

TERMS AND CONDITIONS OF SALE

ALL SALES BY RIESTER USA LLC ("Seller") UNLESS COVERED BY A PRIOR EXISTING WRITTEN CONTRACT SIGNED BY SELLER, ARE SUBJECT ONLY TO THE FOLLOWING TERMS AND CONDITIONS. ANY TERMS IN CUSTOMER'S PURCHASE ORDER OR ANY OTHER CUSTOMER DOCUMENT WHICH ARE IN ADDITION TO, OR ARE DIFFERENT OR CONTRARY TO THESE TERMS, ARE HEREBY REJECTED.

1. **Pricing, Freight, Taxes.** Except as expressly set forth on the face hereof, the following shall apply: All prices are exclusive of freight. Seller will select a carrier and arrange shipment. Prices do not include customs duties or sales, use, excise or other similar taxes. All such taxes and any personal property taxes or other similar taxes assessable on products subject hereto ("Products") after delivery to the carrier shall be paid by the Customer.
2. **Payment Terms.** If an open account is granted (which is subject to Seller's continuing approval), payment is due within thirty (30) days after shipment date. Seller may change such terms of sale at any time upon prior notice to Customer. If, by the terms of sale, credit is extended to Customer, Seller reserves the right to revoke credit if Customer fails to pay for any goods previously delivered as due, or if in the judgment of the Seller there has been a material adverse change in Customer's financial condition, and thereupon Seller shall have the right to demand payment or other assurance which it deems adequate before shipment of any further goods. Seller reserves the right to charge interest on delinquent accounts at the lesser of the rate of 18% per annum or the highest rate permitted by applicable law. Customer agrees to pay all costs of collection including reasonable attorney's fees.
3. **Retention of Title.** Ownership of the Products shall pass to the Customer when Company receives the Price in full in cleared funds. Until title in the Products passes to the Customer, the Customer shall: hold the Products as Company's agent; keep the Products separate from those belonging to the Customer and third parties and properly stored, insured and identified as Company's property; permit Company to enter the premises where the Products are stored at any time during normal working hours to take possession of such Products; and Company shall have a lien over any of the Customer's assets in its possession or control.
4. **Delivery & Risk of Loss.** Products are shipped FCA/FOB, Morrisville, USA, unless otherwise agreed. Times between order and delivery of Product may vary. Seller shall not be responsible for any loss or liability suffered by Customer as a result of failure or delay in the delivery of Products.
5. **Minimum Order Policy.** All sales hereunder shall be subject to Seller's Minimum Order as in effect from time to time.

6. **Warranty.** Seller warrants that its Products purchased hereunder shall, at the time of shipment and for a period of 24 months thereafter, unless otherwise stated, shall be free from defects in materials and workmanship. Seller's sole liability and obligation under this warranty shall be to replace/repair any product that fails to conform to this warranty. Seller may, at its option, issue a credit to Customer in the amount of the price hereunder of any Product that does not conform to this warranty in lieu of replacement of such Product. NO Product shall be returned to Seller except in accordance with Seller's Return Products Policy as in effect from time to time, which is specifically incorporated herein by reference. Seller may change its return goods policy upon ninety (90) days' notice to customer. **THIS WARRANTY, TOGETHER WITH ANY EXPRESS WRITTEN WARRANTY THAT SELLER MAY ISSUE, IS THE SOLE AND EXCLUSIVE WARRANTY AS TO THE PRODUCTS, EXTENDS ONLY TO THE INITIAL PURCHASER, AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, ORAL OR IMPLIED, INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7. **Limitation of Liability.** In no event shall Seller be liable to Customer or any other person for procurement costs, lost profits, business interruption, loss of use, or incidental, special, indirect, or consequential damages of any nature even if seller has been advised of the possibility thereof. These include damages related to, arising out of, or in connection with the sale, delivery, installation, use, loss of use, repair, possession, transportation, disposal or performance of the Products, including all additions to and replacements of the Products. In no event shall Seller's liability arising in connection with any Product(s) (whether such liability arises from a claim under contract, warranty, tort, or otherwise) exceed the actual amount paid by Customer to seller for the Product(s) involved in such claim.

8. **Patent Indemnity.** Seller warrants that the Products, except when made in compliance with specifications supplied by Customer, is not an infringement of any valid U.S. patent; provided, however, that Seller's liability hereunder shall be limited to not more than the purchase price of any shipment(s) found to infringe. This warranty is given upon the condition of Customer's prompt notification to Seller when any such infringement is alleged or threatened and, if Seller is affected, that Customer permit Seller complete control of the defense and settlement of any such allegation of threat of infringement.

Seller does not warrant that any use of Products by Customer or any purchaser from or through Customer, in combination or not in combination with other material, is not an infringement of any patent of any country. Customer shall indemnify Seller for any and all expenses, direct or indirect, arising when any patent infringement is alleged or threatened because of Products made in compliance with specifications supplied by Customer. This section states Seller's sole and exclusive liability for any claim of any third party by way of infringement or the like.

9. **Product Markings.** Customer shall not remove or alter any tags, labels, or identifying markings of any kind placed on any Products by Seller.

10. **Software/Firmware.** Title and all ownership and intellectual property rights to any software and/or firmware included in the Products acquired by Customer remain with Seller (or the licensor of software to Seller, as applicable) and do not pass to Customer. Seller hereby grants to Customer a non-exclusive license to use such software/firmware in connection with Customer's use of the Products. Customer may not reproduce, reverse engineer or disclose to any third party any portion of such software/firmware, and may transfer it only in conjunction with a transfer of the Product and subject to these same restrictions.

11. **Delays.** Times quoted for shipment or delivery are to be reckoned from the date of Company's official acceptance of the Customer's order, or (if late) from the date of receipt of all information necessary to enable Company to proceed. Any date given by Company for delivery of Products is given as an estimate only and shall not constitute a term of any contract between Company and the Customer. Any delay in delivery or completion shall not constitute a breach of contract. While Company will use reasonable efforts to meet such estimates, it reserves the right to amend given dates without prior notification. Company shall under no circumstances be liable for any direct or indirect or special, incidental or consequential losses, costs or penalties incurred or suffered by the Customer as a result of Company's inability or failure for any reason to meet specified delivery or installation dates. Unless otherwise specifically expressed, partial shipments shall be deemed acceptable.

12. **Default by Customer.** If Customer fails to pay when due any amount on any invoice issued by Company, fails to pay when due any amount owing to Company under any other contract or instrument, is in breach of any of Customer's obligations to Company under this or any other contract, or if the financial or business condition or responsibility of Customer shall become impaired or unsatisfactory to Company, Company reserves the right, at Company's option, to cancel any order without liability to Customer, suspend work on any order and/or future orders and/or withhold delivery of all or part of the product subject hereto, in all cases without prejudice to any other legal or equitable remedy, until past due payments are made and satisfactory assurance of payment is received. Customer agrees to pay Company the cost of collection of overdue invoices, including, without limitation, attorneys' fees. Company shall, in addition to the rights and remedies herein set forth, be entitled to all rights and remedies provided for in the Uniform Commercial Code and other applicable law as from time to time amended, and at equity.

13. **Noncancellation.** Customer may not cancel or terminate for convenience, or direct suspension of manufacture without the prior written consent of Company. If Company consents to the requested cancellation, termination, or suspension, Customer shall pay the greater of (i) all costs of materials, labor and associated overhead and shipping incurred to the date of such written approval; or (ii) a cancellation fee equal to 10% of the full price of the sale being terminated. If the sale covers product that must be manufactured especially for Customer and such change or cancellation is made, Customer shall take all completed goods at full price and all goods in process at cost plus pro-rata profit and Customer shall reimburse Company for any loss on materials purchased or on contract for completion of the order. This includes, but is not limited to, all blanket orders, even those without firm release dates scheduled. If Customer's request to cancel, terminate, or suspend manufacture occurs within two weeks of a

ship date that has been agreed upon by both Company and Customer, Customer shall pay for the sale in full.

14. **Halma Group Code of Conduct Policy.** Seller has a Code of Conduct policy that is published on its parent company website (www.halma.com) and Customer is expected to apply broadly similar ethical standards in their operations. In particular Seller has a zero-tolerance policy towards any bribery or corrupt practices in its business dealings. Customer represents and warrants to Seller that it has not engaged in business practices which violate any applicable local, state, federal and foreign laws, orders, rules and regulations regarding bribery and corruption, including the U.S. Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq.) (the "FCPA"). Except in compliance with the FCPA, neither Customer nor any individual acting on its behalf has: (a) given or offered or promised to give, for or on behalf of Customer, either directly or through a consultant or other third party, anything of value, whether monetary or non-monetary (whether a gift, travel, lodging, meal, payment or otherwise), to or for the benefit of any of the persons or entities listed below; or (b) authorized or approved any of the foregoing: (i) any political party, employee of a political party, or candidate for political office; (ii) any government official, government employee, employee of a government-owned or government-controlled entity, or person acting in an official capacity for or on behalf of the government; or (iii) any official or employee of an international organization (e.g., the Red Cross or the United Nations), or person acting in an official capacity for or on behalf of such an organization. Customer shall remain in compliance with this clause during the term of any agreement with Seller and while conducting any business dealings with on behalf of Seller. In the event Customer breaches this clause, Seller may, in its sole discretion, terminate any agreement with Customer without penalty and without any compensation to Customer. Customer shall indemnify and hold Seller harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the Customer to comply with this clause.