

All quotations, acknowledgements, and invoices by Minco Products, Inc., its subsidiaries or affiliates ("Minco") are subject to these terms and conditions.

**1. Orders:** Minimum order sizes may apply and orders may be paid for with a MasterCard, Visa, or American Express credit card. Blanket orders may be arranged for delivery within one year. Blanket orders still open after one year will be canceled, with any unearned discount invoiced back to the Purchaser. Exceptions to these terms must be negotiated with Minco Products, Inc.

**2. Limited Warranties and Disclaimers:** Minco warrants products against defects in materials or faulty workmanship for three years from the date of shipment for sensor and instrument products that are not a part of a heater or flex circuit assembly, and one year from the date of shipment for all other products. Products returned (transportation prepaid) within the warranty period, which Minco determines to be faulty by reason of defective materials or faulty workmanship, will be replaced or repaired at Minco's discretion, free of charge. **THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE PURCHASER.** Returned items that show evidence of mishandling or misapplication may be returned by Minco at the Purchaser's expense. Minco shall not be liable for damage to or loss of goods furnished by the Purchaser. **MINCO IS NOT TO BE HELD LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY ITS PRODUCTS, INCLUDING, BUT NOT LIMITED TO: DAMAGES FOR LOSS OF USE, INCOME, PROFIT OR GOODWILL; LOSSES SUSTAINED AS A RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSONS; AND/OR DAMAGES TO PROPERTY, OTHER THAN THE PRODUCT. IN NO CASE SHALL MINCO'S LIABILITY EXCEED THE PRICE PAID FOR THE PRODUCT.** When products are supplied, at the Purchaser's request, on a "best effort" basis for use under conditions that exceed design specifications, the products are shipped "as-is", with no warranty, stated or implied. Minco's products are not designed, authorized, or warranted to be suitable for use in life-support devices or systems or other critical applications that involve potential risks of death, personal injury, or severe property or environmental damage. Inclusion of Minco's products in such applications is understood to be fully at the Purchaser's risk. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESSED WARRANTY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF MINCO, ITS EMPLOYEES OR AGENTS.**

**3. Design Control:** The Purchaser may request, in writing, that Minco agree to make no design changes without the advance approval of the Purchaser. Otherwise, Minco reserves the right to make changes in the design and manufacture of any item without incurring any obligation to revise items manufactured for, or delivered to, the Purchaser prior to such a change. The Purchaser is responsible for the validation of the product design and to determine that the product is suitable for use in the Purchaser's intended application. The Purchaser is deemed to have accepted and validated the product design upon acceptance of a shipment from Minco. Minco will use the current revision of referenced documents unless Purchaser states a different revision on their purchase order.

**4. Designs and Specifications:** Minco assumes no responsibility for the adequacy of any designs, specifications, requirements and/or instructions provided by Purchaser. Acceptance by the Purchaser of any custom or non-standard products provided by Minco shall constitute an acknowledgement that the Purchaser has reviewed the designs for such products and is satisfied that the designs meet all specifications, requirements, and standards applicable to such products. Purchaser understands and agrees that **MINCO IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTY (INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE) RELATIVE TO THE DESIGN OF SUCH CUSTOM OR NON-STANDARD PRODUCTS.** Purchaser agrees to indemnify and hold Minco harmless against any claims or suits alleging defective design of such products. Purchaser further agrees that, upon request by Minco, it will execute a design approval form confirming the matters contained in this paragraph, and that Minco may withhold shipment of such products pending execution of such form.

**5. Technical Assistance, Samples, Demonstrations:** Any technical advice, recommendations, samples, lab test, and/or demonstrations provided by Minco (or its representatives) concerning the use, application or compatibility of any products or materials are provided by Minco solely for the purpose of assisting the Purchaser to evaluate, at its own risk, the suitability of Minco products for the Purchaser's intended use. Minco recommends that the Purchaser makes its own tests to determine such suitability. No such advice, recommendations, samples, lab tests and/or demonstrations **PROVIDED BY MINCO** shall be construed as an express or implied warranty.

**6. Changes, Rescheduling, Cancellations:** Purchaser may request to modify the designs or specifications for the items sold as well as the quantities and dates for delivery or performance, or may request to cancel all or part of the order, but no such modification or cancellation will become effective unless accepted in writing by Minco. Acceptance of any such modification or cancellation will be at Minco's discretion and will be upon such terms as Minco may require which may include changes to price, surcharges and cancellation charges as deemed appropriate by Minco.

**7. Payment Terms, Prices, Taxes and Duties:** Except as otherwise set forth on the front of a Minco invoice or acknowledgment, terms of payment are net 30 days from invoice date; prices are EXW (Ex Works as defined by Incoterms 2000) and prices do not include any taxes, freight, handling, duty or other similar charges, payments of which will be the sole responsibility of Purchaser. Prices are conditioned upon timely payment and any past due balance will accrue interest at the monthly rate of one and one-half percent. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs. All payments shall be in the legal currency designated on the invoice by Minco. Minco reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of Purchaser's creditworthiness or should Purchaser fail to fulfill any obligation when due.

**8. Delivery, Risk of Loss, Delays:** Unless otherwise stated on the face of the invoice, deliveries of product will be EXW (Ex Works as defined by Incoterms 2000). Risk of loss will pass to Purchaser at the EXW point. Minco may indicate scheduled shipment or service dates for certain items of Purchaser's order. Such dates are estimates only and may be subject to change by Minco without liability. **MINCO SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES DUE TO FAILURE FOR ANY REASON TO MEET SCHEDULED SHIPMENT DATES.** Minco shall not be liable for any damage to or loss of product following delivery to the EXW point, including any damage or loss in transit.

**9. Inspection, Acceptance, Returns:** Purchaser will thoroughly inspect each shipment of products promptly upon receipt. All products will be deemed to have been accepted ten (10) days after receipt, except for products for which Purchaser makes a written claim of non-conformance within such time. All products made the subject of such a claim will be deemed to have been accepted ten (10) days after receipt by Purchaser of conforming goods. No products may be returned to Minco except by prior authorization by Minco. All such returns will be subject to Minco's then-current returned goods policies and procedures.

**10. Tooling:** Tools developed by Minco for the production of a product specific to the Purchaser, which are invoiced to and paid for by the Purchaser, are the property of the Purchaser. Purchaser may request shipment of the tools (at the expense of the Purchaser) at any time. If the Purchaser owned tools are in the possession of Minco and are not used, due to lack of orders from the Purchaser, for a period of more than three (3) years, title to the tools will automatically revert to Minco. Minco reserves the right to dispose of any tools that have not been used due to lack of orders from the Purchaser for a period of more than three (3) years.

**11. Entire Agreement:** These Terms and Conditions constitute the entire agreement between the Purchaser and Minco. In the case of conflict, terms and conditions contained herein will supersede and control any contrary terms. Any purchase order, written confirmation, or other reasonable expression of acceptance by Purchaser will form an acceptance, which is expressly limited to the terms and conditions of this quotation, acknowledgment or invoice. Any different, additional, or inconsistent terms or conditions of Purchaser's purchase order or other documents will constitute a material alteration of Minco's offer, and unless specifically accepted in writing by an authorized representative of Minco, are objected to and will not be binding on or effective against Minco.

**12. Force Majeure:** Minco shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire and natural disaster), any civil or military action, or any other cause or event not reasonably within Minco's control.

**13. Governing Law:** This Agreement will be construed and governed by the laws of the State of Minnesota.