

**TERMS AND CONDITIONS FOR GOODS AND SERVICES PROVIDED BY SURVICE METROLOGY,
A DIVISION OF SURVICE ENGINEERING COMPANY, LLC**

Travel/Shipping/ODCs: Unless otherwise stated, actual travel/shipping/ODC costs will be billed to customer plus general and administrative fees.

Expiration: Unless otherwise stated, this proposal (and any identified rates) is valid for 60 days from the date of quote.

Warranty and Disclaimer: The pricing for the performance of SURVICE Metrology's obligations under Contract is based upon the terms and provisions herein, including the SURVICE Metrology Warranty and Disclaimer (below).

Minimum Hours: Unless otherwise stated, eight hours is the minimum amount of time charged to complete a measurement session. This minimum applies to both labor and equipment charges.

Extension of Work: Additional measurement days may be added to the measurement sessions at the hourly rates indicated in this quotation.

Overtime: Personnel rates shall increase to time-and-a-half for work in excess of eight (8) hours per day, or 40 hours per week, or for work that must be completed over a weekend. Work in excess of 60 hours per week or on National Holidays shall increase to double the normal rates.

Special Rates: Special rates may apply when the work scope involves unusual requirements (e.g. work in hazardous environments, night shifts, or where special administrative provisions are required).

Stand-by Time: In instances where SURVICE Metrology is required to "stand-by" waiting for a job to be available to start (or restart) measurement, personnel and equipment shall be billed at the standard hourly rates.

Scheduling Errors: In rare instances where SURVICE Metrology arrives at a customer's site, and through no fault of SURVICE Metrology, the job is canceled or sufficiently delayed so as to require the postponement of the job, the customer shall bear the cost of the expenses, travel time, and time on site incurred by SURVICE Metrology at the standard hourly rates.

Payment Terms: Net thirty (30) days.

Credit Card Payments: If paying by credit card, a 3.5% processing fee will be added to the invoice.

Late Charge: In the event any payment due under this Agreement is not received by SURVICE after thirty (30) days, customer agrees to pay SURVICE an additional ten percent (10%) of such sums due. Such additional amount is to be payable on or before the first day of the next calendar month and failure to do so shall be considered non-payment of sums due and shall continue to accrue interest from the due date until paid in full at a rate of twelve percent (12%) per annum.

Severability: In the event that any of these terms, conditions or provisions, including the terms, conditions, and provisions of the SURVICE Metrology Warranty and Disclaimer (below), shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by the law.

SURVICE METROLOGY WARRANTY AND DISCLAIMER

This SURVICE Metrology Warranty and Disclaimer shall apply to all goods and services provided by SURVICE Metrology.

Warranty: SURVICE Metrology warrants that its goods and services will be in conformance with the attached Proposal and/or Purchase Order (collectively "Contract"). This warranty shall terminate ninety (90) days after the completion of the Contract. Customer expressly waives all complaints or claims of breach of warranty or Contract not communicated to SURVICE Metrology in writing within the 90 day period.

SURVICE Metrology goods and services associated with inspection, programming, and consulting are designed to determine ONLY whether the inspected materials satisfy specifications, blueprints, and/or drawings provided by the Customer. SURVICE Metrology MAKES NO REPRESENTATIONS THAT THE MATERIALS/WORK PROVIDED BY THE CUSTOMER ARE FIT FOR ANY PARTICULAR PURPOSE OF THE CUSTOMER OR ANY USER OF THE MATERIALS.

Rights, Exclusive Remedies, and Disclaimer of Liability: If repairs or rework are necessary to fulfill the requirements of the Contract, SURVICE Metrology reserves the right of first refusal to perform such repairs or such rework, or SURVICE Metrology shall reimburse Customer in an amount commensurate to the non-conformance of the Contract. In no case shall such amount exceed the Contract price. The Customer's failure to provide SURVICE Metrology with its right of first refusal to repair or rework waives all of the Customer's remedies under this warranty. This warranty shall not apply to the use and/or application of SURVICE Metrology measurement equipment by Customer or Customer's employees, agents, representatives, or independent contractors, whether or not trained by SURVICE Metrology.

DISCLAIMER OF OTHER WARRANTIES: TO THE FULLEST EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR ARISING BY USAGE OF TRADE OR COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS OR MERCHANTABILITY. THIS WARRANTY IS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY.

SURVICE Metrology does not authorize anyone to assume for it any liability or to make on its behalf any additional warranties in connection with the performance of the Contract and goods and services provided there under.

Warranty for Repair Work: All repairs or rework performed by SURVICE Metrology are covered by the terms of the warranty identified above, and are warranted for ninety (90) days after their completion by SURVICE Metrology. Such repair work does not extend the warranty on any other work previously performed by SURVICE Metrology.

WAIVER OF RIGHTS BY CUSTOMER: THE CUSTOMER'S SUBSEQUENT USE AND /OR SALE OF ITS PRODUCT IN COMMERCE SIGNIFY AN ACCEPTANCE OF THE GOODS AND SERVICES AS ACCURATE, SATISFACTORY, AND IN ACCORDANCE WITH THE TERMS OF THE CONTRACT.

Indemnification: Notwithstanding anything to the contrary, the Customer agrees to indemnify SURVICE Engineering Company, LLC and all of its employees, officers, directors and members, and their successors and assigns (all are referred to as "SURVICE EODM") and hold SURVICE EODM harmless from and against any and all claims, demands, liabilities, damages (direct, indirect, consequential and otherwise), losses, expenses and lawsuits which may be asserted against SURVICE EODM by any person and/or entity, including entity's agents, independent contractors, servants, employees, successor, and assigns, not a party to the Contract related in any way to the goods and services provided under the Contract. This indemnification includes, but is not limited to, the payment of all damages (direct, indirect, consequential and otherwise), expenses, costs, and/or attorney's fees, regardless of the theory of liability/responsibility.

In addition to the foregoing, Customer agrees to indemnify SURVICE EODM and hold SURVICE EODM harmless from and against any and all claims, demands, liabilities, damages (direct, indirect, consequential and otherwise), losses, expenses and lawsuits arising out of Customer's negligent, reckless, or willful conduct. This indemnification

includes, but is not limited to, the payment of all damages (direct, indirect, consequential and otherwise), expenses, costs, and/or attorney's fees, regardless of the theory of liability/responsibility.

LIMITATION OF LIABILITY: IN NO EVENT SHALL SURVICE EODM BE LIABLE TO CUSTOMER FOR ANY LOST OR ANTICIPATED PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, ARISING FROM ANY LEGAL OR EQUITABLE CLAIM, WHETHER SOUNDING IN TORT, CONTRACT, STATUTE, OR OTHER LEGAL THEORY. IN NO EVENT SHALL SURVICE METROLOGY EODM'S TOTAL LIABILITY ARISING OUT OF THIS CONTRACT, WHETHER SOUNDING IN NEGLIGENCE OR OTHER TORT, CONTRACT, STATUTE, OR OTHER LEGAL THEORY, EXCEED THE CONTRACT PRICE.

Integration Clause: This agreement is final and contains the entire understanding of the Parties. This agreement supersedes any and all prior agreements or representations, whether oral or written, by either party concerning the goods and services provided to the Customer by SURVICE Metrology. Any amendment, modification, cancellation or waiver of rights under this agreement shall be effective ONLY if in writing and signed by an officer of the Party against whom enforcement of the same is sought.