

In these Terms of Order and Quotation, Sensors Unlimited, Inc., a Collins Aerospace Company is referred to as "Sensors" and the customer of this Order is referred to as "Buyer".

1. **EQUAL OPPORTUNITY EMPLOYER.** Sensors is an equal opportunity employer.
2. **CONSTRUCTION.** By ordering goods/services described herein, Buyer acknowledges it is transacting business at Sensors' principal place of business in Princeton, New Jersey. Regardless of the place of manufacture, this Order shall be governed by, subject to, and construed according to the laws of the State of New Jersey, without regard to principles of conflict of laws; provided, however, that the UN Convention on Contracts shall not apply to any transaction governed by these terms and conditions. Buyer and Sensors Unlimited, Inc. agree that a state or federal court located within New Jersey will be the exclusive venue for any litigation concerning this Order or transaction.
3. **ACCEPTANCE.** All orders are subject to Sensors management approval and are not binding on Sensors Unlimited, Inc. until accepted. Sensors shall have the right to reject the purchase order by written notice to Buyer.
4. **AGREEMENT.** Failure of Sensors to object to any provision contained in any order or other communication from Buyer shall not be construed as a waiver of these terms and conditions or an acceptance of such provisions. Buyer acknowledges that the terms of its purchase order are subject to the terms and conditions herein. In the event that the parties enter into a separate Supply Agreement specifically covering Buyer's orders to Sensors, these terms and conditions shall be deemed incorporated into such agreement except to the extent expressly inconsistent therewith. In the event of any conflict between the terms and conditions stated herein and those stated in any order or other communication from Buyer, the terms and conditions stated herein shall govern. Buyer will be deemed to have assented to and waived any objection to the terms and conditions contained herein if Buyer does not object in writing to these terms within seven (7) calendar days of its receipt of these terms and conditions or if Buyer accepts or pays for a portion or all of the goods. Buyer may not cancel this order without Sensors management approval (in the case of a custom order) or on less than 30 days prior to a scheduled delivery date (in the case of an off the shelf order).
5. **PRICE.** All prices are in U.S. dollars, unless otherwise stated. All quotations are valid for 30 days, unless otherwise stated. Unless otherwise stated, quoted prices do not include non-standard and international freight, insurance, or premium packaging costs, which shall be at the cost of Buyer. When Sensors prepays freight or insurance charges, Buyer will pay such charges to Sensors as an addition to the purchase price. The prices are valid only for the quantity of goods specifically covered by the relevant quotation.

6. **TAXES.** Prices do not include taxes, now or hereafter enacted or any other amounts payable to governmental authorities, on account of the sale of goods hereunder. In addition, for any goods delivered outside the United States, all taxes, VAT, import or export duties, licenses, fees and similar charges that Sensors is required to collect or pay shall be paid at the expense of Buyer unless otherwise stated and such charges shall be treated as an addition to the purchase price. Buyer needs to provide a copy of a valid Reseller's exemption certificate in each applicable taxing jurisdiction for goods purchased for resale.

7. **WARRANTY.** Sensors warrants its products to conform to the specifications described in its written quotation and in the relevant product specifications published by Sensors which are specifically provided by Sensors to Buyer ("Specifications"), provided Buyer's installation and use of the products conforms to applicable Sensors specifications. The period of warranty for all products sold to the Buyer is one year from the shipping date unless otherwise stated in the written quotation or separate Warranty Agreement. The warranty commences from shipping date. The warranty is extended to only the original buyer of the goods from Sensors as per the Sensors sales order. All Sensors products must be installed per published Sensors procedures and operated within published Sensors operating and environmental conditions in order to be covered under warranty. Items provided to Buyer on a developmental, trial basis and sold on an "as is" basis are not covered by any warranty provision. SENSORS UNLIMITED, INC MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. SENSORS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. As Buyer's sole remedy for breach of this warranty, Sensors will repair or replace, at its option, any defective Sensors products if Buyer notifies Sensors in writing of such defect within the stated warranty period. Products may not be returned to Sensors without first obtaining a Returned Material Authorization Number from Sensors. Buyer shall bear the risk of loss and expense of return shipments until products are received and inspected by Sensors or its agent. Products repaired or replaced during the applicable warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or 30 days from the date of re-shipment, whichever is longer. IF SENSORS IS UNABLE TO REPAIR OR REPLACE THE PRODUCT IN A TIMELY FASHION, BUYER'S SOLE REMEDY FOR ALL DAMAGES OR LOSSES SHALL BE TO OBTAIN A REFUND OF THE PRICE PAID FOR THE PRODUCT. This warranty shall not apply to defects resulting from unauthorized modification, alteration or repair, abuse, misuse, accident, improper installation or configuration, operation outside environmental or operational specifications, or any other cause not the fault of Sensors. If Buyer supplied information to Sensors that Sensors relied upon in the selection of the products, and if actual operating conditions differ from those represented by Buyer, any warranties that are affected by such conditions shall be null and void.

**8. LIMITATION OF LIABILITY.** Sensors' liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from Sensors manufacture, sale, delivery, resale, repair or use of any products or services sold to Buyer, or from the performance or breach of any agreement between the parties relating thereto, shall in no case exceed the price allocable to the product or part thereof which gives rise to the claim. IN NO EVENT SHALL SENSORS BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUE EVEN IF SENSORS UNLIMITED, INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

**9. CREDIT/PAYMENT TERMS.** Buyer certifies to Sensors its financial responsibility, ability and willingness to pay Sensors invoices in accordance with the following terms and conditions: Unless pre-payment is required, terms of payment are Net 30 from the date of delivery of product or service. Late fees in the amount of 5% of the invoice will be assessed 5 days after the due date. Interest will be charged at the rate of 1.50% per month on all delinquent accounts retroactive to the invoice date. Buyer will be responsible for all costs and expenses of collection, including, without limitation, attorney's fees, court costs and judgment interest. Notice: In the event this account becomes delinquent, all written and verbal communications will be an attempt to collect the debt and information will be used for that purpose.

**10. STORAGE.** Charges for storage or demurrage after shipment from manufacturing site, which accrue against Sensors, will be for the account of and assessed to Buyer. Storage charges shall be assessed to Buyer on goods held by Sensors after notification to Buyer that goods are ready for shipment from manufacturing site. Storage charges described herein shall be treated as additions to the purchase price.

**11. CARRIER.** In the event that the Buyer specifies a particular carrier, Sensors will make reasonable attempts to utilize that carrier. However, in the event that the specified carrier does not arrive in time to pick up the goods and deliver the goods to Buyer's specified shipping destination according to the delivery terms of the order, Sensors may select an alternative carrier to transport the goods. Sensors will not be liable for any costs, expenses or losses of the Buyer resulting from either damage to or delay in shipment of the goods.

**12. INSPECTION AND ACCEPTANCE.** Upon receipt of the goods, Buyer will be deemed to have accepted the goods except as provided in Paragraph 13. Buyer shall inspect any goods that show exterior freight damages at time of delivery. In the event of any freight damage, Buyer shall immediately notify freight carrier and file a claim directly with the carrier. Upon determination of damage to Buyer goods, in addition to filing claim with the freight carrier, the Buyer will immediately notify Sensors of the damage and provide Sensors with written

authorization to modify the purchase order for any replacement parts needed. Sensors will not be liable for any costs, expenses or losses of Buyer associated with any resulting delay in obtaining replacement goods. Costs of replacement goods are the responsibility of the Buyer.

**13. REJECTION OF GOODS.** Buyer, in writing within three (3) days after receipt of a shipment, may reject any product that is not in compliance with the Specifications or that is not free from defects in material or workmanship. If Buyer and Sensors agree that Specifications have not been met, Sensors will, at its option, repair or replace the goods or refund the purchase price by crediting Buyer's account. Sensors' exercise of one of these options in other circumstances shall not be deemed an acknowledgement of noncompliance. Goods may not be returned to Sensors without first obtaining a Returned Material Authorization Number from Sensors. Buyer shall bear the risk of loss and expense of return shipments and shall retain title until goods are received and inspected by Sensors or its agent. IN NO EVENT SHALL SENSORS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**14. EXCUSABLE DELAYS.** Sensors shall not be liable for damages or delays in performance resulting from causes beyond its control. Such causes include, without limitation, acts of God or the public enemy, acts of the United States or other governments, delays in obtaining required governmental approvals, shortages of fuel or raw materials, embargoes, unusually severe weather, fires, floods, labor disputes, equipment failure, unavailability of or delays in transportation, inability to procure materials, late deliveries by suppliers or other difficulties which are beyond the control and not the fault of Sensors. In the event of the occurrence of such a cause, Sensors performance of this order shall be suspended until the removal of such cause and the time for performance shall be extended for an adequate period.

**15. PRICE MODIFICATIONS.** Sensors may increase prices on any order within the 30 day period described in paragraph 5 upon 30 days' notice in the event of a substantial change in Sensors production costs, the nonoccurrence of which was a basic assumption of this order.

**16. TOOLING.** Costs of tooling, where applicable, will be assessed to Buyer as a one-time service charge, which does not constitute the purchase of tooling or engineering data. All such items shall remain in the property of and in custody of Sensors, who will have the option of retaining the tooling for subsequent use.

**17. TERMINATION.** If the entire quantity ordered is not released for shipment within twelve months of the date of the order, the quantity released will be rebilled at the price applicable for such quantity and the balance of the order will be canceled. In the event Buyer cancels this order in whole or in part as provided in Paragraph 4, Sensors may assess

termination charges in an amount not to exceed the selling price of the goods ordered.

18. **PRIME CONTACT.** Unless formally notified by the buyer, any provisions under any prime or other contract to which the Buyer is a party shall not bind Sensors.

19. **MACHINE SET-UPS.** Prices and deliveries are based on one-time machine set-ups. Multiple-release deliveries are subject to additional charges for multiple machine set-up and/or inventory carrying charges.

20. **SHIPPING TERMS.** Unless otherwise specified, delivery of products shall be FOB (or Ex Works) at Sensors' location in Princeton, New Jersey. Title to products and all risk of loss shall pass to Buyer at Sensors' location in Princeton, New Jersey, when the products are prepared for carrier pick-up.

21. **CONFIDENTIALITY.** Buyer acknowledges that information which Sensors may disclose to Buyer in a tangible form marked "Confidential," "Proprietary" (or with similar legend), or that is disclosed orally and confirmed in writing as confidential within a reasonable time, comprises proprietary and confidential information of Sensors ("Confidential Information"). In addition, Confidential Information shall include all designs, engineering details, schematics, drawings, and specifications developed by Sensors with respect to the products purchased hereunder. If Confidential Information is orally disclosed it shall be identified as such at the time of disclosure and a confirmation of the confidential nature of the information shall be sent by Sensors within thirty (30) days after the disclosure. Buyer agrees not to use Confidential Information or disclose, distribute or disseminate such Confidential Information to any third person except as expressly permitted under this Agreement or as expressly agreed in writing by Sensors. Buyer agrees to restrict access to such Confidential Information to those employees, contractors or consultants of Buyer who have agreed to be bound by and have duly executed a Confidentiality Undertaking in a form approved by Sensors. Buyer agrees to establish adequate internal safeguards and otherwise use reasonable care in restricting the use and dissemination of any Confidential Information in order to protect against its unauthorized use or disclosure to any third party. Buyer shall exercise the same degree of care to prevent unauthorized use or disclosure of the Confidential Information to others as it takes to preserve and safeguard its own confidential information, but in any event, no less than a reasonable degree of care. Buyer shall be relieved of this obligation of confidentiality to the extent any Sensors information (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of Buyer; (ii) Buyer can prove was known to Buyer, without restriction, at the time of disclosure as shown by the files of the Buyer in existence at the time of disclosure; (iii) is disclosed by Buyer with the prior written approval of Sensors; (iv) Buyer can prove was independently developed by Buyer without any use of the Confidential Information and by employees or other agents of (or independent contractors hired by) Buyer who have

not had access to any Confidential Information; or (v) becomes known to Buyer, without restriction, from a source other than Sensors without breach of this Agreement by Buyer and otherwise not in violation of Sensors' rights. Buyer acknowledges that breach of the confidentiality obligation would cause irreparable harm to Sensors, the extent of which would be difficult to ascertain. Accordingly, Buyer agrees that Sensors may seek immediate injunctive relief in the event of breach of the confidentiality obligation by Buyer. Upon request of Sensors, Buyer shall return all Confidential Information to Sensors.

22. **BUYER'S INDEMNIFICATION.** Buyer shall indemnify and hold Sensors, its subsidiaries, its and their successors and assigns, shareholders, directors, officers, employees and agents harmless from any claims for personal injury, property damage or other damage or loss caused by or incidental to Buyer's or Buyer's purchasers use of the products purchased hereunder, breach of this Agreement by Buyer, or Buyer's negligent act, omission or willful misconduct.

23. **GOVERNMENT CONTRACTS.** If any purchase order under this Agreement is issued for any purpose that is either directly or indirectly connected with the performance of a prime contract with the U.S. government or a subcontract thereunder, the terms that the Federal Acquisition Regulations or other appropriate regulations require to be inserted in contracts or subcontracts, except for those terms pertaining to cost and pricing data and cost accounting standards, will be deemed not to apply to any purchase order hereunder until Sensors' authorized representative reviews and approves.

24. **INTELLECTUAL PROPERTY.** Sensors retains for itself all proprietary and intellectual property rights including all patent rights in and to all designs, engineering details, schematics, drawings, specifications and other similar data and Confidential Information which pertain to the goods sold to Buyer hereunder. Buyer agrees that it will not engage in any reverse engineering to Sensor's products or invoke changes to the product design or Specifications without Sensor's prior written consent.

25. **TRADE COMPLIANCE.** (a) In performing the obligations of this contract, both Parties will comply with United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export, re-export or transfer of goods, software, technology, or technical data ("Items") or services, including without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), Foreign Assets Control Regulations (as administered and enforced by the Treasury Department's Office of Foreign Assets Control), U.S. Customs Regulations, Foreign Trade Statistics Regulations (U.S. Census Bureau), and Bureau of Alcohol, Tobacco, Firearms and Explosives Regulations (U.S. Justice Dept.) (collectively, "Export Control Laws and Regulations"). Each Party agrees

that it will take measures to ensure that any Items or services received from the other Party are not modified for or diverted to any application in contravention of applicable law or this Agreement.

(b) The Party conducting the export, re-export, or re-transfer shall be responsible for obtaining the required authorizations. The Seller shall have the sole authority to make or have made any required submissions to the United States Customs Bureau to the extent that it is the U.S. Principal Party in Interest in the export. Each Party shall reasonably cooperate and exercise reasonable efforts to support the other Party in obtaining the necessary authorizations required to perform its obligations under this contract. Neither Party guarantees the issuance or continuation in effect of such authorizations and shall have no liability in such event. If the relevant Items or services are subject to an authorization or other governmental approval specifically identifying Buyer as the end-user thereof, Buyer will not, directly or indirectly, export, re-export, transfer or re-transfer such Items or services received from Seller to any destination without Seller's prior written approval unless specifically permitted pursuant to such authorization or approval. Buyer shall indemnify and hold harmless Seller from any and all liability or other consequences arising as a result of a breach of clauses (a) and (b).

(c) The Party providing any Items under this contract shall, upon request, notify the other Party of the Items' export control jurisdiction and classification as well as the export control jurisdiction and classification of any components or parts thereof if they are different from the export control jurisdiction and classification of the Item at issue. (d) Each Party agrees to reasonably cooperate with the other in providing documentation or other information that supports or confirms the jurisdiction and classification, as applicable, provided above.

(e) In the event that Seller receives an Item from Buyer that, whether or not through Buyer's fault, is non-compliance with applicable Export Control Laws and Regulations, Seller reserves the right to retain possession of such property ("quarantine"). Seller shall have no responsibility or liability for, and Buyer shall indemnify and hold Seller harmless against any losses, claims, or damages incurred by Buyer or any third party resulting from Seller's quarantine of such Item.

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Acceptance and Special Notice**

Acceptance by issuing company:  
Sensors Unlimited, Inc., a Collins Aerospace Company

SU Name: \_\_\_\_\_

SU Title: \_\_\_\_\_

SU Signature: \_\_\_\_\_

Date: \_\_\_\_\_