

TERMS AND CONDITIONS
TSI INSTRUMENTS LTD. SHALL HEREINAFTER BE REFERRED TO AS "SELLER"

1. PAYMENT; DELIVERY. Unless otherwise agreed, payment for goods is due in GB Pounds within 30 days of the date of shipment. Charges for services are due upon receipt of invoice. Interest at the rate of 8% above the base rate of the Bank of England from time to time pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 may be charged on past due invoices. Buyer shall reimburse Seller for all costs and expenses incurred in the collection of amounts past due, including attorneys' fees. All quoted delivery dates are approximate and shall commence when Seller has acknowledged receipt of documents required to effect shipment. Seller may require payment in advance if it believes the financial condition of Buyer does not justify shipment, or subsequent deliveries, on the payment terms originally specified. If the Buyer becomes bankrupt or insolvent, or a proceeding for bankruptcy or liquidation is brought by or against Buyer or any encumbrance or security interest is exercised against Buyer by any person, Seller may cancel any outstanding order, and Buyer shall reimburse Seller for its cancellation charges. Seller reserves the right to ship and to make collection by cleared payment.

2. RISK OF LOSS; TITLE. Unless otherwise agreed, the risk of loss passes to Buyer when the goods are delivered to the carrier. Where the risk of loss has passed to Buyer, or where Buyer has selected the method of shipment or delivery, Buyer must obtain redress for freight losses, shortages or damages from the carrier or its insurer. Seller is not responsible for any such losses. Notwithstanding any provision of INCOTERMS or contained herein, title to the goods shall remain with Seller until Seller is paid in full. Until title has passed to Buyer, Buyer shall: (a) hold the goods on a fiduciary basis as Seller's bailee; (b) store the goods separately from all other goods held by Buyer; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the goods; (d) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and (e) give Seller such information relating to the goods as the Seller may require from time to time, but the Buyer may resell or use the goods in the ordinary course of its business. If before title to the goods passes to Buyer, Buyer becomes bankrupt or insolvent, or a proceeding for bankruptcy or liquidation is brought by or against Buyer or any encumbrance or security interest is exercised against Buyer by any person or Seller reasonably believes that any such event is about to happen, then, provided that the goods have not been resold or irrevocably incorporated into another product, and, without limiting any other right or remedy Seller may have, Seller may at any time require Buyer to deliver up the goods and, if Buyer fails to do so promptly, enter any premises of Buyer or of any third party where the goods are stored in order to recover them.

3. SHIPMENT. Unless otherwise agreed, prices are ExWorks Seller's factory (reference INCOTERMS 2010) and any charges Seller may be required to pay or collect on the sale, purchase, delivery, storage, use or transportation of the goods shall be paid by Buyer. Method of shipment or delivery will be at Seller's discretion unless otherwise agreed.

4. TAXES; RE-EXPORT. Any government tax, fee, duty or charge on the sale, purchase, delivery or use of the goods and/or services sold hereunder shall be paid by Buyer, in addition to the purchase price, unless otherwise agreed. Certain goods are subject to international export control regulations. Buyer shall be responsible for compliance with all regulations related to the export of goods to end-users.

5. LIMITATION OF WARRANTY AND LIABILITY. Seller warrants the goods sold hereunder, under normal use and service as described in the operator's manual, shall be free from defects in workmanship and material for **12 months, or if less, the length of time specified in the operator's manual, from the date of shipment to the customer.** This warranty period is inclusive of any statutory warranty or condition. This limited warranty is subject to the following exclusions:

- a. Hot-wire or hot-film sensors used with research anemometers, and certain other components when indicated in specifications, are warranted for 90 days from the date of shipment;
- b. Parts repaired or replaced as a result of repair services are warranted to be free from defects in workmanship and material, under normal use, for 90 days from the date of shipment;
- c. Pumps are warranted for hours of operation instead of a number of months, as set forth in product or operator's manuals;
- d. Seller does not provide any representation or warranty on finished goods manufactured by others or on any fuses, batteries or other consumable materials. Only the original manufacturer's warranty applies;
- e. Unless specifically authorized in writing by Seller, Seller makes no representation or warranty with respect to, and shall have no liability in connection with, goods which are incorporated into other products or equipment, or which are modified by any person other than Seller.

The foregoing is IN LIEU OF all other warranties and is subject to the LIMITATIONS stated herein. **NO OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF FITNESS FOR PURPOSE OR QUALITY IS MADE.**

Save for the Supplier's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, (ii) fraud or fraudulent misrepresentation or (iii) defective products under the Consumer Protection Act 1987 TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXCLUSIVE REMEDY OF THE BUYER, AND THE LIMIT OF SELLER'S LIABILITY FOR ANY AND ALL LOSSES, OR DAMAGES CONCERNING THE GOODS (INCLUDING CLAIMS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) SHALL BE THE RETURN OF GOODS TO SELLER AND THE REFUND OF THE PURCHASE PRICE OR, AT THE OPTION

OF SELLER, THE REPAIR OR REPLACEMENT OF THE GOODS. IN THE CASE OF SOFTWARE, SELLER WILL REPAIR OR REPLACE DEFECTIVE SOFTWARE OR IF UNABLE TO DO SO, WILL REFUND THE PURCHASE PRICE OF THE SOFTWARE. IN NO EVENT SHALL SELLER BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES. SELLER SHALL NOT BE RESPONSIBLE FOR INSTALLATION, DISMANTLING OR REINSTALLATION COSTS OR CHARGES. Without prejudice to the foregoing no Action, regardless of form, may be brought against Seller more than 12 months after a cause of action has accrued. The goods returned under warranty to Seller's factory shall be at Buyer's risk of loss, and will be returned, if at all, at Seller's risk of loss.

Buyer and all users are deemed to have accepted this LIMITATION OF WARRANTY AND LIABILITY, which contains the complete and exclusive limited warranty of Seller. This LIMITATION OF WARRANTY AND LIABILITY may not be amended, modified or its terms waived, except by writing signed by an Officer of Seller.

6. INSPECTION; ACCEPTANCE. Buyer shall inspect goods delivered or repairs performed within 15 business days from the date of receipt of the goods or completion of the repairs. Within that time Buyer shall send Seller a written notice specifying any respects in which the goods or repairs are nonconforming. Failure to send a written notice shall constitute a waiver of Buyer's claims for any nonconformity that an inspection, whether or not in fact carried out, should have discovered. Buyer is deemed to have accepted delivered goods on terms set forth herein, unless within 15 business days of receipt of the goods Buyer sends a written notice of rejection that provides detailed grounds for rejection. No order may be canceled or altered by Buyer except on terms and conditions accepted in writing by the Seller. Seller may impose reasonable cancellation charges. Goods may not be returned for credit unless pre-approved in writing by Seller. A restocking charge of 20% will be applied.

7. CAUSES BEYOND SELLER'S CONTROL. Seller shall not be liable for any damage, loss or expense suffered by Buyer as a result of any delay or nonperformance, when the delay or nonperformance is, directly or indirectly, caused by or arises from fires, floods, accidents, riots, acts of God, war, governmental interference, embargoes, strikes, labor difficulties, shortage of labor or materials, transportation delays, acts by third parties, acts by Buyer, delay by Seller's suppliers or contractors or any other causes beyond the reasonable control of the Seller.

8. BUYER'S SPECIFICATIONS AND USE OF GOODS. If the goods sold are manufactured to Buyer's specifications, or if the goods are used in conjunction with products not supplied by Seller, then Buyer shall indemnify and hold Seller harmless from and against any suits, claims, losses, expenses, and other liabilities including costs and attorneys' fees, whether for loss, personal injury, infringement or otherwise, which result from Buyer's specifications or use of product not furnished by Seller. Nonconforming goods furnished to Seller by Buyer shall be at Buyer's sole risk. Unless agreed in writing by Seller, any intellectual property, tools, dies, or materials created or used in producing goods to Buyer's specifications shall remain Seller's property.

9. SAFETY AND EXPRESS INDEMNIFICATION. During the life of goods sold, Buyer agrees to use its best efforts to ensure that all safety information provided by Seller is provided to and brought to the attention of all users (employees, agents and independent contractors.) This shall include warning labels and instruction manuals and Buyer shall train users in the safe installation, use and maintenance of the goods in accordance with such safety information. Buyer agrees to defend, protect, indemnify and hold Seller harmless from and against all claims, losses, expenses, damages and liabilities to the extent caused by Buyer's negligence, including Buyer's failure to comply with the aforementioned safety obligations.

10. DESIGN OR MANUFACTURE CHANGES. Seller in its sole discretion may change the design or manufacture of any of its goods without incurring any obligation to incorporate such changes into goods manufactured for or delivered to Buyer prior to such changes.

11. SOFTWARE. If the goods sold incorporate software or firmware containing software, Buyer is granted only a nonexclusive and nontransferable license to use one copy of the software originally installed in or supplied with the goods. Buyer acknowledges and agrees that the software is proprietary and constitutes a trade secret, copyright or patent of the Seller. The Buyer shall acquire no title or rights of ownership in the software nor have the right to copy (except for backup), modify, reverse engineer or compile, license others, transfer or disclose to any third party, all or part of the software.

12. SOLE AND EXCLUSIVE TERMS OF SALE. Except as otherwise agreed to in writing by Seller, Buyer agrees that this document contains the sole and exclusive terms and conditions which shall apply to the sale of the goods and/or services sold hereunder to the exclusion of any other terms that Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Seller which is not set out in this document.

13. **ARBITRATION.** Seller may bring an action for nonpayment before any judicial court of competent jurisdiction without need for arbitration. Any other claim or dispute arising out of or concerning the transaction evidenced hereby shall be settled by binding arbitration in High Wycombe, Bucks, in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution in effect at the time of the dispute. The arbitration panel shall be comprised of one person. The language of the arbitration shall be English.

14. **GOVERNING LAW.** This document, the transactions evidenced hereby and any dispute that arises in connection therewith shall be **governed by the laws of England**. The rights and obligations of the parties hereunder shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

15. **MISCELLANEOUS.** Customer's order for goods or services constitutes an offer by Customer to purchase goods and/or services in accordance with these terms and conditions. Customer is responsible for ensuring that the terms of its order are complete and accurate. Customer's order shall only be deemed accepted when Seller issues a written acceptance of such order, at which point a contract containing these terms and conditions shall come into existence. Any action arising hereunder, or concerning the transactions evidenced hereby, in contract, in tort, or otherwise, other than an action for failure to pay, must be commenced within 12 months of the date the cause of action accrues.