

## TERMS AND CONDITIONS

**CONTRACT FORMATION:** An order may be placed by Buyer by means of a separate purchase order or by signing and returning a quotation to Ametek®Power Instruments. A contract shall not exist in either case until acknowledged or countersigned by an authorized employee of Ametek®Power Instruments. The contract thus formed shall be deemed to have been made in the location of Ametek® Power Instruments' works, and shall be construed and interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the County and State of the location where the contract is formed.

**PRICES:** Ametek®Power Instruments products as priced in quotations are subject to the terms and conditions as set forth on the quotation. Equipment manufactured by others includes the same price protection to Buyer as is offered to Ametek®Power Instruments by the original manufacturer.

**TAXES:** Buyer shall pay to Ametek®Power Instruments as part of the purchase price of the goods sold under this contract any and all excise, use, privilege or sales taxes, or any other taxes or assessments now or hereafter imposed, levied or increased by or under the authority of any federal, state or local law, rule or regulation concerning the equipment purchased, or the manufacture of sale thereof. In the event that Ametek®Power Instruments shall pay such taxes or assessments, Buyer shall, upon demand, reimburse Ametek®Power Instruments for same.

**ESCALATION:** Unless otherwise stated, prices quoted are based on costs of materials and labor at the date of quotation and if between that date and the completion of the work, any cost variations occur, Ametek®Power Instruments reserves the right to have the quotation price amended in accordance with the formulas of U.S. Department of Commerce or Board of trade, whichever applies.

**CHANGE IN DESIGN:** Ametek®Power Instruments reserves the right during the pendency of the order to make changes in design at its cost where in its opinion improvements can be effected in design or layout, and the goods so modified shall be accepted by Buyer provided such modification does not adversely affect the performance of the system or equipment.

**FIELD SERVICE:** A maximum number of days of field service and trips to the site are included in quotations. Where field service is requested later for goods both in and out of warranty (or additional service is required) not having been specifically included in a quotation, the prevailing rate will be charged. Overtime and Saturday, Sunday and Holiday service will be charged at the prevailing rates. Travel and expenses will be charged as an additional expense and all travel time is included in computing field service hours.

**TERMS:** Terms of net 30 days requires payment to be made 30 days from the date of the invoice. Payment is required for customer orders shipped and invoiced in full as well as any portion or partial. Failure to make timely payment of invoice(s) entitles Ametek®Power Instruments to withhold delivery and/or production of any equipment customer has on order. Unpaid invoice(s) over 30 days past due are subject to a 1.5% service charge. The "bill to" customer will pay all interest, fees, and other costs incurred by Ametek®Power Instruments as a result of collecting any past due invoice(s) of that customer.

**DRAWINGS:** Ametek®Power Instruments will provide only those drawings necessary for installation and mounting of the equipment. No shop or manufacturing drawings will be furnished.

**INSTRUCTION MANUALS:** Ametek®Power Instruments provides without charge two instruction manuals in English with each order; additional copies are available at the prevailing published prices.

**INSPECTION AND TESTING:** The products supplied hereunder are inspected and, where practicable, submitted to standard tests before dispatch. If tests other than those specified in the order or tests in the presence of Buyer or its representative are required, these will be subject to additional charge. In the event of any delay on Buyer's part in attending such tests after seven (7) days notice that Ametek®Power Instruments is ready to perform testing, the tests will proceed in Buyer's absence and will be deemed to have been made in Buyer's presence.

**INSTALLATION:** Buyer shall furnish all labor and materials required for the installation of the equipment. Ametek®Power Instruments will provide only the equipment set forth in this quotation.

**PERFORMANCE:** (i) If the performance figures obtained on any test provided for in the order are outside any rejection limits specified therein, Buyer will be entitled to reject the goods provided Ametek®Power Instruments has been given reasonable time and opportunity, within warranty, to rectify its performance. (ii) If Buyer becomes entitled to reject goods, Ametek®Power Instruments will repay to Buyer any sum paid by Buyer to Ametek®Power Instruments on account of the product price thereof. (iii) Buyer assumes responsibility that goods stipulated by Buyer are sufficient and suitable for Buyer's purpose save insofar as Buyer's stipulations are in accordance with Ametek®Power Instruments advice.

**AMETEK POWER INSTRUMENTS AFFILIATES:** Ametek®Power Instruments reserves the right to allocate for execution any order, whether in whole or part, to such of its affiliated companies or manufacturing licensees as may seem to Ametek®Power Instruments best suited.

**FORCE MAJEURE:** Ametek®Power Instruments shall not be responsible for, nor be deemed to be in default, on account of delays due to causes beyond its control and not occasioned by its fault or negligence, including, but not being limited to, civil war, insurrections, strikes, riots, fires, floods, explosions, earthquakes, serious accidents, any act of government priorities, allocation, regulations or orders affecting materials, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, or labor disputes causing cessation, slow-down or interruption of work.

**CANCELLATION:** Cancellation of orders once placed with or accepted by Ametek®Power Instruments can be made only with the consent of Ametek®Power Instruments. Should Buyer, due to adverse change in design or other good and sufficient cause in Ametek®Power Instruments' sole discretion, desire to effect cancellation on said order, same shall be accepted by Ametek®Power Instruments on the following basis: Buyer shall pay the purchase price in full for all articles completed and ready for delivery, and a percentage of the purchase price on such items as shall not be completed, equal to the percentage of completion thereof. Buyer shall also pay in full the cost of all materials provided for this order that are on hand or for which Ametek®Power Instruments is obligated, together with all labor and other expenses incurred in connection therewith. Invoices covering said costs shall be due and payable immediately upon the acceptance by Ametek®Power Instruments of cancellation.

**CARRIER:** Title to equipment and right to possession passes to Buyer at the time of delivery to the carrier, even though selected by Ametek®Power Instruments. This condition prevails even though the price is quoted FOB destination, COD, etc. The associated risks and costs of transportation shall be borne by Buyer, notwithstanding the specification of freight routing by Ametek®Power Instruments, goods purchased hereunder are at the risk of Buyer from and after delivery to the carrier, and Buyer assumes all responsibility for shortage, loss, delay or damage in transit upon issuance to Ametek®Power Instruments by the carrier of a clean bill of lading.

**STORAGE:** If Ametek®Power Instruments does not receive forwarding instructions sufficient to enable it to ship the goods within 14 days after the date Buyer is notified that they are ready for shipment, Buyer shall take delivery or arrange for storage. If Buyer does not take delivery or arrange for storage, Ametek®Power Instruments shall be entitled to arrange storage either at its works or elsewhere on Buyer's behalf and all charges for storage, insurance and/or for demurrage shall be payable by Buyer.

**DAMAGES:** Buyer shall assume all risks and liabilities resulting from the use in its manufacturing or other processes of any of the goods delivered, or by use of such goods in combination with other substances. Under no condition shall Ametek®Power Instruments be liable for incidental or consequential damages.

**WARRANTY:** Within one year of its original purchase, Ametek®Power Instruments warrants equipment of its own manufacture to be free from defects in material and workmanship under normal conditions of use and service and will replace any component found to be defective, on its return to Ametek®Power Instruments, transportation charges prepaid. Ametek®Power Instruments will extend the same warranty protection to Buyer on accessories as is extended to Ametek®Power Instruments by the original manufacturer. **THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Ametek®Power Instruments expressly disclaims any and all other obligations or liabilities arising out of, or which may arise in connection with, the sale or use of any equipment manufactured or sold by Ametek®Power Instruments.