

## **STANDARD CUSTOMER TERMS AND CONDITIONS**

GENERAL: THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN **DIBA INDUSTRIES** ("Seller") AND THE BUYER AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN AGREEMENTS OR COMMUNICATIONS. 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.

PRICES, FREIGHT, AND 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 after delivery to the carrier shall be paid by the Customer.

PAYMENT TERMS: Terms of payment, unless otherwise agreed in writing, are net 30 days from invoice date, in U.S. dollars. 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.

QUOTATION AND ACCEPTANCE: Any quotation submitted by the Seller shall, unless otherwise stated, be open for acceptance within thirty date from the date of the quotation. A quotation by the seller does not constitute an offer and the Seller reserves the right to withdraw or revise a quotation at any time prior to the Seller's acceptance of the Buyer's order. Seller reserves the right to requote with any change in specifications, quantities, lead time, or payment terms and on a regular basis.

CANCELLATIONS: On goods fabricated, manufactured or produced to individual customer requirements, drawings, specifications or design, Seller reserves the right to fabricate, manufacture or products the entire quantity ordered in one production run, unless shipments will be made in accordance with Buyer's requested schedule. In the event of cancellation of such non-standard goods, any raw material components, sub-assemblies or finished assemblies on quantities equivalent to the full production run for the entire quantity ordered plus normal overrun shall be as part of applicable cancellation charges.

**CORRECTIONS:** Stenographical or clerical errors are subject to correction and must be made within thirty (30) days of error or shall be deemed waived.

**ORDER QUANTITIES:** For custom product, customer is to accept quantities of articles shipped, so long as quantity is within 10% of the Purchase Order quantity for each line item. Seller reserves the right to enforce minimum order quantities.

**DELIVERY, TITLE AND RISK OF LOSS:** Products are shipped FOB Seller's Plant. Risk of loss and title shall pass to Buyer upon delivery of product to the carrier. Unless specifically otherwise set forth, all prices do not include the cost of freight or handling, or costs or charges for insurance or any production, sales, use, transfer, transportation, excise or other tax, tariffs, or custom duties, and Buyer shall pay directly or be charged by Seller for all such costs and/or charges in addition to the price(s) of the product supplied hereunder and Buyer shall be obligated to pay such charges and costs on the same terms as apply to payment of the price(s) hereunder. 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.

**WARRANTY:** Seller warrants that its Products purchased hereunder shall, at the time of shipment, conform to Seller's stated specifications and 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 Goods 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.

**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) sold or to be sold hereunder

(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.

**PATENT INDEMNITY:** Seller warrants that the sale of goods pursuant to this Agreement, except goods 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 goods sold hereunder 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 goods 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.

**EXCUSABLE DELAYS:** If the performance of any obligation, except payment of moneys due, is prevented, delayed, restricted, or interfered with in any way by reason of any force majeure, act of terrorism (whether actual or threatened), fire, flood, explosion, failure of machinery, strikes, lockouts, or labor trouble, supply of fuel, power, materials, containers or transportation, or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the party to whom the performance is due, shall be excused from such performance to the extent of such interference. Each party shall use reasonable efforts to remove or resolve such interference with performance as promptly as reasonably possible.

**HALMA GROUP CODE OF CONDUCT POLICY:** Seller has a Code of Conduct policy that is published on its parent company website ([www.halma.com](http://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 National), 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.

SEVERABILITY: In the event that any portion of this Agreement should, for any reason, be held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or contrary to public policy, then the remainder of this Agreement shall remain in full force and effect.

GOVERNING LAWS: These Terms and Conditions of Sale shall be governed by and interpreted in accordance with the substantive laws of the State of Connecticut, U.S.A. Any action arising out of or related to this agreement must be commenced within one year from the date the right, claim, demand or cause of action shall first occur, or be barred forever.

If any provision or portion hereof is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions or portions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.