



TERMS AND CONDITIONS

For

AMETEK PURCHASE ORDER FORMS

WARRANTY: The seller warrants that the articles, material, and work covered by this order will conform to the specifications, drawings, samples, or other description furnished by the buyer or seller, and will be merchantable, free from defects in material and workmanship, and fit and sufficient for the purposes for which they are intended. The acceptance of any shipment or payment of the purchase price by the buyer shall not constitute a waiver of any defect or failure of compliance with this or any other warranties. Seller further warrants that it has good title to the goods covered by this order and the goods shall be delivered free from any security interest or other liens or encumbrances. All warranties under this contract shall run to the buyer, its successors, assigns and customers. The seller shall indemnify Ametek, Inc., against any loss, cost, damage, claim or expense arising out of any injury to person or property, including death, in connection with the use of the goods, material and work covered by this order.

DELIVERY: The seller agrees to deliver the articles or materials within the time stated herein, and if delivery is not made as specified the buyer shall have the right, in addition to all other rights it may have, to cancel this order and recover any and all monies paid to the seller on the order.

No liability shall be imposed upon the buyer for failure to accept all or any part of the materials ordered if such failure is the result of acts of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or any other causes beyond the buyer's control. The seller shall not, without its fault or negligence, be responsible for delays or defaults in delivery due to similar causes, provided the seller shall notify the buyer within five days of such occurrence.

CHARGE FOR HANDLING: The seller agrees to make no charge for packing, crating, cartage, drayage, or storage unless specifically authorized herein.

SHIPMENT: The seller agrees to forward the articles or materials by the particular route designated by the buyer or if forwarded by another route to be liable for payment of the difference in freight and of any other extra expense thereby incurred. If no route is designated by the buyer, the seller agrees to forward the articles or materials by the route taking the lowest transportation rate.

QUANTITIES: Quantities shipped on this order must be exactly as specified, not more or less, except that with respect to raw materials and bin and bulk items, the quantity specified is subject to a variation not exceeding five percent (5%) more or less. Buyer reserves the right to return to seller, at seller's expense, shipments received more than 30 days in advance of buyer's specified date(s) or, at buyer's election, buyer may accept such shipment but the invoice rendered for such shipment shall be deemed post dated to the delivery date specified by buyer.

INSPECTION: The buyer and/or inspectors of the Government may inspect and test all material and workmanship entering into the performance of this order at any reasonable time and at any place before, during or after manufacture, notwithstanding any prior payment or inspection. In case any of the articles or materials are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, the buyer shall have the right, at its option and in addition to all other rights it may have, to reject same or require that

such articles or material be replaced promptly with satisfactory materials or workmanship. The buyer will hold any defective material subject to seller's instructions and at seller's risk and expense for storage or other charges and/or, at buyer's option, will return defective goods at seller's risk and expense. Buyer shall be entitled to full credit for such merchandise or if payment had been made by buyer, seller, on demand of buyer, will promptly refund to buyer such payment. The buyer may elect to retain rejected articles and remedy any defects. The cost of effecting such remedy shall be deducted from the amount due the seller hereunder.

CASH DISCOUNT -- TERMS OF PAYMENT: Unless otherwise specifically agreed and unless otherwise provided in "Quantities" above, the time for discounting and payment of invoice will begin from the date of the receipt of the goods. Any money due for articles or materials furnished on this order may at buyer's option be applied to the payment of any sums owing by the seller to the buyer. Shipment of this order shall not be made at prices higher than shown hereon. If prices are not specified, shipment shall be made at prices prevailing at date of shipment or date of order, whichever is lower.

CHANGES: The buyer shall have the right at any time to make changes in any one or more of the following: (i) the method of shipment or packing; (ii) the drawings, designs or specifications; and (iii) the time and/or place of delivery. Upon such change, an equitable adjustment in the price shall be made and the contract modified in writing accordingly, provided that the seller notifies the buyer of its claim for an adjustment within ten days and provides the buyer with written information sufficient to justify the claimed adjustment within thirty days from the date the seller receives notification of the change.

ASSIGNMENT: Buyer may assign this order at any time without the consent of seller, without buyer being released from its obligation to pay the purchase price. Seller may not assign this order or delegate any of the obligations hereunder without the prior written consent of buyer.

CANCELLATION -- TERMINATION: The buyer reserves the right to cancel this order in whole or in part at any time prior to delivery. Cancellation shall be effected by a notice in writing or by telegram. Upon receipt of such notice, seller shall immediately discontinue all work, cancel all existing orders for materials and terminate all sub-contracts insofar as this order is affected, and shall do whatever else possible to best mitigate losses or costs on account of such cancellation. Notwithstanding anything contained herein to the contrary, buyer reserves the right to cancel this purchase order by notice in writing or by telegram to the seller, in the event that the contract or order between the buyer and the Government, or contractor or subcontractor under a Government contract, for the building of articles covered hereby or products incorporating such articles, is cancelled and in the event of such cancellation, buyer shall have no further liability under this order.

COMPLIANCE WITH LAWS: The seller shall comply with all applicable Federal, State and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act and the Walsh-Healy Act, in connection with the production of the articles and/or the performance of the services specified in this order and will indemnify buyer for any damages resulting from violation thereof. All invoices in order to be passed for payment must carry the certification of compliance with the Fair Labor Standards Act.

NON-DISCRIMINATION: The clause set forth in Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (30 F.R. 12319), and the rules and regulations issued pursuant to Section 201 thereof are hereby incorporated by reference and, in connection with the performance of work hereunder, the seller agrees to comply with the non-discrimination provisions of

the aforesaid executive orders, rules and regulations. The seller further agrees to include the above-mentioned clause in all sub-contracts and/or purchase orders hereunder unless exempted by rules, regulations or orders of the Secretary of Labor under Executive Order 11246, as amended by Executive Order 11375.

PATENTS: The seller warrants and represents that the sale or use of the articles or materials covered by this order will not infringe any United States patent, trademark or copyright, and the seller agrees to defend, protect, indemnify and save harmless the buyer, and the buyer's customers and users of its products, against all suits at law or in equity, and from all losses, costs, damages, claims and expenses for actual or alleged patent, trademark or copyright infringement in the use or sale of seller's products.

TOOLS, DIES, MOLDS: Any tools, dies, molds, fixtures, or other equipment ordered hereby or delivered to seller by buyer shall become or remain buyer's property and shall be used in the manufacture of articles exclusively for buyer and shall be delivered over to buyer forthwith upon buyer's request without additional cost to buyer. Any such equipment owned by the buyer shall be fully insured by the seller against loss by fire and hazards under extended coverage.

WHOLE AGREEMENT: This order is intended by the parties as the entire and final expression of their agreement and it is also intended as a complete and exclusive statement of the terms of their agreement. This agreement shall not be modified or supplemented except in writing and signed by the parties. In the absence of written acceptance (or acknowledgement) of this order by the seller, the commencement of performance on any portion of this order or the shipment of any goods hereunder shall constitute acceptance. If any provision of this order is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect.

Buyer hereby gives notice that it objects to the inclusion of any different or additional terms proposed by the seller in his acceptance (or acknowledgement) of

this offer (order), unless specifically agreed upon by buyer in writing, and if such terms are included in the seller's acceptance (acknowledgement), a contract for sale will result solely upon buyer's terms stated herein.

USE FOR RESALE: Unless otherwise indicated on face of this order, buyer hereby certifies that all material, merchandise or goods covered by this purchase order is for resale in the form of tangible property or is to be incorporated as a material or part into tangible personal property to be produced by manufacturing, assembling, processing or refining, or is to be used or consumed in manufacturing, processing, refining or retailing; or in rendition of a public utility service.

SURVIVAL: All of the covenants, warranties and representations contained herein shall survive the performance of this order by buyer and seller including without limitation, delivery of the articles or performance of the work, ordered hereunder, and the payment therefor.

NON-WAIVER: The buyer's failure to insist upon strict performance of any term or condition set forth herein shall not be deemed a waiver of any rights or remedies that the buyer shall have and shall not be deemed a waiver of any subsequent breach of the same or any other term or condition hereof. Shipping or receiving of any article under this order shall not constitute a waiver of any right of the buyer hereunder or of any obligation of the seller to comply with any of the provisions hereof.

TAXES: Seller shall pay all taxes applicable to this purchase unless such taxes are separately stated and itemized on the face of this order.

CAPTIONS: The captions herein are for the purposes of convenience only and are not to be construed in any way as part of this order.

GOVERNING LAW: This order and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of New York, the state of the principal office of buyer. Nothing contained herein shall limit any additional rights or remedies which buyer may have under any applicable laws, including without limitation, the Uniform Commercial Code of the State of New York.