GOODS AND SERVICES SOLD BY ELLISON SENSORS INCORPORATED ("ESI") ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTION TO AND SHALL NOT BE BINDING ON ESI UNLESS AGREED TO IN WRITING BY AN ESI CORPORATE OFFICER. BUYER'S ACCEPTANCE OF SHIPMENT OR PERFORMANCE AND PAYMENT FOR THE GOODS OR SERVICES CONSTITUTES ACCEPTANCE OF ESI'S TERMS AND CONDITIONS.

PRICE: Prices in effect at time of shipment of goods or performance of services shall prevail. All prices quoted by ESI are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by Buyer. A standard shipping charge is applied to each invoice for goods to cover the material preparation, packaging, freight and/or any additional costs associated with each shipment based on the value and/or weight of the shipment. Additional charges for local delivery may also apply.

PAYMENT TERMS: Unless otherwise agreed in writing, terms of payment are thirty (30) days net, without setoff or deduction, from date invoice was mailed or goods are delivered, whichever is earliest. A late payment charge of 1/2% per month (an annual percentage rate of 18%) shall be charged on all past due accounts and Buyer shall pay ESI all costs incurred by it in collecting any past due account from Buyer, including, but not limited to, all court costs and attorney's fees. However, if the foregoing charges exceed that rate which is the maximum permitted by law, then such charges shall be calculated to be the highest allowable lawful rate. The remittance portion of the invoice shall accompany payment. Alternatively, payments and other adjustments must reference the invoice number to assure proper credit.

DELIVERY: Unless otherwise noted, all sales of goods are made f.o.b. point of shipment and, in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Buyer. Delivery dates given in advance of actual shipment of goods or performance of services are estimates and shall not be deemed to represent fixed or guaranteed delivery dates.

WARRANTIES: Goods are sold only with such warranties as may be extended by the manufacturer of the product. Services performed by third parties are subject only to those warranties extended by such third parties. ESI MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE HEREBY EXCLUDED. Buyer is responsible for installation and use in accordance with manufacturer's instructions. ESI personnel are not authorized to alter this policy.

LIMITATION OF LIABILITY: ESI's liability on any claim for loss or damage arising out of or in connection with the performance or breach thereof, or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the cost of substitute products, facilities or services, downtime costs, or claims of customers of Buyer as shown on the invoice, all special tools, dies, jigs, patterns, machinery and/or equipment needed by ESI for the performance of this sale are, and shall remain, the property of ESI. ESI also reserves the right to cancel Buyer's order by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to ESI in the event of: (i) Buyer's insolvency, (ii) the filing of a voluntary petition in bankruptcy by Buyer, (iii) the appointment of a receiver or trustee for Buyer, or (iv) the execution by Buyer of an assignment for the benefit of creditors. ESI reserves the right to suspend its performance until payment or adequate assurance of performance has been received. ESI also reserves the right to cancel Buyer's order at any time for any reason. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants ESI a security interest in the goods and the proceeds thereof. Title to the goods shall remain in ESI, and goods furnished by ESI shall not become a fixture by reason of being attached to real estate, until paid in full. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest. A copy of the invoice may be filed at any time as a financing and/or chattel mortgage, in order to perfect ESI's security interest.

ASSIGNMENT OR DELEGATION: Buyer shall not assign or delegate any or all of its duties or rights hereunder without ESI's prior written consent.

WAIVER, CHOICE OF LAW, AND DISPUTE RESOLUTION: The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party. All transactions shall be governed by the laws of the State of Florida, United States of America, excluding conflict of law rules. Any dispute arising out of or relating to transactions hereunder shall be settled by binding arbitration in Boca Raton, Florida under Florida law administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrators will have the powers a state court judge would have had if the matter had been filed in such court, including equitable powers, except for the power to award punitive damages, which they shall not have. Actions by ESI for nonpayment by Buyer of the purchase price of goods or services sold, may be brought by ESI, at ESI's option, before any court of competent jurisdiction in Palm Beach County, Florida and to the extent permitted by applicable law. Trial by jury is hereby waived. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

GENERAL: All orders are subject to acceptance by ESI. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions shall not be affected thereby.

SPECIAL TOOLS: Unless specifically agreed in writing by ESI, and unless paid for by Buyer as shown on the invoice, all special tools, dies, jigs, patterns, machinery and/or equipment needed by ESI for the performance of this sale are, and shall remain, the property of ESI.