

Precision Measurement Inc. is referred to herein as "PMI". The Customer purchasing services from PMI is referred to herein as the "Customer". The Customer's acceptance of the services provided by PMI shall manifest the Customer's assent to the following terms and conditions. PMI's Sales Terms & Conditions (T&C) hereby supersede terms and conditions proposed in the customer purchase order or any other form that adds to, deviate from, or conflict with PMI's T&C. PMI reserves the right, in its sole discretion, to refuse any purchase order or service contract submitted by the Customer.

1. Pricing

Are only for services itemized in the quote, and does not include shipping, handling, on-site and/or mileage charges unless otherwise specified.

- a. Unless otherwise noted, pricing is based on standard configuration and does not include options or accessories, nor does it accommodate condition issues, any of which may incur an additional cost, and may require a re-quote of the service.
- b. Quoted pricing is valid for a period of 30 days.
- c. PMI requires a Purchase Order and/or Credit Card Order before item(s) before services can be rendered. If PMI services have been quoted the "Quote Number" should be referenced on subsequent Purchase Orders, and provide an advanced electronic copy/draft of the Purchase Order, for PMI review and acceptance via email.
- d. If the customer places an order against a blanket purchase order, PMI is not responsible for tracking dollars spent. However, upon request, a report of the current invoiced balance can be provided.

2. SI or NIST Traceable "Non-Accredited" Calibration or Testing Services

The customer will be provided a Calibration/Test Report that is traceable to NIST or an SI. The SI refers to the International System of Units. The calibration certificate does not include before and after calibration data unless otherwise specified. In the event a failure occurs, all available measurement data will be recorded and provided at no additional cost. If a customer requests a change to be made to a PMI issued calibration certificate it must be in accordance with ISO quality requirements and at PMI's discretion may result in a fee for rework. PMI, at its sole discretion, reserves the right to refuse any change request made.

3. Accredited 17025 Calibration Services

In addition to the certificate as delivered in 2. above, requested Accredited services always include:

- a. Calibration or Test report clearly identifying the services as Accredited.
- b. Recorded data of measurements taken including the expanded uncertainties to each measurement expressed in the unit of measure.

4. Calibration Intervals

Calibration intervals are selected at the request of the Customer. PMI maintains historical data, which may be made available to assist the Customer in making their determinations, but PMI makes no recommendation regarding the validity of the intervals determined by the Customer. If an interval is not specified at the time of order, the calibration interval will be set at 12 months or OEM recommendation by default.

**5. Terms of Payment**

- a. Invoices are due and payable in full within thirty (30) days from their date, unless other terms have been agreed to in writing by PMI. Late fees on past due amounts may be applied at the compounding at a rate of 10% of the unpaid, past due balance every 30 days past the original due date at PMI's option to any invoice not paid when due.
- b. Prices stated in the invoices are subject to correction for errors unless otherwise noted.
- c. Credit Card Customers or Customers that do not have set terms with PMI must pay the full balance of their invoice prior to receiving/shipping their item(s) back from PMI, to include calibration certificates.
- d. Net Terms Customers must provide a Purchase Order prior to the time of service. Under Net Terms, invoices are due and payable within terms posted.
- e. If payment for services is not received within 90 days PMI, at its discretion, may retain any property of the customer's in its possession as security for the amount due. If such payments remain past due 120 days, PMI retains the right to engage a collection agency to resolve the amount on their behalf. This provision does not apply to good-faith disputes of invoiced charges.

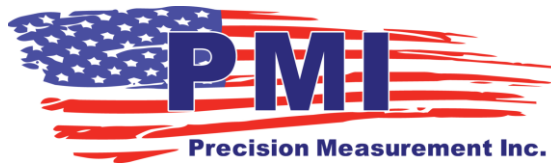
6. Sales and Similar Taxes

Currently, Florida law requires no sales tax assessed to "services" such as calibrations or testing. As such, PMI's service prices do not include sales, use, excise, or similar taxes. This is an exception to repairs that are taxable by Florida law. Consequently, the amount of any present or future sale, use, excise or other tax applicable to the sale of parts hereunder shall be paid by the Customer in addition to the invoice amounts, unless the Customer can provide a tax exemption certificate.

7. Return Shipments to Customer

Unless otherwise negotiated, delivery of products/items hereunder shall be F.O.B. point of shipment, and transportation expenses shall be paid by the Customer. Title to the products, right to possession, and risk of loss pass to the Customer at the point of shipment even if (a) the carrier is selected by PMI or (b) prices are quoted F.O.B. destination, C.O.D., or in any other manner. All return shipping will be Buyer - FOB Origin unless otherwise specified. Shipments are not insured unless specifically requested by the Customer. PMI invoices will include a Shipping / Handling Fee Per Box. If special requirements are in effect in order for shipments to be delivered to the location, PMI must be provided such information beforehand in writing for the carrier to be notified.

- a. Repaired and /or calibrated equipment shipped by PMI is carefully packed and thoroughly inspected before leaving PMI's facility. Any claim for discrepancies will be honored only if reported within fifteen (15) days from receipt of shipment.



- b. Responsibility for safe delivery of equipment is assumed by the carrier upon its acceptance of the shipment. Consequently, claims for loss or damage sustained in transit must, therefore, be filed with the carrier as follows: written requests for inspection by the carrier's agent should be made within fifteen (15) days of the delivery date when concealed loss or damage is discovered. Concealed loss or damage means loss or damage which is not apparent until the item is unpacked; contents may be damaged in transit due to rough handling even though the packaging may not show external damage. As to visible loss or damage, any external evidence of loss or damage must be noted on the freight bill or express receipt, and such a document should be signed by the carrier's agent at the time of delivery. The original packing must be retained and available to the carrier for inspection. The Customer's failure to adequately describe such external evidence of loss or damage may result in the carrier's refusing to honor a damage claim. The carrier will supply a form for filing such a claim.

8. Customer Contact Information

It is incumbent upon the Customer to provide PMI the proper and updated contact information for their account. This must be provided in writing in a timely manner in the event of a change to any contact information.

9. Customer Shipment to PMI

The customer is responsible for the proper packaging of equipment for shipment to PMI for service. PMI reserves the right, in its sole discretion, to refuse receipt of shipment. Shipment must include a packing slip of contents, a copy of a PMI quote, as well as the Customer's purchase order where applicable. Additionally, all gauge blocks, weights, etc. must be free of any grime, rust, cosmoline-rust preventive and papers, etc. If extra labor is incurred to accomplish calibration services (i.e. preparation and cleaning of gauge blocks) an extra fee in addition to the calibration fee may be added to the customer invoice at PMI's discretion.

Note: PMI also reserves the right to reject Oxygen related equipment if not packaged in accordance with SAE AIR5742A Packaging and Transportation of Oxygen Equipment or equivalent accepted standard. Upon request, PMI can provide guidance covering proper care and shipment of oxygen equipment.

10. Turnaround times (TAT)

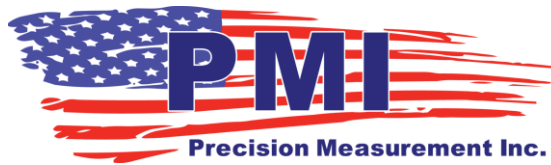
TAT is approximately 10 business days after receipt of equipment unless otherwise stated and does not include evaluation, repair or third-party calibration services.

11. Expedited Services

There are 3 levels of Expedite calibration services available for in-house services. Expedited turnaround may be requested and will incur an expedite fee provided upon request. Requested expedite service must be stated on any subsequent purchase order or request. PMI retains the right to refuse any expedite service request at its discretion.

Expedite Options:

- a. 24 Hour Emergency Expedite
- b. Two Business Day Expedite
- c. Three Business Day Expedite

**12. Broken or Damaged Condition**

If an item(s) is(are) received in broken or damaged condition, the customer will be notified immediately, and upon disposition by the customer, additional fees may be included for repair or processing where applicable.

13. On-site Services

If On-site Calibrations are unable to be performed as scheduled due to the unavailability of either the customer site or equipment, an additional charge may be invoiced for cancellation or reschedule, and any travel expenses will be incurred. When work is performed at a Customer's site, it is the responsibility of the Customer to have instruments available to facilitate a steady workflow. PMI requests the Customer's cooperation, when possible, in providing the on-site technician(s) with an environmentally controlled area to perform calibrations and to stage instruments. This area must have proper lighting and electrical service as well as adequate space to perform the scheduled work.

14. Safety

PMI reserves the right to refuse to carry out any work, which, in PMI's opinion, would be hazardous to PMI personnel or equipment. PMI shall comply with all of the Customer's safety requirements where applicable; however, PMI should be notified in advance of any special protective clothing or any other equipment required.

15. Record Keeping

PMI will maintain records of calibration and repair history for units serviced and offered for sale in our database. Software versions of these records are maintained on-line for a minimum of five (5) years.

16. Acceptance of Terms and Conditions

Acceptance of the terms and conditions herein is an essential prerequisite to any contract of sale made by the seller. No condition stated by the Customer in its offer or acceptance shall be binding upon the seller if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. Acceptance of any services through the delivery of customer equipment to PMI hereunder shall constitute the purchaser's agreement to stated terms and conditions.

17. Consent to Jurisdiction

This Agreement shall be construed and interpreted under the laws of the State of Florida. The parties hereby consent to the jurisdiction of the courts of the State of Florida and agree that venue shall lie in Okaloosa County. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.