



PURCHASE ORDER TERMS AND CONDITIONS

FLUID COMPONENTS INTERNATIONAL, LLC (“Buyer” or “FCI”) acceptance of Seller’s Products and/or Services is expressly conditioned upon Seller’s assent to the below P.O. Terms and Conditions. Seller’s delivery of and Buyer’s acceptance of Seller’s Products is also deemed by the parties to be Seller’s assent to these terms.

1. **ACCEPTANCE.** Acceptance of this Order and each of its terms and conditions will be evidenced by the Seller’s execution of the acknowledgement copy hereof, or by the Seller’s commencement of performance or shipping under this Order, or by acceptance of any payment therefore. Unless otherwise specifically indicated on the face hereof, this Order is not an acceptance of any offer, quotation or proposal made by Seller; and, any reference thereto is made solely for the purpose of specifying prices and the nature and description of the goods and services ordered. Any other additional or different terms are objected to by Buyer without need of further notice of objection and shall be of no force or effect. No variations in the delivery schedule, price, quantity, specifications or other provisions of this Order, and no new, additional or different terms or provisions, will be binding on Buyer unless agreed to in writing and signed by the Buyer’s Purchasing Agent or its other authorized representative.

2. **ACKNOWLEDGEMENT.** The acknowledgement copy of this Order must be returned promptly to Buyer. Shipment and delivery of goods must be made to agree with the schedule on the face of this Order. If the Seller cannot meet Buyer’s requested schedule, Seller must so state on the acknowledgement copy indicating thereon the best schedule that can be met, which Buyer may accept or reject.

3. **PACKING & SHIPPING.**

(a) Unless otherwise specified, all packing and packaging shall comply with good commercial practice and applicable carrier’s tariffs. Goods shall be prepared for shipment and packed and covered to prevent damage or deterioration during transportation and give optimum protection of the goods and for inplant handling and storage. The price includes all charges for such packing and packaging and for transportation to the designated F.O.B. point in the Order; and, if not so designated at Buyer’s plant in San Marcos, California U.S.A. Follow Buyer’s specific instructions if provided. Seller shall be responsible for excess charges for failure to ship timely and follow Buyer’s instructions.

(b) The packaging, labeling and shipping of all HAZARDOUS SUBSTANCES, including DANGEROUS MATERIALS, must conform to all applicable federal and state laws and regulations.

(c) Unless otherwise instructed by Buyer, the Seller shall prepay all transportation and related shipping charges and shall itemize such charges on the Invoice. In the absence of specific routing instructions, shipments are to be made in the most efficient manner. Local and warehouse shipments of steel and bar stock, and the like, must be marked or tagged with name of shipper and shipping point to facilitate prompt identification upon receipt.

4. **INSPECTION AND QUALITY CONTROL.**

(a) All goods, materials and articles covered by this Order shall be new, unless otherwise specified; and shall be subject to inspection and approval by Buyer and FCI’s customer. Notwithstanding any prior inspection, receipt of goods, payment and/or acceptance of goods, final inspection will be made after receipt by Buyer for acceptance, or rejection if found to be defective or non-conforming to the Order. If rejected, such goods will be held for disposition at Seller’s risk. Or, Buyer may require Seller to repair or replace any or all of such rejected goods at Seller’s expense. Any Buyer expense or payment on account thereof will be promptly refunded by the Seller without prejudice to any other rights of Buyer under warranties or otherwise, and Buyer may offset such refunds against any other monies currently owing to Seller if it chooses. Rejected goods shall not be retendered to Buyer by Seller unless notification of such past rejection is submitted with the retender and Buyer has consented to such retender in writing.

(b) Seller shall provide and maintain a quality control system acceptable to Buyer. Buyer reserves the right to audit with 72 hour notice.

5. DELIVERY, ADVANCE MANUFACTURING OR PROCUREMENT.

(a) Unless otherwise agreed to in writing, Seller shall not make material commitments or production arrangements in excess of the amount ordered or more than fourteen (14) calendar days in advance of the time necessary to meet Buyer's delivery schedule. It is the Seller's responsibility to comply with this schedule, but not to anticipate Buyer's requirements. Goods shipped to Buyer in advance of schedule may be (i) returned to Seller at Seller's expense, or (ii) payments of invoices may be withheld until the required delivery dates, or (iii) goods placed in storage for Seller's account until the delivery date specified at Seller's expense.

Delivery according to Buyer's schedule is a major condition of this Order.

(b) In addition to the remedies provided in Paragraph 12, Buyer may also cancel an order that does not meet Buyer's schedule, purchase the goods elsewhere and charge the Seller for any resultant loss.

6. WARRANTY.

(a) Quality. The Seller expressly warrants to Buyer, to Buyer's successor in interest and its customers, that all goods, materials, articles, or work covered by this Order. (i) shall be of good quality and workmanship and free from defects, latent or patent, (ii) will conform to, and comply with, the terms of this Order, and to the applicable specifications and standards incorporated herein, (iii) will be suitable for the intended use, (iv) will be of merchantable kind and quality, (v) will be free from defects in design, material and workmanship, (vi) will not be counterfeit or fraudulent and (vii) will be purchased from an authorized supplier. The Seller agrees that all goods, materials or articles or work, or any part thereof found defective after delivery to Buyer or to its customer, whichever is later, will be corrected or replaced by Seller without charge, or a credit given to Buyer, if requested by Buyer. Any transportation costs will be for Seller's account. If the goods are to be held at Buyer's location, they shall be at Seller's risk and Buyer's discretion. The foregoing warranty shall apply to all repairs or replacement of goods. Such warranties are cumulative, and are in addition to any other warranty, express or implied, or service guarantee of Seller relating to the goods, or any other rights and remedies provided by law or equity.

(b) By accepting this order you guarantee that the articles described herein, and the sale or use of them will not infringe any United States or foreign Letters Patent, trademarks or copyrights and you agree to defend, protect and save us harmless, our successors, assigns, customers and users of our products, against all suits at law or in equity, and from all damages, claims and demands, for actual or alleged infringement of any Patent, trademarks or copyrights by reason of the use of the articles hereby ordered including without limit all legal fees.

(c) Buyer reserves the right to make repairs on defective material or services and charge Seller actual labor cost plus factory overhead, either when Seller is behind on deliveries, or when it can be done at less cost than by returning the material or articles to Seller. If Seller fails to correct defective material or services within a reasonable period, Buyer may procure the material or services from a third party and charge Seller for the difference, in addition to Buyer's costs in procuring the materials or services from the third party.

(d) If in the execution of this order, it becomes necessary for you or your agents, subcontractors or employees of any of them to enter upon any of our premises; you shall inform such individuals of and cause them to comply with our rules and regulations, particularly those relating to traffic, safety and fire precautions in our plants. You shall relieve us from all liability for any damage or injury resulting from your failure or the failure of your employees, agents, subcontractors or their employees to observe such rules and regulations, and for any damage or injury otherwise caused by you or them, while on, entering or leaving such premises. You shall protect and save us harmless from any and all liability for loss or damages arising from injury or disease to you, your employees, agents or subcontractors or their employees and for damage while on, entering or leaving our plant or other premises. You further agree to carry all workmen's compensation, occupational disease and liability insurance necessary under state and federal statutes or to fully protect us against the risks herein mentioned.

(e) If this order covers the performance of labor for us in any capacity, you agree to indemnify and protect us against all suits, liabilities or claims for injuries or damages to any person or property growing out of the performance of this contract. You also agree to furnish a certificate from your insurance carriers showing that you carry

adequate workmen's compensation, public liability, and property damage insurance coverage upon demand. The certificate must show the amount of the coverage, number of policy and date of expiration.

(f) Should Buyer provide Buyer-owned product as part of this Purchase Order, Seller shall hold and protect such Buyer-owned good from damage and shall promptly reimburse Buyer for the cost of such goods should they be damaged.

7. **CHANGES.** Buyer may at any time make changes in this Order, but if such change would cause a delay in Seller's performance or an increase in price, Seller shall notify Buyer immediately in writing and such change shall be made only if expressly authorized by a written Buyer "Change Order". Seller's failure to assert a written claim for adjustment within 30 days after Seller's receipt of Buyer's change order shall constitute a waiver of such claim. Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of this Order, as changed.

8. **PAYMENT: TAX.**

(a) Payment for goods and materials delivered under this Order shall not constitute acceptance thereof. Excluding early delivery pursuant to Paragraph 5, payment terms will be computed from the date of acceptance of the shipment or a correct invoice received by Buyer, whichever is later.

(b) All present and future taxes, itemized or otherwise, not expressly imposed by law exclusively on the buyer are deemed to be included in and will be treated as part of the purchase price or prices payable pursuant hereto, unless otherwise specified.

9. **TOOLING AND SPECIAL TEST EQUIPMENT.**

(a) The Buyer has the option to take possession and title to any dies, tools, gauges, fixtures, patterns, master art work, and other miscellaneous items necessary to meet the requirements of this Order. If Buyer exercises such option and Seller is unable to perform or continue to perform to this Order, Buyer will accept responsibility thereof only after Seller promptly notifies Buyer in writing of the issue; and, Buyer pays the reasonable unamortized tooling cost at that time.

(b) Any material that we furnish on other than a charge basis in connection with this order shall be deemed as held by you upon consignment. All such materials not used in the manufacture or testing of the products covered by this purchase order shall, as directed, be returned to us at our expense. All such materials not so accounted for or so returned, you shall pay for on the basis of our cost, or replacement cost, including transportation, as we elect.

(c) We retain title to all materials, drawings, artwork and supplies that we may furnish to you; and if at any time you are in default, or upon our request, we shall have the right to repossess any materials and/or supplies furnished by us to you.

(d) You agree to completely insure all property owned by us while held in your custody or control against loss or damage resulting from fire (including extended coverage), malicious mischief and vandalism, in an amount equal to the replacement cost thereof, with loss payable to us. Within a reasonable time after the acceptance of this order, and upon our request, you shall submit to us satisfactory proof of procurement of such insurance.

(e) When the cost and use of special tools, artwork and drawings, involved in the manufacture of this order, is included in the price, they become our property upon completion of the order (subject to our shipping instructions).

(f) Title to, and the right of immediate possession of all tooling, material and special test equipment furnished by Buyer to Seller shall remain in Buyer's name. Buyer does not guarantee the quality or suitability of such tooling, material or special test equipment.

(g) Tooling, material and special test equipment subject to this Order shall be maintained in good condition and replaced when necessary at Seller's expense.. Seller shall make an annual physical inventory of all such tooling, materials and special test equipment, and upon request to Buyer shall execute a written certification confirming that the Seller's property control system includes appropriate controls and records on acquisition, receiving, storage,

movement, consumption, utilization, maintenance and disposition, and that the same has been physically inventoried and inspected within the past year.

(h) All tooling, material and special test equipment ordered or furnished by Buyer, shall be used solely in the performance of work under this Order.

(i) The provisions of this clause shall be inserted in Seller's purchase orders and subcontracts at all tiers issued under this Order.

10. TERMINATION, STOP WORK.

(a) We shall have the right to cancel this order in the event (i) for our own convenience at any time, (ii) for Seller's default, (iii) you cease to continue your operations in the normal course of business, (iv) file a petition in bankruptcy or seek relief under any of the provisions of the Federal Bankruptcy Act, or of any state insolvency statute, (v) such a petition shall be filed against you and remain undismissed for a period of 30 days, (vi) a receiver or trustee is appointed for you and such appointment is not vacated within 30 days from the date thereof, or (vii) you make an assignment for the benefit of creditors.

In the event of cancellation of this order, our liability shall be limited to the contract price for finished units or partially finished goods, at FCI's election.

(b) Buyer may issue stop-work orders to Seller without any cost or other liability.

(c) Buyer shall not be liable for any cost of design engineering or development, special tooling or general purpose equipment unless specifically ordered by Buyer.

11. INDEMNIFICATION.

(a) You agree to defend and indemnify us and save us harmless from all claims, liabilities, suits and action which may be made or brought against us by virtue of any claims or demands of every kind which any purchaser of such merchandise from us, or any other person may make against us arising from the use of such merchandise, or from any patent or hidden defects in the quality of said merchandise, or from the dangerous conditions thereof, and agree to repay the amount paid by us to settle any of said claims or liabilities, and to pay any judgment rendered against us in any such action or suit and to reimburse us for all costs, attorneys' fees and other expenses incurred by us in the defense of any such claims, suit or suits.

(b) The Seller agrees to indemnify and hold Buyer, its officers, employees and agents, free and harmless from any and all claims and damages caused to persons or property as a result of defects in the goods covered by this Order, and from any and all liability, loss or damage arising out of any act or omission of Seller, or its officers, agents, employees or its subcontractors at any tier, or out of Seller's failure, or any of them, to comply with any applicable laws, or governmental rules and regulations, or with any of these terms and conditions. Without limiting the foregoing, Seller and its subcontractors at all tiers shall obtain public liability and property damage insurance, in commercially reasonable amounts, covering the obligations set forth above, and shall obtain proper Workman's Compensation insurance covering all employees performing this order.

(c) All risks whatsoever including the risk of all loss or damage to materials by reason of any casualty and loss or damage to any third party occurring on your property shall be assumed and borne by you until the material is actually delivered to our plant.

(d) If this order requires you to perform any work or services upon property owned and controlled by us, you agree to keep the property involved and the work and services performed free and clear of all mechanics liens, and, at our request, to furnish certificates and waivers of liens as provided by law.

12. BUYER'S REMEDIES; Liquidated Damages

Buyer's remedies shall include, but not be limited to, Seller's reimbursement of damages incurred by Buyer for late delivery of material, documentation or other deliverables, due to Seller's failure to meet its obligations under Paragraphs 4, 5, 6, 9 and 11. In addition to these remedies, Buyer may invoke Liquidated Damages in an amount of 1% per week up to a maximum of 10% for late delivery of documentation or material.

13. PROPRIETARY INFORMATION.

(a) All proprietary, confidential, and/or trade secret information, or data (including all materials containing or embodying such information or data such as drawings, specifications and test reports) belonging to Buyer, or entrusted to Buyer by others, and becoming known to Seller in connection with this Order (hereinafter "Proprietary Information"), will remain the exclusive property of Buyer and shall only be used in the manufacture of product for Buyer. Seller will, for the term of this Order, and thereafter, preserve in confidence, not disclose to others without the prior written permission of Buyer, and not use (except in the performance of work for Buyer covered by this Order) any and all Proprietary Information.

(b) If requested, Seller shall enter into Buyer's Confidentiality Agreement protecting Buyer's rights to all confidential information intended for use by Seller or others with this Order.

(c) Where Buyer's data, designs, or other Proprietary Information are furnished to Seller's suppliers for procurement of supplies by Seller for use in goods to be supplied in performance of Buyer's Orders, Seller shall insert the substance of this provision in its purchase order for such supplies.

14. ADVERTISING.

(a) This order is confidential between the Purchaser and the Seller. It is agreed that none of the details connected with it shall be published or disclosed to any third party without Purchaser's written approval. Failure to observe this provision shall give us the right to cancel the contract resulting from the acceptance of this order with any further liability thereon.

(b) This is a material condition of this Order, the violation of which is cause for termination for default under Paragraph 10 above.

15. REPORTING.

Upon Buyer's request, Seller shall provide the estimated value and source of all Seller's purchases of supplies outside the continental U.S.A. as a result of this Order. And, Buyer may request of Seller periodic status reports as to its performance under this Order.

16. LAWS & REGULATIONS.

(a) You agree to comply with all federal, state or other statutes, ordinances, rules and regulations, codes and orders related to equal opportunity and affirmative action programs, especially those under Executive Order 11246 as amended, and its implementing regulations (including the Equal Opportunity clause set forth in Section 202 of such Order) and Section 60-1.4 (a) of the regulations of the Secretary of Labor, Title 41 CFR, Chapter 60 Parts 1-60, which are incorporated into this Purchase Order by reference and shall certify in writing upon Seller's request. In addition, you agree to guarantee us against any loss occasioned by your failure to comply with any federal, state or other laws and regulations applying to the goods purchased under this order, and you further agree to compensate us for all damages suffered as a result of your failure to do so (e.g. Child Labor Act, Fair Labor Standards Act, Walsh-Healy Act, Robinson Patman Act, OPS Regulations, Pure Food and Drug Laws, etc.). In addition, this Purchase Order incorporates by reference the Affirmative Action clauses of the Rehabilitation Act of 1973 at 41 CFR Section 60-741.5(a), and the Vietnam Era Veterans Readjustment Act of 1974, at CFR Section 60-300.5(a), as amended.

(b) The Seller will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Seller is bound by the terms of section 503 of the

Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

(c) The Seller will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

17. APPLICABLE LAW/JURISDICTION.

(a) The rights and obligations of the parties hereto shall be governed in all respects by the laws of the State of California, U.S.A., except for its internal conflicts of laws' provisions. The parties hereby confer jurisdiction upon any court or arbiter with competent jurisdiction within San Diego County, State of California, to determine any dispute arising out of or related to this Order, or the breach hereof. In any dispute in a court of law or arbitration to interpret or enforce this Order, the prevailing party shall be entitled to reimbursement of its costs, including reasonable attorneys' fees, from the other party, as determined by such court or arbiter.

(b) Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by mediation, and if that should fail, arbitration, in accordance with the rules and law obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.

18. ASSIGNMENT OR SUBCONTRACTING.

(a) This Order, or any rights thereunder, may not be assigned or hypothecated. None of the work which Buyer contemplates being performed by Seller shall be subcontracted without Buyer's prior written consent; and, if subcontracting is allowed, Seller shall continue to comply with, and be bound by, all provisions of this Order.

(b) Payment to an assignee in accordance with any assignment shall be subject to set off or recoupment for any present or future claim or claims which Buyer may have against Seller. Buyer reserves the right to make, without prior notice to assignee, direct settlements or adjustments in price with Seller under the terms of this Order notwithstanding any assignment of monies due or to become due to Seller hereunder.

19. FORCE MAJEURE

You shall not be responsible for delays and defaults on deliveries, nor we for failure to receive, if occasioned by causes beyond the control and without the fault or negligence of either party, including, but not restricted to, acts of God or the public enemy, acts of the Government (including but not restricted to, any preference, priority or allocation order), fires, floods, epidemics, quarantine restrictions, and freight embargoes. It being further understood, however, that if such disability continues for a reasonable period then we shall have the right to cancel this contract and to procure deliveries from another source without any liability or responsibility whatsoever to you.

20. MISCELLANEOUS.

The Order and any documents incorporated herein by reference supersede all prior understandings, transactions and communications, or writings with respect to the matters referred to herein, and constitutes the sole and entire agreement between the parties relating to the subject matter or terms of this Order. Any representation, promise, course of dealing, or trade usage, not contained or referenced herein, shall not be binding on Buyer. No modification, amendment, rescission, waiver, or other change shall be binding on Buyer unless agreed to in writing by Buyer. No waiver of a breach of any provision of this order shall constitute a waiver of any other breach, or of such provision. All warranties herein shall be construed as conditions as well as warranties, and the warranties and conditions herein contained shall not be deemed to be exclusive.

21. EXPORT COMPLIANCE.

Supplier hereby agrees to comply fully with all applicable U.S. [and non-U.S.] Sanctions and export control laws and regulations, including without limitation those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Department of State's International Traffic in Arms Regulations ("ITAR"), and the U.S. Commerce Department's, Bureau of Industry and Security ("BIS"). Specifically, Supplier covenants that it shall not -- directly or indirectly -- sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of any product, services, software, source code, or technology (collectively, "Products") received from FCI LLC ("Seller") under this Agreement to any person, entity, or destination, or for any activity or use prohibited by the laws or regulations of the United States [or any other country], without obtaining prior authorization from the competent government authorities as required by those laws and regulations. If Supplier does not indicate otherwise in writing to FCI, FCI shall rely on Supplier's product to be EAR99NLR.

22. REACH.

By providing goods in accordance with the Purchase Order, Supplier is certifying that the goods are in compliance with all aspects of the REACH regulations (1907/2006, Registration, Evaluation, Authorization and Restriction of Chemicals).

23. CONFLICT MINERALS.

(a) On July 21, 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act was signed into law. The Dodd-Frank Act and related U.S. Securities and Exchange Commission rules require certain companies to disclose the extent to which the products they manufacture or contract to manufacture contain so called conflict minerals sourced from mines in the Democratic Republic of the Congo (DRC) or adjoining countries. Conflict minerals include tantalum, tin, tungsten and gold, which are used in many electronic components and computer products.

(b) As a leading manufacturer of flow, level, temperature and pressure switches and meters, FCI promotes the traceability of these minerals and the transparency of the supply chain. FCI firmly believes that its customers should be fully informed about the products they purchase. While FCI, as a manufacturer, is not able to certify as to the country of origin of the minerals contained in the products manufactured by FCI's suppliers, FCI is committed to working with its customers to supply products that meet the customer's specifications. Important information on the use of conflict minerals in the technology supply chain is being compiled by the Electronics Components Industry Association (ECIA) and the Electronics Industry Citizenship Coalition (EICC). This information may be viewed at www.eciaonline.org.

(c) FCI does not directly purchase any conflict minerals from any source and endeavors not to purchase products that contain conflict minerals that directly or indirectly finance or benefit armed groups in the DRC or adjoining countries. FCI requires its suppliers to only source minerals from responsible sources. FCI fully understands the importance of this issue to its customers and is committed to supply chain initiatives and overall corporate social responsibility and sustainability efforts that work towards a conflict free supply chain. We require all of our suppliers to likewise support these efforts and make information on the origin of their product components easily accessible on their websites and through www.eciaonline.org.