

CONDITIONS OF SALE

Endress + Hauser Canada Ltd./Ltée (Seller) and the Customer named on the face hereof (Buyer)

1. Full Agreement. The agreement between Seller and Buyer (the 'Sales Contract') with respect to the product(s) and/or service(s) the goods specified on the face of the Order Acceptance, i.e. Order Acknowledgement will be subject to these, the Seller's Conditions of Sale together with any additions or revisions to such terms mutually agreed in writing by Seller and Buyer. Seller shall not be bound by any additional or different terms whether printed or otherwise in Buyer's Purchase Order unless specifically agreed to by Seller in writing.

2. Purchase Price. Prices are quoted CPT Domestic site, and are exclusive of all taxes, delivery costs and special packing. \$100.00 minimum order value. All goods are insured to the place of destination in Canada.

Any claims for damage incurred in transit must be notified in writing to seller within 14 days of delivery. Repair orders are delivered Ex Works, our warehouse.

If the Buyer is unable to take delivery of a nuclear isotope shipment after a delivery date has been agreed upon, such a delay will result in nuclear storage fees being incurred by the Seller, will be charged back to the Buyer.

3. Delivery. Seller shall in good faith attempt to effect delivery of the product(s) and/or service(s) by the date specified but shall not be responsible or liable for delays due to unexpected circumstances. In no event will Seller be liable for incidental or consequential damages resulting from failure to meet the specified or amended delivery dates. Item(s) ready for dispatch and not released by buyer may be subject to monthly storage fees at a minimum rate of 2% of item(s) value. Freight fees will be charged back accordingly.

4. Force Majeure. Events that are unforeseen, unavoidable and beyond our control (e.g., in particular force majeure, strikes, lockouts, stoppages, difficulties in obtaining materials or energy, transportation delays, actions by administrative bodies and disturbances due to national or international regulations as well as difficulties in obtaining authorizations, in particular import and export licenses) extend the delivery period for the length of the disturbance and its effects. This extension of the delivery period also applies when the difficulties occur by our suppliers or during an existing delay. Should the difficulty not

only be temporary, we have the right to withdraw from the contract. To the extent that, due to the delay, the delivery is unacceptable for the customer, he may withdraw from the contract by means of a written statement. Should this be done, claims for damages according to the cases in the previous clause are excluded.

5. Reservation. If we are responsible for obtaining licenses, particularly but not limited to the export/shipment/import of goods, our deliveries (performance of contract) are subject to the reservation that there are no impediments opposing to such license due to national or international regulations, particularly export control regulations, embargo or other sanctions. The customer shall provide us with all information and documents required for the export/shipment/import of goods. If a necessary license is not granted, the contract shall with regard to the concerned delivery be deemed to be not concluded; to this extent claims for damages against us shall be excluded.

6. Payment Terms. Unless provided to the contrary, Buyer shall pay Seller the full purchase price within 30 days from the date the products(s) and/or service(s) are invoiced. 1-1/2% interest will be added each month on past due accounts but not withstanding this, the Seller retains the right to commence proceedings against the Buyer to recover all monies owing. The title of the goods will not be deemed to have passed to the Buyer until the full purchase price and any interest due is paid the Seller.

7. Guarantee. Product(s). The Seller expressly guarantees for a period of 12 months from the date the product(s) were invoiced to repair or replace at the Seller's discretion, any defective Endress + Hauser manufactured goods returned carriage paid to his premises providing such defect arises solely from faulty material or workmanship and the goods have not been modified or put to improper use after leaving the Seller's premises. The guarantee period for instruments commissioned by Endress +Hauser Service is extended to 24 months from date the products were invoiced. Goods not of Endress + Hauser's manufacture carry the guarantee of the manufacturer.

8. Guarantee Services. Any services supplied by the Seller, including device configuration, repair of the product(s), component integration, calibration and product(s) modification are guaranteed against defects in material or workmanship for a period of ninety (90) days from the date of installation of the

product(s) or one hundred twenty (120) days from the invoice date.

9. On-Site Guarantee Support. If the Buyer makes a guarantee claimor requires the Seller to provide any service(s), at the buyers site, relating to any defect in the product(s) provided, all travel costs to and from site, at the Sellers published rate, shall be paid by the buyer.

10. Cancellation of Product(s) Order. Any purported cancellation of the Sales Contract by the Buyer prior to the dispatch of the goods shall be effective only 1) if made in writing 2) if accepted by the Seller and 3) on payment by the Buyer of 25% of the price of the goods stated on the Seller's Order Acceptance and such expenses as may be notified the Buyer by the Seller as the Seller may have incurred in connection with the Sales Contract. The Seller is under no obligation to issue credit on returned goods if they were correctly supplied. No credit will be issued for items built to customer specific specifications such as length or non-standard configurations. Credit will not be issued for an instrument that is older than one year. All returned items are subject to a restocking fee. For technically special product (TSP's), 3rd party products/services, software and nuclear sources and source containers, there will be a 100% cancellation charge after the order is released to production by Endress + Hauser Canada Ltd.

11. Cancellation & Suspension of Services. If the Buyer chooses to cancel and/or suspend any service(s) with less than forty eight (48) hours notice, in writing, a cancellation penalty equal to four (4) hours on-site labor, at the Sellers published rates, plus any incurred expenses will be paid by the Buyer.

12. Cancellation & Suspension of Training Services. The Buyer may choose to cancel their registration up to fourteen (14) calendar days prior to the start of the course without incurring a cancellation charge. If the Buyer chooses to cancel their registration with less than fourteen (14) calendar days prior to the start of the course a fifty (50) percent cancellation charge will apply. If the Buyer chooses to cancel their registration with less than five (5) calendar days prior to the start of the course a one hundred (100) percent cancellation charge will apply. Substitutions are accepted until the first day of class.

13. Liability. The Seller only accepts liability as stated under Clause 5 to 7, Guarantee. Seller shall not be liable for loss of use, revenue, profit or for injury or for any other

consequential or incidental damages. Without prejudice to the foregoing, the Seller's liability shall, in any event, be limited to the purchase price of the particular product(s) and/or services under the Sales Contract.

14. Modifications. Notwithstanding that additions or revisions to the Conditions of Sale may be agreed between the Seller and Buyer Clause 10, Liability, will always apply as stated above without alteration or amendment.

15. Patents, Etc. The Seller shall indemnify the Buyer against any claim for infringement of any rights of Patent, Registered Design, Trade Marks or Copyright by the use of goods manufactured by Endress + Hauser. Similarly, the Buyer will indemnify the Seller if the infringement or alleged infringement arises from the Seller having followed a design or instruction furnished or given by the Buyer to the use of the goods in a manner or a purpose or in a foreign country not specified or disclosed to the Seller or to any infringement which is due to the use of the goods in association or combination with any other goods not supplied by the Seller.

16. Applicable Law. The 'Sales Contract' shall be governed by the laws of the Province of Ontario.

17. Services. Start-up, Commissioning, and /or training services are not included unless otherwise stated.

18. Errors and Omissions. Endress + Hauser reserves the right to correct errors and omissions.

N.B. THESE CONDITIONS OF SALE ARE AVAILABLE IN THE FRENCH LANGUAGE AND WILL BE SENT ON REQUEST. LES CONDITIONS DE VENTE SERONT DISPONIBLES EN FRANCAIS SUR DEMANDE.