

**STANDARD TERMS AND CONDITIONS OF SALE
OMEGA ENGINEERING, INC.
HEREINAFTER REFERRED TO AS "OMEGA"**

1. Delivery dates provided are based on existing conditions at the time of information. OMEGA will use commercially reasonable efforts to ship within the time estimated, but failure to make shipment as scheduled does not constitute a cause for cancellation and/or for damages of any character. The execution of this order is contingent upon strikes, fires, delays of carriers, and other delays and causes unavoidable or beyond OMEGA's control. It is understood that delivery of all or any part of any order is contingent on the manufacturer's ability to get supplies and raw materials, and is further limited to the extent that the ability to deliver may be affected by regulation of U.S. government contracts.
2. Shipments and deliveries shall be subject to approval of OMEGA's Credit Department. OMEGA reserves the right, prior to making any shipments, to require from purchaser satisfactory security for performance of purchaser's obligations. If the purchaser fails to furnish satisfactory security or information on which to base credit, and/or purchaser's account is in arrears, OMEGA may defer further shipments, or may, at its option cancel the order or any unshipped balance. OMEGA's failure to exercise any right accruing from any default of purchaser shall not impair OMEGA's rights, in case of any subsequent default of purchaser.
3. Products damaged in transit, shortages, etc., should be noted on the freight bill by delivering carrier. Any returns must be authorized in writing by the supplier. Claim cannot be honored after ten (10) days. A clear receipt from the carrier places the responsibility for shortage or damage with the carrier. If there is a shortage, or products are damaged, receipt should be given to carrier accordingly, and agent should be requested to insert notation on freight bill. This will enable purchaser to pursue recovery of damages from the carrier.
4. The determination as to the suitability or adaptability of any of OMEGA's products to the specific needs of the purchaser is solely the purchaser's prerogative and responsibility. OMEGA is glad to offer suggestions on the use of its various products. Nevertheless, there are no warranties given except such expressed written warranties offered in connection with the sale of a particular product.
5. Cancellation of any order, or any part thereof, shall be subject to the following terms: The purchaser shall pay the contract price, plus any adjustment, of all products which have been completed. In addition to such payment, as to any part of the order which shall be in process, the purchaser shall pay a sum equal to the same proportion of the contract price as the degree of completion of the products in process on date cancellation is received.
6. All products are inspected in conformance with OMEGA's regularly established inspection procedure and/or the purchaser's blueprints and specifications based on predetermined agreement. To be valid, claims by the purchaser of a product's nonconformance to specifications must be made to OMEGA ENGINEERING, INC. within 10 days of delivery of product to purchaser. No products may be returned without permission from OMEGA Customer Service. Return of products could be subject to a restocking fee. OMEGA will not be held responsible for any fees and/or costs incurred by the purchaser or by any other party, including but not limited to, recall fees, shipping charges, customs and broker fees, insurance and/or any other fees, except for any fees and/or costs approved, in writing and in advance, by a duly authorized representative of OMEGA. No allowances will be made for material subsequently added to OMEGA's products nor for labor charges.
7. Orders made to purchaser's drawings or descriptions are executed only on the understanding that the purchaser will indemnify OMEGA for any loss resulting from an action for infringement of patents. The purchaser shall pay any manufacturer's tax or sales tax now or hereafter imposed by Governmental authority upon products herein described, or the production, sale, distribution, or delivery thereof, or upon any feature of this transaction.

8. OMEGA will not be bound by any promise or representation, written or oral, not made a written part of the order and signed by a duly authorized representative of OMEGA. Access to OMEGA property requires prior approval.
9. WARRANTY: OMEGA warrants that each product to be delivered hereunder will conform to its specifications and be free from defects in material or workmanship. Since products vary, please refer to product literature for the specific warranty period. OMEGA MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

OMEGA NEITHER ASSUMES RESPONSIBILITY FOR ANY OMISSIONS OR ERRORS NOR ASSUMES LIABILITY FOR ANY DAMAGES THAT RESULT FROM THE USE OF ITS PRODUCTS IN ACCORDANCE WITH INFORMATION PROVIDED BY OMEGA, EITHER VERBAL OR WRITTEN.

LIMITATION OF LIABILITY: The remedies of the purchaser set forth herein are exclusive and the total liability of OMEGA with respect to this order, whether based on contract, warranty, negligence, indemnification, strict liability or otherwise, shall not exceed the purchase price of the component upon which liability is based. In no event shall OMEGA be liable for consequential, incidental or special damages.

CONDITIONS: Products sold by OMEGA ENGINEERING, INC. are not intended to be used, nor shall they be used: 1) as a "Basic Component" under 10 CFR21(NRC), used in or with any nuclear installation or activity; or 2) in medical applications or used on humans; or 3) in any onboard aviation activity, application or use. Should products be used in any of the above applications or activities, purchaser will indemnify OMEGA and hold OMEGA harmless from any loss, damage, liability, claim, demand, cost, or suit of any nature whatsoever for property damage, personal injury or death, product liability, regulatory claim or otherwise arising out of, in connection with or incidental to such application, activity, or use. This indemnity shall include, without limitation, costs, expenses and attorneys' fees occasioned by said loss, damage, liability, claims, demands or suits, as well as the full amount of any judgment rendered or compromise settlement made, plus interest, if applicable. The obligations under this section shall survive the expiration or termination of this agreement.

10. Subject to the provisions of credit approval, terms of payment are as shown on the reverse side, hereof, and shall be effective from the date of invoice.
11. All questions concerning the validity and operation of this agreement and the performance of the obligations imposed on the Parties under this agreement will be governed by the laws of the State of Connecticut, U.S.A. The exclusive jurisdiction and venue of any dispute, claim or suit arising hereunder shall be the courts of the State of Connecticut.
12. Certificate of Conformance: (CAL-1)
OMEGA ENGINEERING, INC. certifies that the items comprising this order have been manufactured in accordance with all applicable instructions and specifications as published in the most current applicable measurement and/or control handbook and encyclopedia.

OMEGA ENGINEERING, INC. further certifies that unless otherwise specified, all thermocouple base and noble metal materials conform to ANSI/ASTM E 230 (formerly ANSI MC96.1).

13. QUOTATION: A quotation is subject to immediate acceptance; prices are subject to change without notice. OMEGA reserves the right to correct clerical or stenographic errors or omissions. The prices quoted are based upon shipment of quantities shown and on the basis of the delivery schedule described and are firm for the period shown on the quotation. In the event the quantity of material ordered is reduced on any order resulting from the quotation, the price for the material already shipped, as well as the price of the material for future delivery, will be adjusted to conform to the price schedule applicable for the smaller quantity.