

**THESE TERMS AND CONDITIONS OF SALE APPLY TO THE SALE OF SELLER'S GOODS. SELLER'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY MADE CONDITIONAL UPON BUYER'S ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED HEREIN AND IN SELLER'S SALES ORDER ACKNOWLEDGEMENT. SELLER REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER'S ORDER FORM OR TRANSMITTED SEPARATELY BEFORE OR AFTER RECEIPT OF GOODS. SELLER WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF IT FAILS TO OBJECT TO ANY PROVISION CONTAINED IN BUYER'S FORMS OR OTHERWISE. BUYER'S SILENCE OR ITS ACCEPTANCE OF SELLER'S GOODS CONSTITUTES ITS ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

1. Definitions. "Seller" means New ILC Dover, Incorporated, a Delaware Corporation, acting through its subsidiary, business unit or affiliate, if any, specified in the Agreement, the Order, or the Sales Order Acknowledgement. "Buyer" means the individual, corporation or other entity that has submitted an Order to Seller. "Order" means Buyer's express request, whether oral or written, and whether transmitted electronically or otherwise, to purchase Goods from Seller. "Goods" means all of the products and materials that Buyer requested and provided pursuant to an Order.

2. Order Acceptance. Buyer's Order is subject to acceptance by Seller, which acceptance is made expressly contingent upon Buyer's agreement to these terms and conditions. Acceptance of an Order is subject to all of the terms set forth herein and contained in Seller's sales order acknowledgement form ("Acknowledgement Form"), which terms shall constitute the sole terms and conditions of this Order. Buyer's assent to all such terms and conditions shall be conclusively presumed when Buyer accepts all of any part of the Goods reflected by the Order. Seller objects to any terms or conditions that differ from or are additional to those stated herein or on the Form. This Order can be modified only by written amendment executed by Seller.

3. Prices. All Orders for Goods are subject to minimum order quantities, as determined by Seller from time to time. Prices are subject to change without notice. Blanket order prices are firm for a maximum of ninety (90) days and subject to change thereafter. If there are cost increases between the time of order confirmation and shipment, Seller reserves the right to adjust the sell prices accordingly with notice to Buyer who can then either cancel the order without further obligation or accept the price increase. If any product furnished by Seller becomes subject to sales, use, excise or processing taxes, the Buyer will be liable for these taxes.

4. Payment Terms. Payment shall be made in US Dollars. Payment terms shall be as set forth on the face of the Form

and shall be measured from the date of shipment. Failure by Buyer to make full payment by the due date shall constitute a default. In such case, and in addition to any other rights available to Seller at law or in equity, Seller will be entitled to assess interest charges upon Buyer for any overdue amounts (as well as on any judgment for the same). Unless prepaid, all Orders are subject to credit approval by Seller. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition, Seller may demand different terms of payment from those specified above, and may demand additional assurance of Buyer's payment. Any such demand may be oral or in writing and Seller may, upon the making of such demand, stop production and suspend shipments hereunder. If within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Seller may, at its option, treat such failure or refusal as repudiation of the portion of the Order which has not been fully performed or may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title.

5. Import Duties and Taxes. Import duties and taxes are not included in the price of Goods. Prices do not include Federal taxes, state or local sales taxes, use taxes, occupational taxes or import duties and unless prohibited or otherwise required by law, Buyer is responsible for and shall pay all applicable sales, use, occupation, excise, value added or other similar taxes or import duties applicable to the manufacture, sale, price, delivery or use of Goods provided by Seller, or in lieu thereof, Buyer shall provide Seller with a tax-exemption certificate acceptable to and considered valid by the applicable taxing authorities.

6. Delays. Seller shall use reasonable efforts to fill the Order in accordance with the estimated shipping date, but shall not be responsible for any delays in filling the Order nor liable for any losses or damages resulting from such

delays, and the Order shall not be subject to cancellation for such delays.

7. Force Majeure. Seller will not be liable for failure in the performance of its obligations hereunder where such performance has been delayed prevented or rendered commercially impractical due to accidents, differences with workmen, strikes, shortage of labor, inability to obtain materials, fuel or power from normal sources, fires, floods or other acts of God, acts or omissions of Buyer, priorities required, requested or granted for the benefit of any Federal or state government, restrictions imposed by Federal or any state legislation or regulations thereunder, or any cause whether similar or dissimilar to those enumerated, beyond the reasonable control of Seller.

8. Returns and Rejections. Buyer must contact Seller within ten (10) business days of receipt of Goods for rejection or revocation of delivery to obtain a returns authorization number for any returns, or any attempted rejection or revocation of acceptance of such Goods made thereafter shall be null and void unless agreed to in writing by Seller. Buyer items returned without prior contact with Seller may not be properly identified and this may either prolong or nullify a refund. Under no circumstances shall any Goods be returned by Buyer, to Seller, without a Certification stipulating that the Goods have not been exposed to known carcinogens, toxic, hazardous or biological materials. Any credit will be processed upon receipt and inspection of the Goods. Return of stock Goods are subject to a **20%** restocking fee. Custom or special ordered Goods are not returnable. Failure to make claim within ten (10) business days of Goods delivery shall be conclusive evidence that the Goods were satisfactory in all respects and supplied in accordance with ordered specifications.

9. Equipment. (a) Any equipment (including jigs, fixtures, dies and tools) which Seller constructs or acquires for use in the production of Goods for Buyer shall be and remain Seller's property and in Seller's possession and control and will be maintained by Seller for a period of two (2) years from the date of last Order. (b) Any materials or equipment owned or furnished by Buyer to Seller will be carefully handled and stored by Seller while in Seller's possession and, when for two (2) consecutive years, no Orders acceptable to Seller are received from Buyer for Goods to be made from any such equipment or materials, Seller may by written notice to Buyer, request Buyer to make disposition thereof at Buyer's expense. If Buyer fails to comply with such notice, Seller may make

such use or disposition of said materials or equipment as it desires without liability or obligation to Buyer.

10. Warranty. Seller warrants to Buyer that the Goods at the time of shipment to Buyer hereunder, (a) will conform to the specifications on the face of the Form; (b) that it will convey good title thereto and that such Goods will be delivered free from any lawful security interest or other lien or encumbrance unknown to Buyer; and (c) that such Goods will be free from defects in material and workmanship. All warranty claims must be made in writing by Buyer to Seller within ninety (90) days following shipment of the Goods to which such warranty claim relates.

**EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER SUCH WARRANTIES.**

11. Patents. Seller agrees to indemnify Buyer against all court-awarded damages and costs resulting from any third party claim of infringement of a United States Patent covering Goods (but not use of Goods) at the time of delivery by Seller to Buyer. Buyer agrees, for the Goods delivered under the Order, to indemnify Seller against all court-awarded damages (excluding consequential damages) and costs resulting from any third party claim of infringement of a United States Patent to the extent that such infringement arises from (i) designs, specifications or instructions furnished or explicitly or implicitly required by Buyer or (ii) Buyer's use of the Goods. The parties agree to provide information and reasonable assistance to each other, upon request, to the extent such information and assistance are required by such party to defend against any infringement claim arising under this clause. Neither party shall be entitled to indemnification under this clause as to any claim of infringement if it does not provide the other party prompt notice in writing upon learning thereof and full opportunity, at the expense of such other party, to defend and dispose of such claim of infringement. The sale of Goods covered by the Order shall not grant to Buyer any right or license of any kind under any patent owned or controlled by Seller or under which Seller is licensed, but the foregoing shall not be understood to limit in any way Buyer's right to use and sell such Goods, in the event that such Goods as sold hereunder are covered by any such patent.

12. Subsidiaries and Affiliates. Seller may be acting hereunder on its own behalf or as an agent for any one or more persons subsidiary to or affiliated with Seller. The Order may be performed and all rights hereunder against Buyer may be enforced by (i) Seller; or (ii) any one or more persons subsidiary to or affiliated with Seller; or (iii) a third party designated by Seller; in part by Seller and in part by one or more of said subsidiaries, affiliated persons or third parties.

13. Customer Part, Specification or Drawing Number. Any such number which appears on the face of the Form will be produced in accordance with specifications thereof as modified with Buyer's approval.

14. Release. Except as set forth in Section 11 above, Buyer shall release, hold harmless, indemnify and defend Seller, its present and future officers, directors, officials, employees, agents, subsidiaries, affiliates, successors and assigns from any liability (including without limitation liability for negligence) claims, losses, suits, demands, penalties, fines, forfeitures, damages and costs caused by, arising out of or relating to the Goods supplied hereunder, the design of Goods supplied hereunder or the design of the packages or containers in which Goods are shipped, if such Goods' packages or containers are made in compliance with Buyer's designs or specifications, or any act of omission of Buyer or its successors, assigns, agents, representatives or employees.

15. Termination of Order. Buyer may not terminate the Order without the written consent of Seller. If Seller consents to such termination, reasonable termination charges computed by Seller shall be assessed in connection with such termination (which may include but shall not be limited to any change in the price of the Goods between the date on which the Order was priced and the date of desired termination).

16. Limitations on Use. Buyer agrees and represents that Buyer is purchasing the Goods herein for their own internal use and "NOT FOR RESALE". Based on the aforementioned, Buyer shall be responsible for all liabilities and expenses of any type whatsoever that may arise on account of Buyer's resale of Goods. Buyer hereby agrees to indemnify, hold harmless and (at Seller's option) defend Seller from and against any claim, loss, cost, liability or damage, including attorneys' fees, for which Seller may become liable arising from or relating to any Buyer's acts or omissions in connection with the marketing or resale of the Goods under this Order.

17. Limitation of Liability. Seller's liability and Buyer's exclusive remedy for any tender of nonconforming or defective Goods or breach of warranty, is expressly limited to Seller's choice of (a) the repair of nonconforming or defective Goods; (b) the replacement of nonconforming or defective Goods with conforming Goods at the FOB or Ex Works point shown on the face of the Form, as applicable, or (c) the repayment of that portion of the purchase price represented by nonconforming or defective Goods. Such repair, replacement or repayment will be made only upon return of the nonconforming or defective Goods, which may be returned at Seller's cost only after inspection by Seller and receipt by Buyer of definite shipping instructions from Seller.

**SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, CONTINGENT, OR PUNITIVE DAMAGES FOR (A) ANY BREACH OF CONTRACT OR WARRANTY, WHETHER BASED ON THEORIES OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE; (B) THE TENDER OF DEFECTIVE OR NONCONFORMING GOODS; OR (C) BREACH OF ANY OTHER PROVISION OF THIS AGREEMENT; OR (D) ANY CLAIM OF ANY KIND ARISING OUT OF OR RELATING TO ANY ORDER OF SELLER'S PERFORMANCE IN CONNECTION THEREWITH. IN ANY EVENT, SELLER'S LIABILITY TO BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS ON WHICH SUCH LIABILITY IS BASED. BUYER ASSUMES ALL OTHER LIABILITY FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE USE OF THE GOODS, EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS.**

18. Delivery and Risk of Loss. Delivery and transportation provisions applicable to this Order shall be those stated on the face of the Form. (A) Where the shipping terms on the face of the Form state that the Goods are sold FOB Destination, Seller will deliver such Goods to such destination in accordance with the provisions of this paragraph. The method and agency of transportation and the routing will be designated by Seller. Excess packing, shipping and transportation charges that result

from compliance with respect to the use of any agency or method of transportation or any routing other than that which would be designated by Seller shall be for Buyer's account. In the case of Buyer pick-up, Buyer's vehicle (or that of Buyer's designated carrier effecting pickup) is the destination, and unless Seller otherwise agrees in writing, Seller will not deliver or bear any cost of shipment or transportation, or make any allowance with respect thereto, beyond loading onto such vehicle (whether owned by, leased to or otherwise under contract to Buyer or Buyer's agent). Buyer shall bear all risk of loss or damage upon Seller's loading of such Goods onto such vehicle. (B) Where the shipping terms on the face of the Form state that the Goods are sold FOB shipping point Seller's plant, the cost of transportation and risk of loss or damage thereof shall be borne by Buyer.

19. Export Control. (A) Buyer and Seller shall comply with all national and international export control regulations. Goods, equipment, technology and technical data shall not be exported, re-sold, diverted, re-exported or disposed of in other than the country of ultimate destination (currently approved by the United States Government), without the prior approval of the United States Department of State or Commerce or other Agency of the United States Government, whichever is appropriate. (B) Seller shall assume no liability in the event that an export license is not approved or later withdrawn by the United States Government or other applicable Government. (C) Where Buyer requests a routed transaction (meaning it will along with its U.S. Freight Forwarder accept responsibility as U.S. Exporter of Record to attain such applicable Government approvals) it shall supply all required documentation to the Seller including the required routed transaction letters from both Buyer and its designated U.S. Forwarder/Agent.

20. Standard Quantity Tolerances. Unless another tolerance is stated on the face of the Form, the quantity tolerance applicable to each item of Goods specified on the Order shall be +/- 5%.

21. Arbitration. All disputes, controversies or claims arising in connection with the present contract, including a dispute regarding its validity, termination, performance or breach thereof, shall be finally settled by arbitration administered by the International Court of Arbitration of the International Chamber of Commerce (the "ICC") in accordance with the ICC Rules of Arbitration in effect at the time of the arbitration. The arbitration shall be conducted by three (3) arbitrators appointed in accordance

with said rules. The place of arbitration shall be Wilmington, Delaware, USA and the proceedings shall be conducted in the English language. The award rendered by the arbitrator(s) shall be final and binding on the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. Governing Law. The laws governing the present contract and any dispute arising from or in connection with the contract shall be the laws of the state of Delaware without regard to its choice of law provisions. Notwithstanding anything to the contrary herein, the arbitration provision set forth under Section 21, and any arbitration conducted thereunder, shall be governed exclusively by the Federal Arbitration Act, Title 9 United States Code, to the exclusion of any state or municipal law of arbitration.

23. Buyer's Warranty. Notwithstanding any other provision contained herein or any other obligation of Buyer hereunder, Buyer, upon acceptance of Goods that are the subject of the Order, warrants that Buyer, its successors, assigns, agents and employees are industrial users of such Goods and possess the knowledge and expertise to use the same in accordance with (i) accepted industry standards, (ii) all applicable laws, (iii) prudent safety practices and (iv) operating manuals or other instructions provided by Seller, if any.

24. Confidentiality. Unless otherwise agreed in writing by Seller, Buyer will not disclose the pricing or other terms of the Order to any third party.

25. Electronic Commerce. At Seller's request, Seller and Buyer will facilitate business transactions by electronically transmitting data. Any data digitally signed pursuant to this Section and electronically transmitted will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed, and will have the same effect as a signature on a written document.

26. Miscellaneous. (a) Headings used herein are for convenience only and shall not be used for interpretive purpose. (b) A party's failure to act with respect to another party's breach of any provision contained herein does not constitute a waiver. (c) If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be

affected. (d) These terms and conditions will survive the fulfillment of this Order.

27. Assignment and Modification. The rights and obligations of Buyer under this Agreement shall not be assignable without the prior written consent of Seller. This Agreement shall not be modified, altered or amended in any respect except in writing and signed by both parties. Any variation, modification or addition to the terms set forth herein shall be considered a material modification and shall not be considered part of this Agreement.