

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

"Seller" means Teledyne Monitor Labs, Inc., a business unit of Teledyne Instruments, Inc. "Buyer" means the legal entity purchasing Goods from Seller. "Goods" means the products offered by Seller and/or purchased by Buyer. "Offer" means any quote, proposal, or offer to sell Goods provided by Seller to Buyer. "Order" means any purchase order or similar instrument issued by Buyer to Seller to purchase Goods. Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

2. ACCEPTANCE

The terms and conditions included in this "Terms and Conditions of Sale" document (hereinafter, this "Agreement") apply to all Offers made by Seller to Buyer and all Buyer's Orders accepted by Seller. Acceptance of Buyer's Orders, and any changes or amendments thereto, is expressly conditioned upon Buyer's assent to these terms and conditions. Unless specifically agreed to in writing by a duly authorized representative of Seller, Seller objects to, and is not bound by, any terms or conditions that differ from or add to the terms and conditions specified herein. Seller's failure to object to any terms and conditions or any other provisions contained in any communication from Buyer, including, but not limited to, Buyer's Orders, does not waive any of the terms and conditions specified herein. Seller's acceptance of any resulting Order or Buyer's receipt of Goods, whichever occurs first, will conclusively evidence Buyer's unconditional acceptance of these terms and conditions. A minimum Order amount of \$100.00 USD applies.

3. PRICES

Unless stated otherwise in writing by Seller, all prices are stated in U.S. Dollars and the prices offered are valid for a period of thirty (30) days from the date of Seller's Offer. The prices offered apply only to the specific quantities, specifications, and delivery schedules set forth in Seller's Offer. Any variation in quantity, specifications, or delivery schedules may necessitate a price and/or delivery schedule adjustment. Unless stated otherwise, all prices for domestic deliveries are F.O.B. Seller's place of shipment, as defined in the Uniform Commercial Code (UCC), and all prices for international deliveries are Ex-Works, as defined by INCOTERMS 2000.

4. CREDIT APPROVAL AND PAYMENT

Standard payment terms for domestic Orders are net thirty (30) days from date of Seller's invoice, subject to credit approval of Buyer by Seller. Payment terms for international orders may be cash in advance by wire transfer or an irrevocable letter of credit confirmed with Seller's bank. Credit terms, shipments, and performance of work are at all times subject to the approval of Seller's Credit Department. Each shipment is a separate and independent transaction and payment must be made by Buyer accordingly.

If, prior to shipment of Buyer's Order, Buyer fails to fulfill the terms of payment of any prior invoice submitted by Seller or, if in the opinion of Seller, Buyer's financial condition becomes impaired or unsatisfactory, Seller reserves the right to change, without notice, the terms of payment and/or delay or discontinue further shipments, without prejudice to any other available legal remedies, until past due obligations have been paid and Seller has received acceptable assurance regarding Buyer's prompt payment of future obligations. All amounts due to Seller but not paid by Buyer on the due date bear interest payable by Buyer to Seller in U.S. Dollars at a rate that is equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted under applicable law. Interest accrues on the balance of unpaid amounts as of the date on which portions of those amounts become due until the date payment is received by Seller. Buyer will also be liable to Seller for any expenses incidental to collection of past due amounts, including reasonable attorney's fees and court costs. In the event of Buyer's bankruptcy or insolvency, Seller is entitled to terminate any Order then outstanding and to receive reimbursement for termination costs and expenses as provided under Article 13, Termination for Default.

5. TAXES

The amount of any present or future sales, use, excise, import duty, or other tax applicable to the manufacture, sale, or lease of Goods will be added to the invoice and must be paid by Buyer, unless the Buyer provides Seller with a tax exemption certificate acceptable to the applicable taxing authority.

6. SHIPPING TERMS AND RISK OF LOSS

All domestic shipments by Seller are F.O.B. Seller's place of shipment, as defined in the Uniform Commercial Code. All international shipments by Seller are Ex-Works, as defined by INCOTERMS 2000. Risk of loss for Goods will transfer to Buyer upon Seller presenting Goods to carrier. If Seller prepays shipping, insurance, or other related costs, Buyer agrees to reimburse Seller promptly for the actual costs incurred by Seller.

7. TOOLING

Unless otherwise provided by special written agreement signed by Seller and Buyer, all tooling, fixtures, equipment, tools, software, and designs produced, acquired, or used by Seller for the purposes of filling Buyer's Order remain the property of the Seller.

8. PACKING AND PACKAGING

Seller will add to its invoice a charge for standard commercial packing and packaging. Any non-standard or special packing or packaging requirements requested by Buyer will be provided by Seller at additional cost to Buyer.

9. INSPECTION AND TESTS

All Goods manufactured by Seller are subject to Seller's standard inspection processes and, if applicable, acceptance testing at Seller's facility. Any additional requirements, including, without limitation, Buyer's source inspection or additional testing, are at Buyer's sole expense. If Seller and Buyer agree that Buyer is to inspect or provide for inspection at the place of manufacture, such inspection may not interfere unreasonably with Seller's operations and the Buyer's approval or rejection of Goods based on such source inspection and/or testing must be made prior to shipment of the Goods.

10. EXPORT COMPLIANCE; FOREIGN CORRUPT PRACTICES ACT

For any resale, export, or re-export of the Goods, Buyer must comply with all applicable export regulations, export licensing requirements, and the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd1 through 78dd3, as amended.

11. DELIVERY SCHEDULES AND FORCE MAJEURE

Shipping dates are approximate and require prompt receipt of all necessary Buyer-furnished information and material if applicable.

Seller is not liable for any damages, re-procurement costs, or penalties related to late deliveries. Without limiting the generality of the foregoing, Seller is not liable for delays due to force majeure, including, but not limited to, weather conditions, acts of God, acts of civil or military authorities, fires, strikes, job actions, floods, earthquakes, epidemics, quarantine restriction, war, terrorism, riot, supplier or vendor delays, or any other causes beyond the reasonable control of Seller. In the event of such delay, Seller will promptly notify Buyer and the date(s) of delivery will be deferred for a period commensurate with the time lost due to the delay. If the excusable delay under force majeure continues for more than ninety (90) days, Seller and Buyer will each have the option of terminating the affected Order(s) under Article 12, Termination for Convenience. If Seller's production is curtailed for any of the above reasons so that Seller is unable to deliver the full quantity of Goods scheduled for delivery to Buyer, Seller may allocate deliveries of available Goods among its various customers then under order for

similar Goods. The allocation will be made in a commercially fair and reasonable manner. When such allocation has been made, Buyer will be notified of the estimated quota made available.

12. TERMINATION FOR CONVENIENCE

Buyer may request to terminate Buyer's Order for convenience in whole or in part and Seller agrees to cooperate with Buyer in attempting to make such arrangements conditioned on Buyer paying Seller for all deliveries made and for all work in process, including all applicable direct and indirect costs, settlements with suppliers, and related administrative, accounting, and legal costs, plus a normal profit. To the extent possible, Seller will use reasonable commercial efforts to divert materials and work in process from Buyer's Order to other customers' orders in order to minimize Buyer's termination costs.

13. TERMINATION FOR DEFAULT

Either Party may terminate the Order if the other Party breaches a material provision of this Agreement or of the Order. In the event that a Party (the "Defaulting Party") is in breach of a material provision of this Agreement or the Order, the other Party (the "Non-Defaulting Party") will submit a written cure notice to the Defaulting Party advising of such breach. The Defaulting Party will have fifteen (15) days to cure the breach. If the Defaulting Party does not cure the breach within the fifteen (15) day period, the Non-Defaulting Party may terminate the Order.

14. CHANGES ORDERS AND AMENDMENTS

All change order requests must be submitted by the Buyer to the Seller in writing and will not be effective unless and until Seller consents in writing to the change(s). Seller will advise Buyer in writing of the price and/or delivery schedule impact, if any, of the change request. Seller's acceptance of changes will be subject to Buyer's agreement to any price and/or delivery schedule adjustments.

15. LIMITED WARRANTY

Applicability and Compliance with Specifications

Teledyne Monitor Labs, Inc. ("TML") warrants that all new products listed below, catalogued, or manufactured by TML and furnished pursuant to a TML sales order will be of the kind and quality described in TML's quotation and current performance specification in effect at the time of shipment of such products.

Product Warranty Period

TML warrants that all such products, except consumable and fragile materials described below, when properly stored and applied, will be free from defects in material and workmanship for a time period not to exceed the first occurring date corresponding to the following listed time intervals, as specified below by product type:

Product Type	Months from Date of Shipment With Startup by TML Authorized Personnel	Months from Date of Shipment Without Startup by TML Authorized Personnel	Months from Installation or Initial Use
In-Situ Gas Analyzers, including flow	18	12	NA
Opacity/Particulate Monitors (LightHawk®, etc.) ¹	36	18	NA
sensor-e® gas analyzers ²	24	24	NA
Other Gas Analyzers (ML9800 Series, etc.)	12	12	NA
Systems (Stack and Ambient) and Software (RegPerfect®, etc.)	18	12	12
Software Support Services	NA	NA	3
Spare Parts ³	12	12	3
TML Factory Repairs	3	3	NA
TML Field Services ⁴	NA	NA	3

N/A = Not applicable

¹ LED source lamps in opacity monitors are warranted for eight years.

² An additional year of warranty (third year) is available. Consult factory for pricing.

³ As specified, or the original manufacturer's warranty period, whichever is longer.

⁴ For warranty claims against field services, a customer purchase order is required to initiate a warranty determination visit. Expenses associated with travel to the site are not normally covered under warranty but may be negotiated if the warranty determination visit indicated that the original Field Service was not successful or did not hold up through the three (3) month Field Service warranty period.

Consumable and Fragile Material Warranty

TML warrants that consumable materials, which include, but are not limited to, lamps, filters, scrubbers, activated charcoal, pens/paper, plastic tubing, and all fragile materials such as glass and ceramic components supplied by TML either as part of an instrument or system, or separately, will be free from defects in material and workmanship at the time of shipment. A list of key consumables and expected lifetimes may be found in the applicable TML equipment operation and maintenance manual.

Teledyne Monitor Labs Obligations

The repair or replacement of defective product covered by this warranty at TML's designated facility is the sole and exclusive remedy under this warranty. TML may specifically exclude some third party supplied equipment from this warranty by applicable purchase contract documents, in which case they will be supplied with the original manufacturer's warranty.

Exclusions and Termination

• This limited warranty is provided in lieu of all other warranties, whether statutory, expressed, or implied, including implied warranties of merchantability and fitness for a particular purpose.

- This warranty is limited to original products supplied by TML, and shall not be construed to apply to the simultaneous and/or interdependent operation of this equipment with devices (hardware and/or software) supplied by others.
- This warranty does not apply to damage caused by ordinary wear and tear or corrosion, nor does it apply to damage caused by misuse, abuse, vandalism, acts of God, or improper handling, storage, operation, or maintenance of the product.
- Warranties for products repaired in a non-factory-approved manner or altered by the user may be voided at TML's sole option.
- Upon the expiration of the applicable warranty period, TML's warranty liability shall cease and terminate.
- TML Application Software (i.e., RegPerfect®, etc.) is not warranted to run concurrent with other application programs installed on the same computer or platform unless specifically agreed to in writing for special application programs authorized by TML.
- Warranty for software products may be voided if the personal computer (PC) hardware has been modified by the end user.

The provisions of the foregoing warranty are in lieu of any other warranty, whether expressed or implied, written or oral (including any warranty of merchantability, performance, or fitness for a particular purpose or of title or non-infringement). Except for bodily injury of a person, TML's liability arising out of the manufacture, sale, or supplying of the products or their use or disposition, whether based upon warranty, contract, tort, or otherwise, shall not exceed the actual purchase price paid to TML for the products. In no event shall either TML or customer be liable to each other or any person or entity for special, incidental, consequential, multiple, administrative, or punitive damages (including, but not limited to, loss of profits, loss of data, or loss of use damages) arising out of the manufacture, sale, or supplying of the products, even if TML has been advised of the possibility of such damages or losses.

Software License Provisions

TML provides a user's license to the purchaser of TML software for the use of this software, subject to the following restrictions:

- TML supplied software may include a combination of proprietary and/or copyrighted software belonging to TML and/or third party suppliers. Third party software, when incorporated as part of TML software, is provided with all required license fees paid by TML, and is subject to certain restricted use provisions as specified by the manufacturer.
- Copyrighted and/or proprietary software included from third parties, whether a part of TML software or required to be used in conjunction with TML software, will be subject to their own restricted use and/or license provisions.
- Software is to be used only on the PC-based computer system(s) supplied by, or designated by, TML.
- Software is not to be used in whole, or in part, on any other computer system not supplied by, or designated by, TML.
- Copying either operating manuals or software is not allowed without prior permission in writing.
- TML software, including operating manuals, is the proprietary information of TML, and copyright protected.
- TML software is non-transferable to another end-user.

TML may terminate this license, at its sole option, if the licensee does not comply with the license requirements.

16. RETURN AUTHORIZATIONS

Customer shall process all warranty returns in accordance with the following procedure:

- Customer shall notify TML of any defective product(s) within the warranty period and request a return authorization number and designated TML repair facility.
- Customer shall return the defective product(s) to the designated TML Customer Service Facility as set forth below, freight prepaid by the customer. TML will prepay the return freight.
- TML will notify the customer of TML's decision to repair or replace the defective part and the expected shipment date.
- At the customer's request, TML may elect to repair defective product(s) located in North America on site, in which case travel expenses, travel time, and related expenses incurred by TML personnel (excluding repair time) shall be paid by the customer.

Teledyne Monitor Labs Service Response Center

Telephone Number: 1-800-846-6062
 Email Address: www.teledyne-ml.com
 Address: 35 Inverness Drive East
 Englewood, Colorado 80112-5412
 USA
 Telephone: 1-303-792-3300
 Facsimile: 1-303-799-4853

17. INDEMNIFICATION

Each Party (the "Indemnifying Party") will hold harmless and indemnify the other Party (the "Indemnitee") against all claims, judgments, costs, and fees, including attorney fees, relating to infringement of U.S. patents, designs, copyrights, or trademarks to the extent that the infringing Goods are manufactured, sold, or used in whole or in part to the Indemnifying Party's specifications, designs, drawings, or other technical data.

To the extent that one Party's employees or agents enter on the property owned or controlled by the other Party, the first Party will indemnify and hold harmless the other Party, its officers, directors, and employees for any property damage or bodily injury or death caused by the first Party's employees or agents.

18. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES IS EITHER PARTY LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, MULTIPLE, ADMINISTRATIVE, OR PUNITIVE DAMAGES, OR ANY DAMAGE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED UPON BREACH OF THIS AGREEMENT, WARRANTY, OR NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW, OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL LIABILITY INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INDEMNITY, DEFENSE, AND HOLD HARMLESS OBLIGATIONS IS LIMITED TO NO MORE THAN THE AMOUNT PAID TO SELLER UNDER BUYER'S ORDER AND BUYER AGREES TO INDEMNIFY SELLER FOR ANY EXCESS AMOUNTS. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS AGREEMENT, SUCH PROVISION(S) WILL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION.

19. ARBITRATION AND LAW

Disputes that arise under this Agreement or Buyer's Order that cannot be settled amicably by the Parties will be settled by arbitration in Englewood, Colorado, United States of America under the prevailing rules of the commercial conciliation and arbitration rules of the American Arbitration Association. Judgment upon the arbitration award or decision may be entered in any court of competent jurisdiction. Arbitration awards and decisions are subject to Article 18, Limitation of Liability.

The laws of the State of Colorado, excluding its conflicts of laws provisions and excluding the United Nations Convention on the International Sale of Goods ("CISG"), govern the interpretation and enforcement of this Agreement and Buyer's Order.

20. ASSIGNMENT

Buyer may not assign or transfer this Agreement or any Order, in whole or in part, without the prior written approval of Seller.

21. ETHICS AND VALUES

Seller is committed to uncompromising ethical standards, strict adherence to law, and customer satisfaction. Buyer is encouraged to communicate any concerns or questions regarding the ethics and value to the Teledyne Corporate Ethics Help Line, "Take the Right Action", at 1-877-666-6968.

22. UNENFORCEABLE PROVISIONS

In the event that one or more provisions of this Agreement document is held to be unenforceable, the remaining provisions apply in full and the invalid or unenforceable provision will be replaced by a provision that lawfully enforces the Parties' intention underlying the invalid or unenforceable provision.

23. SURVIVAL

The following Articles will survive the termination or expiration of this Agreement or any Order: 1: Definitions; 4: Credit Approval and Payment; 5: Taxes; 6: Shipping Terms and Risk of Loss; 7: Tooling; 9: Inspection and Tests; 10: Export Compliance; Foreign Corrupt Practices Act; 11: Delivery Schedules and Force Majeure; 12: Termination for Convenience; 13: Termination for Default; 15: Limited Warranty; 17: Indemnification; 18: Limitation of Liability; 19: Arbitration and Law; 20: Assignment; 22: Unenforceable Provisions; and 23: Survival; and 24: Personnel Protection. .

24. PERSONNEL PROTECTION

Buyer agrees that it will not recruit, attempt to recruit, hire as an employee, or hire as a consultant any employee of Seller for a period of two (2) years from the date of purchase of any of Seller's products or the performance of any of seller's services without the prior consent of Seller. If Buyer fails to obtain this consent, Buyer will pay Seller consideration within sixty (60) days of occurrence of greater of (a) five (5) times the employee's last annualized salary, or (b) five (5) times the annualized salary or other compensation paid by the Buyer to the employee.

25. WHOLE AGREEMENT; AMENDMENT

This document is the entire understanding between the Parties, and it supersedes all previous or additional agreements, arrangements, and drafts. This document may be amended or modified only by written agreement of duly authorized representatives of both Parties.

- End of Document -