

**General Terms and Conditions of Business of
AMETEK CTS GmbH, AMETEK CTS Europe GmbH,
AMETEK CTS US, and Milmega Limited**

(hereafter referred to as AMETEK CTS)

I. General

(1) The deliveries and services of AMETEK CTS are exclusively based on the following General Terms and Conditions of Business. These are a component of all contracts that AMETEK CTS concludes with its contract partners on the deliveries and services of AMETEK CTS.

(2) The General Terms and Conditions of Business of the ordering party or third party shall be excluded entirely, even if AMETEK CTS does not expressly object to their validity in each individual case. Deviating agreements are only valid if they are separately agreed in writing. The General Terms and Conditions of Business of AMETEK CTS are valid, even if AMETEK CTS carries out the delivery without reservation, with full knowledge of the ordering party's conditions that are conflicting or deviating from its own General Terms and Conditions of Business. Even if AMETEK CTS makes reference to a correspondence that contains or refers to the General Terms and Conditions of Business of the ordering party or a third party, this shall not be construed as consent to the validity of such General Terms and Conditions of Business.

II. Offers and Technical Documents

(1) As a whole, contractual offers are not binding, to the extent that a binding offer is not expressly submitted. Non-binding offers only become binding after an order without written order confirmation. AMETEK CTS reserves the unrestricted ownership rights and copyrights to the offers. This also applies to drawings, technical service descriptions and other documents that accompany the offer. These may only be made available to third parties after prior written consent.

(2) Documents belonging to the offer, such as illustrations, drawings and descriptions of weight, dimensions and services, are binding; this only applies to other documents to the extent that they are expressly acknowledged with the order confirmation.

III. Scope of the Deliveries and Services

(1) The written order confirmation of AMETEK CTS that is based on the order is decisive for the scope of the deliveries and services. Material or services that are not contained in this are not an integral part of the contract.

(2) AMETEK CTS shall only be obligated to the installation or assembly if this has been expressly agreed.

(3) If AMETEK CTS has assumed responsibility for the installation or assembly, then the following shall apply:

- a) The ordering party pays AMETEK CTS the agreed charge rates for the assembly.
- b) In addition, the following costs shall be paid separately: Travel expenses, transport costs and insurance of the tools and personal luggage, expenses for accommodation and meals.

IV. Prices, Payment Conditions, Due Date

(1) The agreed prices shall apply excluding packaging; plus statutory value-added tax.

(2) Freight and packaging costs shall be borne by the ordering party.

(3) Payments are to be made to the account of AMETEK CTS without any discount. The information in the order confirmation, in accordance with Section II, is decisive for the due date of the purchase price.

If the agreed payment date has been exceeded, then the ordering party shall be in default at the latest 10 days after the due date and the receipt of the consideration, without

the requirement of a default notice. AMETEK CTS shall be entitled to demand interest on arrears / damages caused by delay, in accordance with Section 104 of the Swiss Code of Obligations (CO).

(4) Only claims that are undisputed or determined by law shall entitle the ordering party to offset payment. The ordering party shall only be entitled to a right of retention based on claims from the same contractual relationship.

(5) Claims of AMETEK CTS from the business relationship against the ordering party, even those that are deferred, shall be due immediately in the case of delay in payment, payment difficulties, instituting insolvency or composition proceedings.

(6) Despite contrary provisions of the ordering party, AMETEK CTS shall be entitled to offset payments against the former's older liabilities. In the case of already existing costs and interests, AMETEK CTS shall be entitled to offset the payment, first against the costs, then against the interests, and finally against the main service.

V. Retention of Title

(1) The items of delivery (reserved goods) remain the property of AMETEK CTS until the settlement of all of its claims from the business relationship against the ordering party have been fulfilled. Insofar as the value of all the security interests to which AMETEK CTS is entitled exceeds the amount of all secured claims by more than 20%, AMETEK CTS shall release a corresponding portion of the security interests upon the request of the ordering party.

(2) For the duration of the retention of title, the ordering party may not pledge the retained goods or use them as security, and the resale shall be possible only for resellers in the ordinary course of their business and only on the condition that the reseller receives payment from his customer or makes the transfer of property to the customer dependent upon the customer fulfilling his obligation to effect payment.

(3a) If the ordering party resells the reserved goods, then it shall now assign AMETEK CTS by way of security all future claims from the resale against his customers with all ancillary rights – including any possible balance claims – without the need for any special declarations at a later time. If the reserved goods are resold together with other items without there having been an agreement on the individual price for the reserved goods, then the ordering party assigns AMETEK CTS with priority before the rest of the claim the part of the total asking price that corresponds to the price of the reserved goods invoiced by AMETEK CTS.

(3b) If a legitimate interest has been established, then the ordering party must provide AMETEK CTS with the necessary information in order to claim its rights against the customer as well as the required documents.

(3c) Until our revocation, the ordering party is authorized to collect the assigned claims from the resale. In the event that an important reason exists, particularly a default in payment, suspension of payment, opening of insolvency proceedings, bill of exchange protest, or where there are similar justified circumstances that make an inability of the ordering party to pay probable, AMETEK CTS shall be entitled to revoke the ordering party's collection authorization. In addition, upon prior warning of the disclosure of the collateral assignment or use of the assigned claims in compliance with a reasonable deadline, AMETEK CTS can disclose the assignment of the

collateral, use the assigned claims as well as demand the disclosure to the customer of the collateral assignment by the ordering party.

(4a) The ordering party is permitted to process, reshape or combine the reserved goods with other items. The processing, reshaping or combining shall be carried out on behalf of AMETEK CTS as a manufacturer within the meaning of Section 726 of the Swiss Civil Code (CC), however no obligation attaches for AMETEK CTS in this regard. The ordering party shall keep the new item for AMETEK CTS with the diligence of a prudent businessman. The processed, reshaped or combined item shall be considered as reserved goods.

(4b) In the case of the processing, reshaping or combination with other goods not belonging to AMETEK CTS, the AMETEK CTS shall have a share in the ownership of the new item equivalent to the portion of the value of the processed, reshaped or combined reserved goods to the remaining processed goods at the time of the processing, reshaping or combination. If the ordering party acquires sole ownership of the new item, then AMETEK CTS and the ordering party agree that the ordering party shall grant AMETEK CTS co-ownership of the new item, resulting from the processing, reshaping or combination, equivalent to the portion of the value of the processed, reshaped or combined reserved goods at the time of the processing, reshaping or combination.

(4c) In the case of a sale of the new item as a precautionary measure, the ordering party hereby already assigns his claim against the customer from the resale to AMETEK CTS together with all ancillary rights, without a further, separate declaration being required. However, the assignment shall only be valid for the amount corresponding to the value of the processed, reshaped or combined reserved goods invoiced by AMETEK CTS. The share of the claim assigned to AMETEK CTS must be satisfied first. In regard to the collection authorization as well as the preconditions of its revocation, number (3c) shall apply accordingly.

(4d) If the reserved goods are combined with real estate or movable property by the ordering party, then the ordering party shall also assign to AMETEK CTS by way of security his claim as remuneration for the combination together with the ancillary rights amounting to the portion of the value of the combined reserved goods to the remaining combined goods at the time of the combination, without a further, separate declaration being required.

(5) In the case of attachments, seizures or other dispositions or interventions by third parties, the ordering party is to inform AMETEK CTS without delay.

(6) If the ordering party violates cardinal contractual obligations, particularly in the case of delayed payment, AMETEK CTS shall be entitled to take back the reserved goods following a reminder. The ordering party shall be obligated to surrender the goods. The return of goods or the assertion of the retention of title or the attachment of the delivery item by AMETEK CTS shall not constitute withdrawal from the contract, unless this has been expressly declared by AMETEK CTS. AMETEK CTS shall be entitled, after issuing a prior warning, to use the returned reserved goods and to offset outstanding claims with their proceeds.

VI. Delivery Time, Delay and Impossibility

(1) Delivery dates or deadlines shall only be considered binding if they are designated in writing in the contract as

a binding and confirmed fixed delivery time.

In other case of agreement on a delivery date or deadline, the ordering party can give AMETEK CTS notice of default by means of a reminder 4 weeks after the deadline has been reached, to the extent that AMETEK CTS is responsible for exceeding the deadline. After an additional month has elapsed, the ordering party shall be entitled to set AMETEK CTS a grace period of 4 weeks.

(2) The delivery deadline commences with the dispatch of our order confirmation, subject to the condition that at this point in time all of the questions pertaining to the scope of delivery and services have been clarified, all of the documents to be supplied by the ordering party are at hand and the agreed payment conditions have been fulfilled.

(3) The delivery deadline shall be considered respected if the delivery item has left the factory or if notification of delivery readiness has been sent prior to its expiration.

(4) In the case of delays in deliveries and services due to force majeure and due to events that substantially hinder the delivery or render it impossible for the seller – this particularly includes strikes, lockouts, directives issued by the authorities and so forth, even if this occurs with the suppliers of AMETEK CTS or their subcontractors – AMETEK CTS shall not be held responsible, even for the binding delivery times that have been agreed. They shall entitle AMETEK CTS to postpone the delivery or service by the duration of the hindrance plus a reasonable start-up period, or due to a part that has not yet been fulfilled, to withdraw from the contract in whole or in part.

(5) If the ordering party refuses to accept the delivery, in whole or in part, or if the order is not implemented due to reasons for which the ordering party is responsible, then AMETEK CTS shall be entitled to demand a lump-sum compensation in advance, regardless of the claim to payment, for the actual expenses already resulting from the order and other required costs, amounting to 25% of the order value or the corresponding portion for the costs resulting from processing the order and for loss of profit, to the extent that the ordering party cannot prove lesser damage.

In the case of delayed acceptance, this agreement shall apply accordingly.

(6) The ordering party is free to prove that no damage has occurred.

VII. Shipping, Receipt and Transfer of Risk

(1) Delivered items are subject to acceptance by the ordering party. This shall apply even if the delivered item exhibits obvious defects. The statutory examination, notification and reporting requirements, duties and obligations of warranty and giving notice of defects shall apply.

(2) In the absence of a special agreement, packaging, transport route and dispatch type shall be at the discretion of AMETEK CTS. This shall be implemented with due diligence. As far as possible, AMETEK CTS shall take into account the ordering party's requests regarding the dispatch type and transport route; additional costs resulting from this – even in the case of agreed carriage-paid delivery – shall be borne by the ordering party.

(3) Goods ready for dispatch must be called off without delay; otherwise, AMETEK CTS shall be entitled, at its own discretion, to either dispatch them or store them at the expense and risk of the ordering party as well as to immediately issue an invoice.

(4) Partial deliveries are permissible, if (a) the partial delivery can be used by the ordering party within the context of the contractually intended purpose (b) the delivery of the remaining ordered goods is ensured and (c) this does not result in considerable extra expenses or additional costs for the ordering party (unless AMETEK CTS declares that it is willing to assume these costs).

(5) At the very latest with the dispatch of the goods, the risk is transferred to the ordering party, even in the case of a partial delivery. At the request and the expense of the ordering party, the shipment will be insured by transport insurance.

(6) If the shipment is delayed due to circumstances for which the ordering party is responsible, then the risk shall be transferred to the ordering party starting on the day of readiness for dispatch.

VIII. Warranty, Limitation of liability

(1) AMETEK CTS grants a 24-month warranty for the delivered products. At its own discretion, AMETEK CTS shall subsequently improve, newly deliver or perform free of charge all parts or services that become unusable or are greatly impaired in their usability within a period of 24 months – regardless of the service life – as a result of circumstances prior to the transfer of risk, particularly due to faulty construction, poor materials or defective design. The discovery of such defects must be reported to AMETEK CTS in writing without delay.

(2) If AMETEK CTS allows the reasonable period of grace having been set by the ordering party to elapse without having remedied the defect, or if the subsequent performance fails, then the ordering party shall be entitled to rescind the contract (redhibition) or to demand a lower payment (reduction); its right to assert claims for compensatory damages or to claim reimbursement of wasted expenses shall, subject to the provision of Subsection (8) below, remain unaffected in this case. In the case of procured products, to the extent that they do not become a substantial component of the sales or delivery item, the liability of AMETEK CTS shall be restricted to the assignment of the liability claims to which it is entitled against the supplier of the procured products. AMETEK CTS shall, at the request of the ordering party, state the warranty obligations, including the full address.

(3) For the purpose of remedying defects, the ordering party – at its reasonable discretion – is to grant AMETEK CTS the required time and opportunity. Should it refuse to do so, then AMETEK CTS shall be released from its liability for defects.

(4) The warranty period commences on the day of the delivery.

(5) No warranty is assumed for damages that result for the following reasons:

Unsuitable or improper use, faulty assembly or commissioning by the ordering party or a third party, normal wear and tear, incorrect or negligent treatment, unsuitable operating materials set up by the ordering party, chemical, electrochemical or electrical influences, to the extent that they cannot be attributable to the culpability of AMETEK CTS.

(6) Only after the prior explicit consent of AMETEK CTS is the ordering party entitled to eliminate the defect itself or to have it remedied by a third party as well as to demand from AMETEK CTS reimbursement for the necessary costs. Modifications or repair work carried out by the ordering party or a third party, without the prior consent of AMETEK CTS, render any warranty claims null and void.

(7) In the case of improvement work, the warranty only extends to the original item of delivery or service. The warranty period is extended by the duration of the operational interruption caused by the improvement work, meaning the portion of the goods that could not be suitably used in operation due to the interruption. If the costs of the rework are disproportionate to the cost of the equipment, AMETEK CTS can refuse the rework.

(8a) AMETEK CTS is liable for damage of wasted expenses – whatever the legal grounds – only in those cases where they are based on the willful or grossly negligent breach of a duty and/or tortious conduct on the part of AMETEK CTS or one of its legal representatives, or employees or agents for which

AMETEK CTS is vicariously liable. AMETEK CTS is therefore not liable in cases of simple negligence. The foregoing disclaimer of liability shall not apply in those cases where AMETEK CTS or its legal representative, or an employee or agent breaches a material contractual obligation. In such case and to the extent this does not involve willful or grossly negligent conduct, compensation of damages/expenses shall, however, be limited to the amount of those damages/expenses that, based on AMETEK CTS' knowledge of the circumstances at the time the contract was executed, AMETEK CTS should have been able to reasonably foresee and thus where reasonably foreseeable at the time.

(8b) The foregoing provision shall not effect AMETEK CTS' liability for loss or damages resulting from injuries to life, limb or health as well as any liability under Swiss or other applicable Product Liability Law or arising out of the assumption of any warranty.

(8c) The liability provisions under Subsection (8a) and (8b) above shall also apply with respect to any advice or suggestions given with respect to technical applications.

(8d) To the extent that AMETEK CTS disclaims or limits its liability under the aforementioned provisions, such disclaimer or limitation also applies with respect to the personal liability of its staff or salaried or hourly-wage employees, representatives, or other employees or agents for which AMETEK CTS is vicariously liable.

IX. Export Control Regulations

The delivered products can contain technologies and software that are subject to applicable export control regulations, in particular but without limitation those of Switzerland, as well as the control regulations of the United States of America or the countries to which the product is delivered or in which it will be used. The ordering party shall be obligated to strictly observe these provisions. Accordingly, certain products in particular cannot be delivered or licensed to specific users or in specific countries that are involved in activities relating to weapons of mass destruction or genocide. The ordering party is aware that, depending on the purchased goods, the export control regulations stipulate different restrictions and are regularly amended. Prior to every export or re-export of the products, the ordering party ensures the checking and observation of the currently valid regulations. In the case of a violation of the export provisions, AMETEK CTS shall at all times be entitled to withdraw from the contract

X. Copyright

To the extent that the delivery includes software, such software is provided to the ordering party solely for its use in connection with the items AMETEK CTS delivers with the software, i.e. the ordering party may not reproduce, further develop or modify such software, nor may the ordering party provide this to third parties for use without AMETEK CTS' express written consent.

XI. Confidentiality

The ordering party shall maintain for an unlimited term the confidentiality of any and all information it acquires in connection with AMETEK CTS' deliveries where such information is a recognized trade or business secret and to be treated with confidentiality, and shall not record such information nor disclose nor disseminate it to any third party or exploit it in any way, unless this is required to achieve the purpose of the contract. The foregoing duty of confidentiality and the prohibition on exploitation shall also apply with respect to AMETEK CTS' know-how which the ordering party may acquire knowledge of in the course of the business relationship; the foregoing shall apply regardless of whether AMETEK CTS has provided the ordering party with such know-how or the ordering party has acquired it in some other way, unless the know-how has become generally known or readily accessible due to circumstances other than a breach of the contract by the ordering party.

XII. Final Provision / Jurisdiction

(1) Should one or several provisions, or parts thereof, of these General Terms and Conditions of Business or any provisions forming part of legal transactions between AMETEK CTS and the ordering party be or become invalid or unenforceable, this shall not affect the validity and/or enforceability of the remaining provisions.

(2) The law of Switzerland shall apply for these General Terms and Conditions of Business and all legal transactions between AMETEK CTS and the ordering party, without its conflict of laws rules. The application of the UN Convention on the International Sale of Goods (CISG) is excluded. The judgement of all disputes arising out of or in connection with these General Terms and Conditions of Business and all legal transactions between AMETEK CTS and the ordering party lies exclusively with the Courts of Zurich / Canton of Zurich / Switzerland. AMETEK CTS is, however, also entitled to file suit at the headquarters of the ordering party. Mandatory legal provisions regarding exclusive jurisdiction remain unaffected by this regulation.