

PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE: Supplier's acceptance of this Purchase Order ("Order") shall be evidenced by returning a signed copy of this Order to Venture Measurement ("Purchaser"), the shipment of Goods or commencement of services to be performed hereunder. Purchaser shall not be bound by any provision, printed or otherwise, at variance or in addition to the terms of this Order, that may appear on any quotation, acknowledgement or other form used by Supplier unless any such provision is expressly accepted in writing by Purchaser. None of the terms and conditions contained in this Order may be added to, modified, superseded or otherwise altered except by a written instrument signed by Purchaser authorized representative.

2. PRICE AND PAYMENT: Purchaser shall not be invoiced at a price(s) higher than stated on the face of this Order. Any price modifications shall be confirmed and accepted by Purchaser prior to shipment of the Goods or performance of services. Payment shall be made accordingly with terms stated on the Order. Venture Measurement standard payment terms are NET 90 (ninety) days or credit card at NET 60 (sixty) days.

3. DELIVERY: Unless otherwise agreed to in writing, Supplier shall not make material commitments or production agreements in excess of the amount ordered or in advance of the time necessary to meet Purchaser's delivery schedule. It is Supplier's responsibility to comply with this schedule, but not to anticipate Purchaser's requirements. Goods shipped to Purchaser in advance of schedule may be returned to Supplier at Supplier's expense or payments of invoices may be withheld until the required delivery dates, unless Purchaser grants specific authorization for advance delivery. Whenever any actual or potential cause delays or threatens to delay performance of this Order, Supplier shall immediately notify Purchaser in writing. Such notice shall include all relevant information concerning such causes of delay and its background. Supplier shall keep Purchaser advised during the period such actual or potential cause exists of its effect on the schedule or work and shipments or deliveries and of the measures being taken to remove it. Time is the essence with this Order. Failure to tender conforming Goods by the delivery date specified therein shall constitute a breach by Supplier, and Supplier shall have no right to make a later conforming tender except upon prior written authorization of Purchaser. Purchaser shall not be obligated to accept any shipment of Goods in excess of the quantity specified in this Order. Any excess quantity will be held at Supplier's risk and expense for a reasonable time awaiting return shipping instructions from supplier. Risk of loss and return shipping charges for any excess quantity shall be borne by Supplier.

4. PACKING: All Goods shall be suitably packed for shipment to prevent damage. Each item of equipment and/or package, shipping crate or container shall be externally and prominently marked with the Purchase Order number. In the event a packing list detailing all the items included is not received with shipment, the Purchaser's count and receiving documents shall be accepted by Supplier as final and conclusive.

5. SHIPPING: Supplier shall ship Goods via the method specified in the Order and in compliance with Venture Measurement Routing Guide. Goods shall not be shipped via AIR freight without written direction or approval from Purchaser.

6. TAXES AND CHARGES: Unless otherwise stated on the Order, price does not include (a) any applicable federal, state or local taxes or (b) the charges for insurance, import duties, transportation and any other fee or expense related to the provision of the Goods or services ordered.

7. CHANGES: Purchaser may, at any time, by written amendment to this Order, increase or decrease the ordered quantities or the Goods or services or make a change in any or more of the following: (a) applicable drawings, designs and/or specifications when the Goods to be furnished are to be specifically manufactured by Supplier in accordance with the Purchaser provided drawings, designs and/or specifications; and/or (b) shipping method or carrier; and/or (c) place or **time of delivery**. If such change causes an increase or decrease in the cost or time of performance of this Order, an equitable adjustment shall be made and this Order shall be modified in writing accordingly. Supplier shall be deemed to have waived any claim for adjustment unless asserted in writing accompanied by an estimate of the cost or the additional time required for performance of the change within 20 days from receipt of notification of the change. Supplier agrees to inform Purchaser of any changes to product or process used to manufacture product.

8. WARRANTY: Supplier warrants that for the period of one year or such other period specified on the Order following acceptance of the Goods that they (a) shall conform to the description set forth on the Order and to the specifications on file, (b) shall be free of any liens and encumbrances, (c) shall be of new material and good workmanship, merchantable and free of defects, (d) shall not contain any "counterfeit" items and (e) shall be fit for the purposes intended. All Goods that use electrical power shall comply with Underwriter's Laboratory (UL) requirements. In the event Supplier breaches any warranty, Supplier, at Purchaser's option, will either repair or replace the defective or nonconforming Goods at no cost to Purchaser, or refund in full the value of these Goods and other transportation costs. The foregoing remedies shall be in addition to and not in limitation of any and all other remedies available to Purchaser.

Unless manufactured pursuant to detailed designs furnished by Purchaser, Supplier assumes design responsibility and warrants all Goods to be suitable for the purpose intended by Purchaser. The warranties of Supplier, together with its service warranties shall run to Purchaser and each successive customer. Supplier's liability under this contract shall apply to any and all product liability claims, actions or lawsuits and shall include, without limitation as to amount, incidental or consequential damages of any form or nature. Further, and without limiting the foregoing, Supplier's liability is not limited to the price of the Goods and shall include damages for loss of profits or revenue or the loss of either by reason of increased cost of purchasing or improving equipment, material, supplies or services outside of Purchaser's scope of supply; claims of Purchaser's customers; and inventory or use charges. All warranties shall survive any inspection, delivery, acceptance of or payment for the Goods or services of Purchaser.

For purposes of this Section 4 Warranty, a "counterfeit" item is defined to include, but is not limited to, (i) an item that is an illegal or unauthorized copy or substitute of an OEM item; (ii) an item that does not contain the proper external or internal materials or components required by the OEM or that is not constructed in accordance with OEM design; (iii) an item or component thereof that is used, refurbished or reclaimed but Supplier represents as being a new item; (iv) an item that has not successfully passed all OEM required testing, verification, screening and quality control but that Seller represents as having met or passed such requirements; or (v) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM item is a genuine OEM item when it is not.

9. PATENTS: To the extent that the Goods delivered hereunder are not manufactured pursuant to designs provided to Supplier by Purchaser for the purpose of manufacturing such Goods, Supplier guarantees that the sale or use of any or all Goods delivered hereunder or processes used will not infringe any United States or foreign patent, service mark, trademark, trade name, copyright or other intellectual property right of any third party and agrees that Supplier will hold Purchaser and its officers, directors, affiliate companies, employees and customers harmless from any expense, loss, damage or liability which may be incurred on account of infringement or alleged infringement of any such intellectual property right by such Goods (or the use, sale or distribution by Purchaser thereof), and that Supplier will at its own expense defend any action, suit or claim in which such infringement is alleged. Supplier shall duly notify Purchaser as to such suits or claims; Purchaser and its successive customers shall have the right to participate in the defense of any such action.

10. SPECIFIC GOODS AND SERVICES: If this Order is for Goods and services designated by reference to a Venture Measurement item specification number, the following additional provisions will apply:

- a. Supplier is prohibited from making changes to specifications without prior written notification to Purchaser.
 - b. Supplier must assure current specifications are on file and the revision level printed on the Order is the one used to manufacture the Goods ordered.
 - c. Any deviations from the Order specifications furnished hereunder, or other exceptions or alterations must be approved in writing by Purchaser.
- Supplier will periodically complete Purchaser's surveys regarding its quality systems and records. Supplier will permit Purchaser to periodically audit or conduct a "for cause" audit or Supplier's quality systems and related records at the Supplier's site during Supplier's normal business hours.

11. DISCLOSURE OF INFORMATION: Unless otherwise expressly agreed in writing, all information disclosed by Purchaser to Supplier or to which Supplier otherwise obtains access in the course of performance of this Order shall be maintained in confidence by Supplier, shall remain Purchaser's property and shall be returned to Purchaser upon request. Supplier shall not disclose any such information to third persons without the prior written consent of Purchaser. Such information shall be used by supplier solely for purposes of performance of this Order.

12. TERMINATION, BREACH AND TIME FOR PERFORMANCE: Purchaser may at any time, whether or not Supplier is in breach hereof, terminate this Order in whole or in part by written notice. If this Order is terminated without breach by Supplier, Supplier shall be entitled solely to reimbursement of the reasonable cost Supplier has incurred in the performance of this Order prior to the effective date of termination, but in no event shall such reimbursement exceed the total Order amount. If this Order is terminated by Purchaser for Supplier's breach or as a result of a force majeure (as specified in paragraph 20) affecting Supplier's performance, including, but not limited to Supplier's delay in delivery of Goods or performance of services, Supplier shall not be entitled to any reimbursement. In addition to any other remedy provided in this Order for a breach of any of the Terms, Purchaser may pursue cumulatively against Supplier any or all available remedies at law or equity.

13. ASSIGNMENT / SUBCONTRACTING: Supplier shall not (a) assign this Order, any interest herein or any rights hereunder or (b) subcontract any obligation to be performed hereunder, without the prior written consent of Purchaser.

14. INDEMNIFICATION: Supplier shall indemnify for and save Purchaser and/or its customers harmless against any loss, damage, liability or claim (including, without limitation, costs and attorney's fees in connection therewith) that may be made alleging that the Goods and/or deliverable items or work product in connection with services infringe any patent, trademark, trade secret, copyright or any other proprietary right, or against any loss, damage, liability or claim attributable to the possession, use or transfer of the Goods or the performance or services (including, without limitation, costs and attorney's fees in connection therewith) that may be suffered by and/or be the subject of a claim by a third party against, Purchaser and/or its customers, including, without limitation, any loss, damage, liability or claim arising from injury or death to persons or damage to property.

15. HAZARDOUS AND DANGEROUS GOODS AND MATERIALS: For any Goods and materials furnished in accordance to this Order which are defined as hazardous or dangerous under applicable law, Supplier will provide Company with hazardous warning and safe handling information in the form of a material safety data sheet (MSDS) and appropriate labeling for such Goods or materials.

16. GOVERNMENT CONTRACT PROVISIONS: If indicated on the face hereof that the Goods or service covered by this Order are for use by Purchaser in performing any contract with a governmental agency of the United States of America, or for performance of a subcontract under such contract, then and in that event, Supplier agrees to perform in accordance with, to abide by, and to comply with, all of the applicable laws relating to procurement by such governmental agencies of the United States of America, as in effect as of the date of the prime contract.

17. GOVERNING LAW: This Order shall be interpreted, construed and enforced in accordance with the laws of the State of South Carolina, United States of America without regard of its conflicts of law rules. Any disputes shall be exclusively resolved by the federal or state courts of South Carolina and Supplier submits to the jurisdiction of such courts.

18. PURCHASER'S PROPERTY: Unless otherwise provided in writing, property of every description, including all tools, equipment and materials furnished or made available to Supplier, title to which is in Purchaser's name, and any replacement thereof, shall be and remain the property of Purchaser. Property other than materials shall not be modified without the written consent of the Purchaser. Such property shall be plainly marked or otherwise adequately identified by Supplier as property of Purchaser (by name) and shall be safely stored separately and apart from Supplier's property. Supplier shall not use such property except for performance of work hereunder or as authorized in writing by Purchaser. Such property while in Supplier's possession or control shall be kept in good condition, shall be held at Supplier's risk, and shall be kept insured by Supplier, at its expense, in an amount equal to the replacement cost with loss payable to Purchaser. To the extent such property is not materially consumed in the performance of this Order, it shall be subject to inspection and removal by Purchaser and Purchaser shall have the right of entry for such purposes without any additional liability whatsoever to Supplier. As and when directed by Purchaser, Supplier shall disclose the location of such property and/or prepare it for shipment and ship F.O.B. its plant to Purchaser in as good condition as originally received by Supplier, reasonable wear and tear accepted.

19. WAIVER: The failure of a party to claim a breach of any of the Terms shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such terms.

20. FORCE MAJEURE: Neither Purchaser nor Supplier shall be liable for delays due to causes beyond the control and without the fault or negligence of the party whose performance is affected, including, but not limited to, acts of God, the public enemy or the government, strikes or other labor disputes, fires, floods, freight embargoes or unusually severe weather. In the event such cause affects Supplier's performance for a period of 10 or more days, Purchaser shall have the right to terminate this Order for its convenience pursuant to paragraph 12.

21. RIGHT TO ASSURANCES: Should Purchaser in good faith have reason to question the Supplier's intention to perform, it may demand in writing that the Supplier give a written assurance of its intent to perform. In the event that the demand is made and assurance is not given within a reasonable period of time not exceeding one (1) week after receipt of such demand, the Purchaser may treat this failure as a repudiation of Order.

22. REPUDIATION BY SUPPLIER: In the event that Supplier repudiates the Order, fails to provide written assurances of intent to perform under the Terms, Purchaser shall have the right to terminate the Order and make substitute purchases from other sources, or, if the Goods are in partial state of fabrication, have the fabrication completed by other means. In either event, Supplier shall be liable to Purchaser for the additional expenses and costs incurred without waiver of Purchaser's right to damages and other remedies.

23. SUPPLIER RIGHTS, REMEDIES AND DAMAGES: Supplier shall not assert, and hereby irrevocably waives, any and all claims or causes of action it may now have or hereafter acquire against Purchaser and each affiliate of Purchaser on any theory of liability for special, indirect, incidental, exemplary, consequential or punitive damages (as opposed to actual and direct damages) arising out of or in connection with this Order and the transactions contemplated hereby.

24. COMPLIANCE WITH LAWS AND REGULATIONS: Supplier warrants that it possesses all licenses, qualifications and registrations necessary to perform the production, sale and delivery of the Goods or the furnishing of any labor or services called for by this Order. Supplier certifies that it is, and all Goods and services provided to Purchaser will be, in compliance with all federal, state and local laws, rules and regulations.

25. MERCURY-FREE ENVIRONMENT: Supplier warrants that all Goods delivered hereunder are free of mercury and have been produced, tested, packaged and shipped in a mercury-free environment.

26. CONFLICT MINERALS: Supplier acknowledges that Purchaser is required to comply with Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act ("the Dodd-Frank Act") and inter alia must file disclosures and reports with the United States Securities and Exchange Commission related to the use of tin, tantalum, tungsten and gold ("Conflict Minerals"). Supplier represents and warrants that it will source, and track the chain of custody of, all Conflict Minerals contained in any products or materials provided by Supplier to Purchaser in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (or such other internationally recognized due diligence standard as Purchaser and Supplier may jointly agree upon). At Purchaser's request (which may be as frequently as quarterly at Purchaser's discretion), Supplier must execute and deliver to Purchaser declarations in the form of the EICC-GESI Conflict Minerals Reporting Template as adopted by EICC-GESI from time to time, or (at Purchaser's discretion) in any other form that Purchaser reasonably requests. Supplier agrees and represents that all products and materials provided by Supplier to Purchaser after December 31, 2014 shall be "Conflict Free" (as defined in the Dodd-Frank Act) and at Purchaser's request from time to time Supplier shall execute and deliver to Purchaser a written declaration to the same effect.

27. FOREIGN PURCHASES:

A. If the Purchaser is Importer of Record, the following applies to all transactions involving imported Goods:

ANTI-DUMPING: Supplier warrants that all sales made hereunder are or will be made at not less than fair value under the United States Anti-dumping Law (19 U.S.C. Sec. 160 et seq.), and Supplier will indemnify, defend and hold Purchaser harmless from and against any costs or expenses (including but not limited to any anti-dumping duties which may be imposed) arising out of or in connection with any breach of this warranty.

B. If Supplier is Importer of Record, the following apply to all transactions involving imported Goods:

IMPORTER OF RECORD: Supplier agrees that Purchaser will not be a party to the importation of the Goods, that the transaction(s) represented by this Order will be consummated subsequent to importation, and that Supplier will neither cause nor permit Purchaser's name to be shown as "importer of record" on any customs declaration.

DRAWBACK: Upon request and where applicable, Supplier will provide Purchaser Customs Form 7543 entitled "Certificate of Delivery" properly executed.

28. EXPORT COMPLIANCE: Supplier acknowledges that the Goods and any technical data related thereto is or may be subject to United States (U.S.), European Union (EU), or national export control laws, regulations or the like, and agrees that it will not transfer, export or re-export the Goods or any technical data, including without limitation any documentation, or information that incorporates, is derived from or otherwise reveals such, without complying with all applicable U.S., EU, or national export control laws, regulations and the like.

29. DANAHER – SUPPLIER CODE OF CONDUCT: All vendors activities must comply with provisions of Danaher's Supplier Code of Conduct. The Supplier Code of Conduct may be amended from time to time and may be downloaded at <http://www.danaher.com/suppliers>.