

SENSIDYNE, LP – STANDARD TERMS AND CONDITIONS OF SALE

I. ACCEPTANCE TERMS AND CONDITIONS

The term "Order" as used herein shall mean the total agreement between the parties arising out of the Purchaser's agreement to buy and the Seller's (Sensidyne's) agreement to sell the Goods described on the face of this quotation or acknowledgement. The Purchaser's order is accepted expressly conditioned upon the following terms and conditions which may not be varied or added to, except by written agreement signed by an authorized representative of Sensidyne, LP. Inconsistent or additional terms or conditions stated by Purchaser will not be binding on Sensidyne, whether or not such terms or conditions "materially alter" this Order. Failure of Purchaser to specifically object to any of these terms or conditions within ten (10) days after receipt of Sensidyne's acknowledgement of the Order or Purchaser's acceptance of any goods covered by this Order shall constitute acceptance of these terms and conditions.

II. WARRANTY

- A. Sensidyne warrants that, at the time of delivery, the Goods delivered under this Order shall be free of all defects in workmanship and material. Sensidyne will repair or replace, at its sole option, any Goods found to be defective by Sensidyne, if notified by Purchaser within the Warranty time period. This remedy is Purchaser's exclusive remedy for breach of warranty.
- B. The Warranty time period shall extend for ninety (90) days from the date of original shipment by Distributor, if sold through a Distributor, or one year from the date of shipment by Sensidyne, whichever occurs first, except as noted below.
- C. Exceptions to the above one-year Warranty timeperiod:
- Fixed Gas Detection instruments excluding sensors: 2 years from date of shipment from Sensidyne.
 - Gas detection sensors: 14 months from date of shipment from Sensidyne, except for PID, Oxygen, and Ammonia sensors which have a 12-month warranty period from date of shipment.
 - Gas detection tubes: Subject to specific tube type expiration dates.
 - Motors, diaphragms, and pump assemblies: 90 days from date of shipment by Sensidyne.
 - Sensidyne Gas Detection Tube Pump: Lifetime Warranty.
 - GiAir® Plus pump: 2 years from date of shipment from Sensidyne.
 - Svantek Sound & Vibration instruments: 2 years from date of shipment from Sensidyne.
- D. This Warranty does not cover components that are expendable in normal use, and thus have an unpredictable service life, such as batteries, fuses, glassware, filters, electrolytes, and membranes.
- E. This Warranty shall be null and void on any product which:
- Is operated or used in excess of the product's operating specifications; or
 - Is not properly maintained in accordance with its maintenance manual or specifications; or
 - Has been repaired or modified by persons other than authorized Sensidyne personnel, unless such work is authorized in advance in writing by Sensidyne; or
 - Has been damaged, abused, or misused.
- F. Warranty on Service and Repairs:
- Goods, which have been repaired or replaced during the Warranty period, are warranted only for the remainder of the unexpired portion of the original Warranty period.
 - Repairs or service provided not pursuant to Warranty: 180 days from date of shipment by Sensidyne.
- G. Representations and warranties made by any person, including dealers and representatives of Sensidyne, which are inconsistent or in conflict with the terms of this Warranty, shall not be binding upon Sensidyne unless presented in writing and signed by the President/COO or the CEO/CFO of Sensidyne.

H. SENSIDYNE SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, ACCIDENTAL OR OTHER DAMAGES RESULTING FROM THE SALE AND USE OF ANY GOODS AND SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY GOODS FOUND DEFECTIVE.

I. Sensidyne's combustible, toxic, oxygen, and infrared sensors are designed for use only in Sensidyne transmitters. Use of any Sensidyne sensors with equipment other than Sensidyne's will immediately release Sensidyne from any warranty or liability of any nature whatsoever.

J. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BEING LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED, AND CONSTITUTES THE ONLY WARRANTY OF SENSIDYNE WITH RESPECT TO GOODS SOLD OR DELIVERED UNDER THIS ORDER.

K. PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF SENSIDYNE PRODUCT(S) FOR THE PURCHASER'S USE OR RESALE, OR FOR INCORPORATING SENSIDYNE'S PRODUCT(S) INTO SYSTEMS, PRODUCTS, OR FOR APPLICATIONS WHICH PURCHASER DESIGNS, CONSTRUCTS OR MANUFACTURES. PURCHASER SHOULD TEST ALL PRODUCTS UNDER ACTUAL SERVICE CONDITIONS TO DETERMINE SUITABILITY FOR A PARTICULAR PURPOSE.

III. RETURNED GOODS POLICY

No Goods may be returned unless and until Sensidyne has authorized such return shipment and provided a Return Material Authorization and shipping instructions. The failure to obtain such authorization prior to returning the Goods shall render the Purchaser liable for any direct, indirect, consequential, incidental and all other costs incurred by Sensidyne in the handling of the returned Goods.

Current stock products in unbroken, unmarked packages, in saleable condition, may be eligible for return, subject to approval of Sales Management and a restocking charge of typically no less than 20%.

IV. MINIMUM ORDER: \$100.00

V. EXPORT ORDERS

Purchaser shall be responsible for obtaining any license to import the Goods into the country of destination and shall pay all taxes, duties, and tariffs. Purchaser shall ensure that all Goods exported from the United States are exported in accordance with the U.S. Export Administration regulations and any other applicable U.S. rules, regulations or statutes.

VI. PAYMENT

Sensidyne shall invoice the Purchaser at the time the Goods are shipped from Sensidyne with payment to be made by the Purchaser according to the terms of the invoice. All prices are payable in currency of the Sensidyne invoice. Prices are subject to change without notice.

VII. SHIPMENT

Shipment shall be F.O.B. origin, carrier selected by Sensidyne unless other instructions and special handling fees have been provided by Purchaser. Title to the Goods and risk of loss shall pass to the Purchaser at the F.O.B. point. Shipping dates provided by Sensidyne are approximate and Sensidyne shall use its best commercially reasonable efforts to meet such dates.

VIII. TAXES

Except as otherwise provided in the quotation or order acknowledgment the price does not include any Federal, State or local taxes or duties. Where applicable, such taxes and duties shall be billed as a separate item and paid by the Purchaser.

IX. CANCELLATION

Except as otherwise provided herein, this Order may not be cancelled by Purchaser except with the express consent of Sensidyne in writing and upon payment to Sensidyne of cancellation charges as determined by Sensidyne.

X. INSPECTION

The Purchaser shall inspect and accept any Goods delivered pursuant to this Order within thirty (30) days after receipt of such Goods. In the event the Goods do not conform to any drawings, designs or specifications which are expressly applicable to this Order, the Purchaser shall promptly notify Sensidyne of such non-conformity in writing. Sensidyne shall have a reasonable opportunity to repair or replace the nonconforming Goods at its sole option. The Purchaser shall be deemed to have accepted any Goods delivered hereunder and to have waived any such nonconformity in the event such a written communication is not received by Sensidyne within sixty (60) days after Purchaser's receipt of the Goods.

XI. ASSIGNMENT

Purchaser shall not assign rights under this Order without the written permission of Sensidyne, LP.

XII. FORCE MAJEURE

Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including without limitation acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, any delay in or inability to obtain labor, machinery, material, products or services through its usual and regular sources or any other similar condition or cause (hereinafter "Force Majeure"). Notwithstanding the foregoing, a Force Majeure event will not excuse the obligation of payment of money.

XIII. GENERAL

The construction, interpretation, and performance of this order and all transactions hereunder shall be governed by the laws of the State of Florida; U.S.A. Purchaser expressly consents to the jurisdiction of the courts of the State of Florida in the event litigation arises out of this transaction. If any provision of this order is in violation of any Federal, State or local law or regulation, or is illegal for any reason, such provision shall be deemed self-deleting without affecting the validity of the remaining provisions.

XIV. BLANKET ORDERS

Blanket order pricing is based upon the sale and delivery of the total quantities of Goods specified within the Order within twelve (12) months from the date of Sensidyne's acceptance of the Order. In the event that Purchaser does not accept delivery of the full quantity of Goods stated on the Order within the twelve (12) month performance period, Purchaser shall compensate Sensidyne the difference between the normal pricing for the quantity of Goods actually accepted and the pricing included on this Order times the number of units actually accepted. In addition, Purchaser shall pay Sensidyne a reasonable cancellation charge as determined by Sensidyne based on the unshipped balance of the Order. These additional charges shall be payable on a net thirty (30) day basis.

XV. LIMITATION OF LIABILITY

Sensidyne's liability to Purchaser under this Order or arising out of possession or use of the Goods supplied hereunder or any technical advice relating thereto is limited to the warranty obligations set forth in the Warranty Article. In no event shall Sensidyne's liability to Purchaser, whether based in contract, warranty, Sensidyne's negligence or other tort, strict liability or otherwise, exceed the purchase price of the Goods in question. The foregoing shall constitute the sole and exclusive remedy of Purchaser and the sole and exclusive liability of Sensidyne. **IN NO EVENT SHALL SENSIDYNE BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR OTHER DAMAGES RESULTING FROM THE SALE OR USE OF GOODS INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUES, DAMAGE FOR LOSS OF USE OF THE PRODUCTS, DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, INCLUDING PERSONAL INJURY OR DEATH ON ACCOUNT OF USE OF THE PRODUCTS OR FAILURE TO WARN AGAINST OR INSTRUCT ON, OR ADEQUATELY WARN AGAINST OR INSTRUCT ON, THE DANGERS OF THE PRODUCTS OR THE SAFE AND PROPER USE OF THE PRODUCTS, WHETHER OR NOT SENSIDYNE HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES.**

XVI. COMPLIANCE WITH LAWS. Purchaser acknowledges that the products purchased by it from Sensidyne are products of the United States of America and that the export, use, transmission or other transfer of such products are governed by the laws and regulations of the United States of America. Purchaser agrees that it shall not take, export, or transmit any product to any other country or entity without Sensidyne's prior written consent, which consent Sensidyne may grant or withhold in its sole discretion. Purchaser hereby covenants and agrees to comply with all applicable laws, rules and regulations governing the handling, shipment, labeling, packaging, notification and use of the product by Purchaser and by Purchaser's customer, including without limitation any and all laws, rules and regulations of the jurisdiction where the customer of such product is located and that govern or affect the ordering, shipment, sale, delivery and redelivery of such product in such jurisdiction. Purchaser acknowledges and agrees that Sensidyne has no responsibility or liability for complying or failing to comply with such laws, rules and regulations of the jurisdiction of Purchaser's customers, regardless of whether Sensidyne has reason to know, has been advised or is otherwise in fact aware of such jurisdiction's applicable laws, rules and regulations.

XVII. INTELLECTUAL PROPERTY; PROPRIETARY INFORMATION. Purchaser and its customers and end users (if any) shall have no rights in or title to, and Sensidyne shall retain all rights in and title to, any patents, inventions, designs, discoveries, technical data, copyrights, trademarks, trade names, service marks, trade secrets, or other intellectual property rights arising out of the products delivered or provided hereunder (the "Intellectual Property"). Purchaser hereby acknowledges and agrees that Sensidyne is granting to Purchaser a non-exclusive limited license to any software contained in the product sold hereunder. All rights not expressly granted to Purchaser herein are reserved by Sensidyne. Purchaser will not and agrees not to cause or permit an end user of the product to, modify, re-create, reverse engineer, disassemble or decompile the product or any software contained in the product. Notwithstanding the foregoing, any modifications, developments, inventions, discoveries, updates or other improvements (each an "Improvement") to the products sold to Purchaser shall be the sole property of Sensidyne and Purchaser agrees to assign to Sensidyne all right, title and interest in and to such Improvements and shall execute any and all documents and instruments as Sensidyne may reasonably determine are necessary or desirable in order to give effect to this section or to preserve, protect or enforce Sensidyne's rights with respect to such Improvements. Purchaser agrees to hold all proprietary information in confidence and not to, directly or indirectly, copy, publish, summarize, or disclose to any person or entity such information without Sensidyne's prior written consent. Purchaser agrees that it will take all steps (including nondisclosure agreements with Purchaser's employees and consultants, and such other steps as Purchaser takes to protect its own proprietary information) necessary to protect and prevent disclosure to and/or use by third parties of any proprietary information of Sensidyne obtained by Purchaser. For the purpose of this section, "proprietary information" includes, but is not limited to, (i) information furnished by Sensidyne, relating to the sale, use, or service of the products sold hereunder; and (ii) information provided by Sensidyne to Purchaser and specifically marked "Confidential."