TERMS AND CONDITIONS FOR ORDERS AND SALES

These terms and conditions for the purchase of products ("Products") from Durham Geo Slope Indicator ("DGSI") shall supersede any term or condition in any purchase order, confirmation or other document furnished by customer ("Customer") that is in any way inconsistent with these terms and conditions, and any additional terms not consistent with these terms and conditions shall not be enforceable.

Orders: All Customer orders are subject to acceptance by DGSI, which acceptance shall be at DGSI's sole discretion.

Catalog Orders: Catalog orders should include Customer's purchase order number (if required by Customer), company name, complete shipping and billing addresses, and name, title and telephone number of person ordering. Orders should state part numbers, descriptions and any applicable options.

Prices: Published prices are in U.S. Dollars and are subject to change without notice. All invoicing will be made at the price prevailing at DGSI upon receipt of Customer's order, unless covered by a valid quotation from DGSI. Current prices will be furnished on request.

Quotations: All proposed prices and anticipated delivery times are valid for 30 days from the date that a valid written quotation is issued, unless otherwise noted in such quotation. Thereafter, they are subject to change by DGSI without notice. Unit prices are based on the quantities quoted and are subject to change if the quantity ordered differs from the quantities quoted. All deliveries shall be made EXW shipping point. On request, quotations based on another trade terms can be made. Estimates of shipping and insurance charges will be supplied on request, but all such charges are the sole responsibility of Customer and Customer will be invoiced based on actual costs incurred in connection with such shipment.

Taxes and Surcharges: No Federal, state, or local excise, sales, use, withholding, VAT, occupational or other taxes, surcharges or other governmental fees are included in DGSI's published prices or quotations (including import or export duties), except when specifically noted in a quotation (in which case all prices quoted are subject to increase or decrease when such taxes or fees are increased, decreased, or applied.) Sales taxes will be added to the invoice where applicable unless the Customer provides an appropriate exemption certificate. If DGSI is required to pay any such tax or fee, Customer shall reimburse DGSI therefore promptly on demand. If Customer is required to make any withholdings from any sum payable to DGSI, then the sum payable by Customer shall be increased to the extent necessary to ensure that DGSI receives and retains a net amount equal to the amount DGSI would have received and retained in the absence of such required withholding.

Terms: Domestic - On establishing an account with DGSI and approval of credit, terms of sale are net 30 days from invoice date. Payment may also be made by Mastercard, Visa or American Express. All past due balances are subject to a finance charge of the lesser of 1.5% per month, or the maximum allowed by law. Export - Export shipments will be made only after receipt of a Confirmed Irrevocable Letter of Credit allowing shipment from any U.S. port, advance payment, or by special terms arranged with DGSI. The Customer shall pay all fees and costs charged by Customer's or DGSI's banks or finance companies related to procuring or drawing against Letters of Credit or other customer related services unless DGSI agrees otherwise in writing. Amounts for all export shipments are payable in U.S. Dollars.

Additional Terms for Export Sales: Letter of Credit Fee – Additional fee will be added for use of Letter of Credit. Legalization Fee – Additional fee will be added if Customer's order requires Legalization. Mandated Pre-Shipment Inspection (PSI) – If a PSI is required for Customer's order, all charges for inspection must be borne by Customer. None of the foregoing charges are included in a quotation and will be payable by Customer if incurred. Inspection requirements may create shipment delays beyond our control.

Bank: Wire transfer information provided on request.

Shipments and Delivery: Unless otherwise agreed in writing, shipments are made as soon as reasonably possible after receipt of order. DGSI will ship by the method of transportation deemed by DGSI to be the most satisfactory unless a transportation method is specified by Customer and agreed to by DGSI. DGSI reserves the right to make partial shipments where circumstances beyond its reasonable control may delay a portion of the order. The Customer will pay all loading, freight, shipping, insurance, forwarding and handling charges, taxes, storage, export or import tariffs, and all other shipping and transportation charges, fees and duties relating to the shipment and delivery of any of the Products. In

addition to the forgoing fees, the Customer will also pay any bank charges and other charges related to the purchase and delivery of the product including, without limitation, third party inspection charges whether inspected at point of origin or point of delivery.

Damage in Transit: When shipments leave our facility, they are in good condition or the carrier will not accept them. Damage in shipping is rare but Customer should always check for evidence of damage or loss before signing for any shipment. Customer should not accept any shipment that has apparent damage until the carrier notes and acknowledges such damage in writing. Customer should keep original packing materials until equipment has been fully examined in operation. Customer is responsible for filing all claims for damages directly with the carrier.

Errors and Shortages: DGSI shall use commercially reasonable efforts to ensure that no items are omitted from a shipment and that all items are properly packed for transportation. The Customer is responsible for opening and examining each shipment upon receipt and for notifying DGSI immediately upon discovery of errors or shortages in the shipment. DGSI assumes no responsibility or liability for errors or shortages discovered or reported by Customer later than 10 days after receipt of shipment from the carrier.

Responsibility and Risks: DGSI shall not be responsible for delays resulting directly or indirectly from strikes, accidents, acts of carriers, or other circumstances, similar or dissimilar, beyond its reasonable control. The Customer assumes all risk of loss for goods after they have been delivered by DGSI to the carrier or to such other destination as has been previously agreed upon by the parties.

Return of Goods: Goods produced to special specifications are not returnable. DGSI will not accept any standard purchased goods returned for credit or refund after 45 days from date of invoice. The Customer shall not ship goods back to DGSI for any reason without DGSI's prior written consent and returned goods must include a Returned Goods Authorization number issued by DGSI visible on the outside of the shipping container. Notwithstanding such consent, DGSI reserves the right to inspect the goods at its factory and to refuse at its discretion to accept the return of any item. Customer agrees to pay a 25% restocking charge on all returned items. Any use and/or damage by the Customer, or damage due to Customer's improper repackaging, may result in further charges as necessary to place item(s) in a condition that will allow the item(s) to be resold, or rejection of the returned goods by DGSI. Freight on returned items shall be prepaid by the Customer.

Special Products: Quotations for custom designs or adaptations will be prepared on request. Special products are not returnable. If an order for a special product is placed and subsequently cancelled prior to shipment, Customer will be invoiced for costs incurred up to the time of cancellation.

Limited Warranty: DGSI applies its warranties on a Product by Product basis. A complete warranty statement on each Product is available upon request. DGSI's sole and exclusive obligation, and Customer's sole and exclusive remedy for a breach of the applicable Product warranty is limited to replacement, credit or, at DGSI's option, repair of non-conforming Products returned to DGSI, should DGSI's examination disclose, to its satisfaction, that such Products were in breach of the applicable Product warranty. In addition to the above noted warranty, Products repaired or serviced by DGSI are warranted against defects in workmanship and materials in such repair or service for a period of 90 days from shipment back to Customer, or the remainder of the original warranty period, whichever is greater. Any third party components of Products or accessories supplied along with Products are not within the scope of the foregoing warranty and may subject to their respective manufacturer's warranties. All applicable warranties shall be void if any non-conformance to such warranty results in whole or party from abuse to or misuse of the Products, or improper installation or operation of the Products or attempts by the Customer to repair or modify the Products.

DISCLAIMER; LIMITATION ON LIABILITY: IN NO EVENT SHALL DGSI BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, OR FOR INSTALLATION, ADJUSTMENT, LOST PROFITS OR OTHER COSTS OR LIABILITIES WHICH MAY ARISE IN CONNECTION WITH ANY PRODUCTS PROVIDED TO CUSTOMER, EVEN IF DGSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE APPLICABLE PRODUCT WARRANTY EXTENDS ONLY TO THE ORIGINAL CUSTOMER OF DGSI OR DGSI'S AUTHORIZED DISTRIBUTOR, AS THE CASE MAY BE, AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT OR OTHERWISE, AND OF ALL OTHER OBLIGATIONS AND LIABILITIES OF ANY KIND AND CHARACTER. EXCEPT FOR THE WARRANTY APPLICABLE TO THE SPECIFIC PRODUCT(S) PURCHASED, DGSI MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO EVENT SHALL DGSI'S LIABILITY EXCEED THE TOTAL FEES PAID BY CUSTOMER HEREUNDER. CUSTOMER ACKNOWLEDGES THAT DGSI HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN CUSTOMER AND DGSI. CUSTOMER AND DGSI AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN HEREIN WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

Intellectual Property: Notwithstanding that title to a Product may pass to the Customer, DGSI shall remain the exclusive owner of all intellectual property rights of whatever nature including, without limitation, copyrights, patents and patentable inventions, know-how, trade secrets, trademarks and design rights (whether registered, registrable or otherwise) embodied in or otherwise relating to the Products. Other than as permitted by applicable law, Customer shall neither reverse engineer the Products or any part thereof. The Customer shall not remove any proprietary notices and/or branding contained in or otherwise affixed to the Products.

Governing Law: The quotation, these terms and conditions, and the purchase of Products by Customer shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws. The parties irrevocably agree that the state and federal courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the quotation, these terms and conditions, or their subject matter and the parties hereby submit to the non exclusive jurisdiction of the Massachusetts courts.