

Terms & Conditions of Sale

KRM Measurement Solutions Inc (“SELLER”), and the party purchasing goods and/or materials (“CUSTOMER”), hereby agree to the following Terms and Conditions of Sale (“Terms and Conditions”):

CUSTOMER’s Acceptance of Terms

These Terms and Conditions of Sale constitute the entire agreement between SELLER and CUSTOMER relating to the goods and/or materials (“Products”) sold by SELLER to CUSTOMER. CUSTOMER’s acceptance of the Products is expressly conditioned on CUSTOMER’s acceptance of these Terms and Conditions. CUSTOMER’s acceptance is limited to these Terms and Conditions, and no different, inconsistent and/or additional terms and conditions submitted by CUSTOMER in acknowledging or accepting these Terms and Conditions or in issuing any purchase orders, releases, shipping instructions or other documents in connection with the Products, shall modify or amend these Terms and Conditions, unless specifically accepted by SELLER in writing. In the event of any conflict, discrepancy or inconsistency between these Terms and Conditions and the terms and conditions contained in any document submitted by CUSTOMER, these Terms and Conditions shall govern, even if CUSTOMER’s document expressly limits acceptance to CUSTOMER’s terms and conditions.

Credit

SELLER reserves the right in its sole discretion to approve, conditionally approve, or disapprove any request by CUSTOMER for credit. The amount of credit SELLER extends to CUSTOMER will be determined by SELLER in its discretion and may vary from time to time.

Payment Terms

All sums owed to SELLER by CUSTOMER shall be paid in accordance with the provisions of SELLER’s invoice or any written quotation issued by SELLER and signed by CUSTOMER. In the absence of such express provisions, SELLER’s terms will be Net thirty (30) days from the date of invoice.

Price

SELLER’s price is subject to and contingent upon CUSTOMER purchasing the entire quantity of Products identified in SELLER’s quotation. If CUSTOMER purchases less than the entire quantity of Products identified therein, prices may vary.

Cancellation or Returns

CUSTOMER may not cancel any order of Products for CUSTOMER's convenience without SELLER's prior written consent. SELLER may, in its sole opinion, authorize CUSTOMER in writing to cancel Products normally carried in SELLER's inventory. Any cancellation so authorized shall be subject to a cancellation charge of 15% of the purchase price. CUSTOMER may not cancel any processed Products, specially manufactured Products, or Products not normally carried in SELLER's inventory.

Title and Delivery

All prices quoted by SELLER are Free Carrier (FCA) SELLER's loading dock. Risk of loss shall pass to CUSTOMER at the time of delivery. Title shall pass to CUSTOMER upon loading on the transportation facility (i.e. truck or railcar), irrespective of any freight allowance, prepayment of freight or delivery terms.

Claims

CUSTOMER shall carefully inspect all Products and shipping documents promptly upon delivery. No claim for shortages or Products damaged during delivery will be valid or enforceable against SELLER unless (a) CUSTOMER notifies SELLER in writing specifying in detail the shortage or damage within fourteen (14) days from the date of delivery; (b) CUSTOMER returns the damaged Products to SELLER within fourteen (14) days following delivery; (c) upon return, SELLER confirms such damage; and (d) CUSTOMER has fulfilled all of the payment terms. CUSTOMER's notice must be accompanied by the original freight bill, with notation on the face thereof by an authorized agent for the carrier as to the Products claimed to be short or damaged during transit. CUSTOMER shall be deemed to have waived any claim for shortages or Products damaged in transit if CUSTOMER fails to so notify SELLER within fourteen (14) days following delivery. Any processing or use of the Products by CUSTOMER, other than return to SELLER, shall be conclusive as to CUSTOMER's acceptance of the Products as being satisfactory and in accordance with these Terms and Conditions.

Warranty

SELLER warrants to CUSTOMER for a period of twelve (12) months following delivery only that (a) the Products shall conform to the description and specifications, subject to industry standard tolerances and variations; and (b) SELLER has good title to the Products free and clear of liens, security interests or encumbrances by any party claiming by, through or under SELLER. SELLER HEREBY DISCLAIMS AND CUSTOMER HEREBY WAIVES ANY AND ALL OTHER ORAL OR WRITTEN WARRANTIES IN RESPECT OF THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER.

Products or refund of the purchase price. The foregoing sets forth SELLER's entire obligation and liability to CUSTOMER in respect of the Products, and CUSTOMER accepts the same as its entire

right and sole remedy in relation to any breach by SELLER of these Terms and Conditions. IN NO EVENT OR CIRCUMSTANCE WHATSOEVER SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY TYPE OR NATURE EVEN IF SELLER HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

SELLER'S TOTAL LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THE PRODUCTS, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE PRODUCTS TO WHICH SUCH LIABILITY RELATES.

Limitation of Liability

SELLER's liability shall be limited, at SELLER's option, to repair or replacement of non-conforming Products. In no case shall SELLER be liable for more than the purchase price of all Products sold during the preceding twelve (12) months of the claim.

Governing Law

THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH SELLER IS LOCATED WITHOUT REGARD TO ITS CHOICE OF LAW OR CONFLICTS OF LAWS PROVISIONS. ANY CLAIM, DISPUTE OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE PRODUCTS SHALL BE RESOLVED BY LITIGATION BROUGHT EXCLUSIVELY IN THE FEDERAL OR STATE COURTS HAVING JURISDICTION OVER SELLER'S LOCATION AND SELLER AND CUSTOMER IRREVOCABLY CONSENT TO THE JURISDICTION OF SAID COURTS.

Force Majeure

Neither CUSTOMER nor SELLER shall be liable for any delay, breach or non-performance of these Terms and Conditions (other than the payment of money) wholly or partly due to any cause beyond such party's control ("Force Majeure") including, without limitation, acts of God; war; civil disturbances; acts of any foreign, federal, state, local or other governmental authority; non-availability, delay or diversion of shipping or other transport; lock outs, strikes or trade disputes; break down or interruption of any plant, machinery, equipment or utilities; shortage, non-availability or allocation of raw materials or commodities; any combination of the foregoing, or any other cause outside of such party's control whether similar to or different from those stated herein. On the happening of Force Majeure, the affected party shall advise the other party in writing with reasonable promptness and the affected party may suspend its performance during such Force Majeure without liability to the other party.

Assignment and Third Party Rights

Neither party may delegate or assign its rights or obligations without the other party's prior written consent, except that SELLER may assign its rights and obligations to an affiliate upon prior written notice to CUSTOMER. Any delegation or assignment without such written consent shall be null and

void, and without any legal force or effect. Notwithstanding SELLER's consent to any assignment or delegation by CUSTOMER, these Terms and Conditions shall be fully binding on CUSTOMER, its successors and permitted assigns. These Terms and Conditions shall not be deemed or construed as granting or conferring any rights in or providing any basis for claims by third parties.

Severability

If any provision contained in these Terms and Conditions or the application thereof to the parties shall be finally determined by a court to be unenforceable in any respect, such provision shall be deemed severed and deleted from these Terms and Conditions and replaced with a provision that is enforceable to the fullest extent permitted by applicable law and the enforceability of the remaining provisions of these Terms and Conditions and any other application thereof to the parties shall not in any way be affected or impaired thereby.

Entire Agreement

These Terms and Conditions contain the final and entire agreement of the parties hereto with respect to the sale and purchase of the Products and all other transactions contemplated herein, and supersede all prior or contemporaneous discussions, negotiations, agreements or understandings, whether written or oral, between the parties relating to the subject matter hereof. These Terms and Conditions may be changed, amended, modified, revised or supplemented only by a written instrument signed by an authorized manager or officer of SELLER.