



Purchase Terms and Conditions

1. Firm Quotation; Taxes: The terms contained herein (this "Quotation") are firm for a period of sixty (60) days from the date of this Quotation unless otherwise specified herein. However, Foerster Instruments Incorporated (the "Seller") reserves the right to revoke this Quotation at any time prior to the receipt by the Seller of Buyer's Acceptance (as hereinafter defined). The prices in this Quotation do not include any applicable taxes. Except as otherwise required by law, the Buyer agrees to bear and pay any federal, state, local or foreign taxes, or other governmental charges upon the sale of the goods supplied hereunder.

2. Buyer's Acceptance of Quotation: Acceptance of this Quotation must be made in writing, and may be in the form of an order, signed by a duly authorized representative of the Buyer (an "Acceptance Order"). Such Acceptance Order shall be deemed a representation by the Buyer that the said acceptance has been duly authorized by the Buyer and, subject to paragraph 3 hereof, Seller's Acceptance of an Acceptance Order, shall result in a legally enforceable agreement between the Buyer and the Seller when received by the Seller. The Buyer acknowledges and agrees that no terms or conditions set forth in any Acceptance Order shall be deemed effective to change the terms and conditions of this Quotation. The Buyer agrees that any variance from the terms and conditions of this Quotation in any Acceptance Order may be ignored by the Seller as not binding upon it, and shall be of no legal force and effect, and that the Seller may proceed to fill the Acceptance Order in accordance with the terms and conditions of this Quotation, as set forth herein. The Seller shall have no obligation to ascertain whether or not an Acceptance Order conforms to the terms and conditions of this Quotation.

3. Seller's Acceptance of an Acceptance Order: The delivery of the goods which are the subject of this Quotation shall at all times be subject to the approval of the Seller's credit department. The Seller may at any time decline to make any approval of the delivery of the goods which are the subject of this Quotation except upon receipt of payment or acceptable security or upon terms and conditions satisfactory to the Seller's credit department. The Seller may, at its sole discretion, at any time, and from time to time, change the terms of the Buyer's credit, require payment in cash before delivery of the goods which are the subject of this Quotation, and/or require anticipated payment of any or all amounts due or to become due pursuant to this Quotation. If the Seller believes in good faith that the Buyer's ability to make the payments due hereunder may be impaired, the Seller may refuse to ship any goods which are the subject of this Quotation; provided, however, the Buyer shall remain liable for any goods already shipped to the Buyer.

4. Delivery: The goods which are the subject of this Quotation shall be deemed delivered, either in a single delivery, or in lots, when the Seller places them with a carrier for delivery to the Buyer, to a destination of the Buyer's choice, at which time delivery shall be complete, and title to the goods shall be in the Buyer. All risk of loss thereafter shall be borne by the Buyer, who may make appropriate arrangements to insure the goods upon such delivery. The Seller shall have no obligation to insure the goods for the Buyer's benefit. Shipment charges are not included in this Quotation and shall be at the Buyer's expense unless otherwise specified by the Seller. The carrier shall be deemed the agent of the Buyer, even though it may be selected by the Seller. If shipping charges are advanced by the Seller, they shall be re-invoiced to the Buyer by the Seller and shall be subject to the terms of payment specified in paragraph 7 hereof, *Payment*.

5. Security Interest: The Seller reserves and the Buyer hereby grants to the Seller, a purchase money security interest in each of the products listed on the face hereof in the amount of the purchase price thereof plus all taxes, assessments, attorneys' fees and costs of collection described in Section 7 hereof. Such security interest will be satisfied by payment in full by the Buyer of the purchase price. A copy of this Quotation may be filed on the Seller's behalf with the appropriate state or local authorities at any time after signature by the Buyer as a financing statement in order to perfect the Buyer's security interest. Such filing does not constitute acceptance of this Quotation by the Seller. The Seller shall have the rights and remedies of a secured party under the applicable Uniform Commercial Code as now in effect or as may be amended from time to time.

6. Buyer's Remedies for Damaged and Defective Goods: By signing a receipt for shipment and/or completion of installation supervision, if any, the Seller acknowledges that it has received the goods ordered in full and in acceptable working condition. In the event that the goods are claimed by the Buyer to be defective, all such purported defects must be reported in writing to the Seller within five (5) days of receipt of the goods by the Buyer, but in any event within ten (10) days of delivery as defined in paragraph 4 hereof, *Delivery*, or such claims shall be deemed waived by the Buyer. The Buyer's remedies for such defective goods are limited to those remedies specified under paragraph 19 hereof, *Express Limited Warranty and Limitations of Liability*.

7. Payment: The purchase price shall be received by the Seller within thirty (30) days from the date of invoice. Any amount not paid to the Seller by the due date shall bear interest at the greater of (i) eighteen percent (18%) per annum, compounded daily or (ii) the maximum rate allowed by law from and after the due date. Seller shall be entitled to collect from Buyer, all such costs and

expenses of suit and execution proceedings, including reasonable attorneys' fees, as may be undertaken to enforce payment. In light of the warranties specified herein, payment shall be made and may be enforced without any right to set-off against amounts allegedly due on account of any alleged claim by the Buyer whether arising from the sale of goods or otherwise, that the Buyer may have against the Seller. Should the Buyer fail to accept delivery of the goods, as specified herein, the Buyer shall nevertheless be obligated to make full payment for the good as specified under this paragraph.

8. Bankruptcy or Insolvency of the Buyer: If the Buyer applies for relief under any provision of the bankruptcy laws, or otherwise becomes bankrupt or insolvent during the term of any agreement for the sale of goods arising hereunder, such agreement shall immediately terminate. Such termination shall not prejudice the Seller's right to payment for goods already delivered, and for work in progress, and/or commitments made by the Seller as set forth in paragraph 9 hereof, *Cancellation by the Buyer*.

9. Cancellation by the Buyer: Upon written cancellation by the Buyer for any reason whatsoever, of an Acceptance Order, the Buyer agrees to reimburse the Seller for all costs and expenses already incurred, and for all financial commitments made by the Seller in connection with the processing, handling, transportation and/or fabrication of said goods, or component parts thereof, as of the date that written notice of the Buyer's cancellation is received by the Seller, plus a cancellation charge of twenty percent (20%) of the total order value. Such payments shall be made by the Buyer within thirty (30) days of demand. The provisions of paragraph 7 hereof, *Payment*, pertaining to finance charges for late payment and the costs of enforcing payment and collection, shall all be applicable under the provisions of this paragraph as though fully set forth herein. The Seller's determination of all such cancellation costs and charges shall be conclusive and binding upon the Buyer. The Seller shall however, if requested, provide the Buyer with a general itemization of the said charges, without necessity for disclosing the names of the Seller's suppliers, or any information that is of a proprietary nature, or could place the Seller at a disadvantage with its competitors. Cancellation of all or part of any of the goods covered by an Acceptance Order shall be effective only upon receipt of written notice by the Seller, from the Buyer of such cancellation.

10. Installation: The Buyer acknowledges that no installation, training or education is included in this Quotation and is quoted under the Seller's standard rates where applicable.

11. Service of Equipment: The Buyer acknowledges that no service calls are included in this Quotation. Except as stated in paragraph 19 hereof, *Express Limited Warranty and Limitations of Liability*, service calls requested by the Buyer for the maintenance and repair of the goods sold hereunder shall be made by the Seller, at the Seller's standard rates then prevailing, at the Buyer's expense. The Seller's standard service rates are attached hereto, where applicable.

12. Excuse of Performance by Seller:

a) The Seller shall not be liable to the Buyer or any third party claiming through the Buyer for delays or for failure to deliver all or part of the goods herein, on account of: any Act of God, war declared or undeclared, armed conflict, riot, fire, explosion, any casualty, flood, sabotage, and/or any material change in circumstances such as (but not limited to) lack of adequate fuel, power, raw materials, containers, transportation, labor, components, damage to, failure or breakage of machinery or apparatus and/or compliance with governmental requests, laws, regulations, orders or actions, national defense requirements, and/or labor trouble, strikes, lockout or injunction (the Seller shall not be required to settle a labor dispute against its own best judgment); and/or any other events whether or not of the classes enumerated herein, which are beyond the reasonable control of the Seller and which make impracticable the manufacture or transportation of all or part of the goods, or of a material or component upon which the manufacture of the goods is dependent.

b) If the Seller determines that its ability to supply its total demand for goods or obtain any, or a sufficient quantity, of any material used directly or indirectly in the manufacture of goods, is hindered, limited or made impracticable, the Seller may allocate its available supply of the goods or such material (without obligation to acquire other supplies of any such goods or materials) among itself and its purchasers on such basis as the Seller determines to be equitable, and in its best interests, without liability for any failure of performance hereunder which may result therefrom.

c) In the event that the Seller is delayed in delivering, or is unable to deliver goods for any of the reasons covered under subparagraph (a) and/or (b) above of this paragraph, the Seller shall not be required to cure or prevent any such delays or failures to deliver by incurring increased or additional costs hereunder. NOR SHALL THE SELLER BE LIABLE TO THE BUYER OR ANY OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES FOR ANY SUCH DELAYS OR FAILURE TO DELIVER. Any such delays in delivery shall not affect the Seller's right to collect payment for the delayed goods, when ultimately delivered, in accordance with

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paragraph 4 hereof, *Delivery*. Any such failure to deliver shall not affect the Seller's right to collect payment pursuant to paragraph 7 hereof, *Payment*, for goods that have already been delivered.

d) In the event that the Seller is unable to perform under subparagraphs (a) or (b) of this paragraph, it shall notify the Buyer of its inability to perform within a reasonable time, so that Buyer may make other arrangements.

e) If any of the terms and conditions of this Quotation or any agreement resulting from an Acceptance Order shall contravene, or be deemed unlawful or invalid under, the laws of any state, country or jurisdiction which govern such invalid clause shall not invalidate the entire agreement, and the agreement shall be construed as if it did not contain the said invalid provision. The parties shall cooperate and use their best efforts to mitigate any damages, direct, indirect or consequential or otherwise, suffered by the other party as a result of such invalid provision, but shall not be liable for the same, except to the extent provided under paragraph 9, *Cancellation by Buyer*.

13. Assignment: The Buyer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder, without duly authorized prior written consent of the Seller, and any attempted assignment or delegation without such consent shall be null, void and of no legal force and effect.

14. Representations: Neither the agents or employees of the Seller are authorized to make any representation, promise or warranty, regarding the goods which are the subject of this Quotation, or any other goods of the Seller, on behalf of the Seller or in any manner that may obligate the Seller to the Buyer. The Seller will not be responsible for any representation, promise, or warranty made by any agent or employee of the Seller, unless contained herein, or in a writing executed by a duly authorized representative of the Seller. It is understood and agreed by the parties that Buyer is purchasing the goods described herein, based entirely on its own judgment as to their suitability for its purposes, and Seller makes no representations, guarantees or warranties regarding the same.

15. Review by the Buyer: The Buyer hereby represents and warrants that (i) it has fully and completely reviewed and understood this Quotation and (ii) this Quotation is fair and reasonable to the Buyer.

16. Exclusivity: The terms and conditions contained herein constitute the full understanding of the parties, a complete allocation of benefits and risks between them and a complete and exclusive statement of the terms and conditions of their agreement with respect to the sale of goods hereunder. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, waive, vary, explain, or supplement the terms or conditions of this contract shall be binding unless hereafter made in writing and signed by a duly authorized representative of the party to be bound, and no modification shall be effected by the acknowledgement or acceptance of purchase orders or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. If such a written change is made which causes an increase in the cost of labor or materials, or in the time required for performance of the Seller's duties under this Quotation, then the price hereunder shall be reasonably increased, and the delivery time shall be extended for such time as may be reasonably necessary to enable the Seller to deliver the goods.

17. Waiver: No waiver by either the Seller or the Buyer with respect to any breach or default, or of any right or remedy, and no course of dealing regarding the same, shall be deemed to constitute a continuing waiver of that or any other breach or default or of that or any other right or remedy, unless such waiver be expressed in writing signed by a duly authorized representative of the party to be bound. Any remedies specified hereunder or available to the parties at law or in equity consistent with the terms of any agreement arising herefrom, may be utilized repeatedly, until the aggrieved party has secured any compliance, rights and remedies to which it is entitled, including (without limiting the generality of the foregoing) full payment for all sums due and owing hereunder, under all procedures pertaining to the collection and enforcement of judgments.

18. Law Governing: Any agreement arising herefrom and all rights and duties of the Seller and the Buyer, shall be governed by the internal laws of the Commonwealth of Pennsylvania, except as specified to the contrary herein. The parties to any such agreement agree that any action by either party for breach of any such agreement, or to resolve any dispute arising under any such agreement, shall, at the Seller's option, be brought either in the Pennsylvania State Courts, or the Federal District Court for the Western District of Pennsylvania, sitting in Pittsburgh, Pennsylvania, if it has subject matter jurisdiction, or shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, in Pittsburgh, Pennsylvania. In either event, each party agrees that service of process or demand for arbitration will be effected by Certified Mail, Return Receipt Requested, sent to the last known address of the other party.

19. Express Limited Warranty and Limitations of Liability:

a) The Seller warrants (the "Warranty") that the goods supplied (as detailed below) will be free from defects in material and workmanship for the following periods, when such goods are used in accordance with manufacturer's written instructions and under normal operating conditions: Test Equipment and Accessories (Two (2) years); Handling Systems (One (1) year); Repairs Beyond Original Warranty Period and Within the Scope of the Original Repair (Ninety (90) days from date of original delivery to the Buyer in accordance with paragraph 4 hereof, *Delivery*). In accordance with the Warranty, the Seller will repair or replace, at its sole option, free of labor and material charges to the Buyer, any unit which proves defective. The Buyer will assume all charges for the return to the Seller, and the Seller will assume all charges for return to the Buyer, for transportation of goods under the coverage of this Warranty. However, no such system is to be transported without prior approval by the Seller and only to such destinations as are approved by the Seller prior to transport. The Seller, in its sole discretion, shall determine whether or not it is desirable to perform repair work at the Buyer's facility (field call). In the event it determines that a field call is necessary, the Seller shall assume all travel and living expenses of its personnel sent to the Buyer's facility to effect repairs. In the event that repairs are made at the Buyer's facility, the Buyer agrees to cooperate in providing the Seller with such facilities, at the Buyer's expense, as are necessary to effect the repairs, including (without limiting the generality of the foregoing), working space, storage space for tools and other equipment incidental to effecting such repairs and electricity. Under the terms of this Warranty, the Buyer agrees that it will not do anything to the goods needing repairs without first contacting the Seller in writing and being advised by the Seller on how and when to proceed. Failure on the part of the Buyer to comply with all the terms and conditions of this Warranty shall render it void. This Warranty is limited to the original purchaser and is not transferable. THIS WARRANTY IS EXCLUSIVE. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE STATED HEREIN. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY, THE SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, TO THE BUYER OR TO ANY OTHER PERSON, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, PERFORMANCE GUARANTY, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS WHICH ARE THE SUBJECT OF THIS WARRANTY, WHETHER USED IN THEIR ORIGINAL CONDITION, IN ANY ALTERED CONDITION, ALONE OR IN COMBINATION WITH ANY OTHER MATERIAL GOODS OR EQUIPMENT. Excluded from the above Warranty are expendable items and wear parts such as coils, probes, calibration blocks and standards, bearings, cables, batteries, and guides. However, these items are guaranteed to be free from defects in material and workmanship upon delivery. If the Buyer determines that such expendable items or wear parts are defective, no adjustment will be made unless the material is returned to the Seller within thirty (30) days of original shipment. Also excluded from the Warranty are accessory items, parts, and subassemblies purchased from other manufacturers, which may be covered under the original manufacturer's warranty as given to the Seller.

b) This Warranty shall not apply to goods which the Seller determines became defective or inoperative due to negligent or intentional misconduct, misuse, abuse, improper installation and operation, neglect, improper maintenance or accident whether foreseeable or unforeseeable by the Buyer or any other person.

c) Changes or repairs to the goods carried out by the Buyer or third parties which are improperly done, as determined by the Seller, shall void this Warranty. Repair work and parts supplied by the Seller are subject to the same Warranty as the material originally supplied but only to the extent of the unexpired Warranty period of the original goods.

d) Except as expressly provided herein, in no event will the Seller be liable to the Buyer, or any third party, FOR ANY DAMAGES, INDIRECT, DIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY, BY WAY OF INDEMNITY OR OTHERWISE, FOR INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE GOODS WHICH ARE THE SUBJECT OF THIS QUOTATION.

e) THE BUYER'S EXCLUSIVE REMEDIES SHALL BE AS SET FORTH HEREIN, AND THE SELLER'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH SUCH CAUSE OF ACTION ARISES, OR AT THE SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF SUCH GOODS, AND IN NO EVENT SHALL THE SELLER BE LIABLE FOR INDIRECT, DIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM ANY SUCH CAUSE. THE SELLER SHALL NOT BE LIABLE FOR, AND THE BUYER ASSUMES ALL LIABILITY FOR ALL PERSONAL INJURIES AND PROPERTY DAMAGES CONNECTED WITH THE HANDLING, TRANSPORTATION, POSSESSION, PROCESSING, FURTHER MANUFACTURE, OTHER USE WHATSOEVER, SALE OR RESALE OF THE GOODS, WHETHER THE GOODS ARE USED ALONE OR IN COMBINATION WITH ANY OTHER MATERIAL. Neither transportation charges for the return of the goods nor any other costs or charges

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incurred by the Buyer will be paid by the Seller unless covered under subparagraph (a) above or authorized in advance in writing by the Seller. All goods returned for repair are to be shipped prepaid by the Buyer, unless otherwise covered under subparagraph (a) above or approved by the Seller, as provided herein. The mode of transportation must also receive the Seller's prior approval. THE AFORESAID LIMITATIONS OF LIABILITY AND THE AFORESAID LIMITED WARRANTY APPLY NOT ONLY TO THE SALE OF GOODS INVOLVED HEREIN, BUT ALSO TO ALL TECHNICAL OR OTHER ADVICE PROVIDED TO THE BUYER, WHETHER OR NOT GIVEN AT THE BUYER'S REQUEST, WITH RESPECT TO USE, PROCESSING, FURTHER MANUFACTURE, INSTALLATION, SERVICE, OTHER USE OR RESALE OF THE GOODS. THE SELLER SHALL NOT BE LIABLE FOR, AND THE BUYER ASSUMES ALL RISKS OF SUCH ADVICE AND THE RESULTS THEREOF.

f) The Buyer agrees TO INDEMNIFY THE SELLER, AND HOLD IT HARMLESS FOR ANY DAMAGES FOR WHICH THE SELLER MAY BE FOUND LIABLE TO THIRD PARTIES, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF ANY NEGLIGENT OR INTENTIONAL CONDUCT OF THE BUYER OR ANY THIRD PARTY WHETHER FORESEEN OR UNFORESEEN, INCLUDING (WITHOUT LIMITING THE GENERALITY OF THE FOREGOING) ANY CHANGE IN THE GOODS, MISUSE OF THE GOODS, RESALE IN DEFECTIVE CONDITION, FAILURE TO KEEP THE GOODS IN GOOD REPAIR, AND/OR SAFELY DISPOSING OF THE SAME WHEN NO LONGER IN USE.

g) Subject to the limitations contained in this section 19 hereof, and each subsection hereof, the Seller warrants that any goods sold pursuant to an Acceptance Order, except such as are made specifically for the Buyer according to the Buyer's specifications, do not infringe any valid U.S. patent. This Warranty is given upon condition that the Buyer promptly notify the Seller of any claim or suit brought to the Buyer's attention in which such infringement is alleged. If any of the Seller's goods so warranted are affected by the said alleged infringement, the Buyer agrees to permit the Seller to control completely the defense or compromise of any such allegation or suit for infringement. The Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. The Buyer acknowledges that the Seller or one of its affiliates owns all right, title and interest in and to the patent (and any other intellectual property incorporated into the goods) indefinitely and that the Buyer shall not acquire or claim any ownership rights therein by reason of this Quotation or any Acceptance Order, or as a result of the sale of goods or actions taken pursuant to any agreement arising hereunder, or for any other reason. The Buyer agrees that to the extent any rights in the improvement or enhancements to such intellectual property arise by virtue of the this quotation, any Acceptance Order or by operation of law or otherwise, such rights shall vest in, and the Buyer hereby assigns to, the Seller, and the Buyer shall never challenge the Seller's or the Seller's affiliate's ownership of, or the validity of, such intellectual property.

h) The Buyer acknowledges and agrees that the Warranty and remedies specified herein are accepted by the Buyer in lieu of any and all warranties, express and/or implied, and any and all remedies, causes of action and/or rights of indemnification that the Buyer may have against the original manufacturer, all of which warranties, remedies, causes of action and/or rights of indemnification are hereby expressly waived by the Buyer. The Warranties and remedies contained herein will inure only to the benefit of the Buyer and may not be transferred to any other person or entity.

20. Licenses, Permits and Governmental Regulations: The Seller shall not be responsible for obtaining from any government, any required permission to sell, export or import the goods described herein. Any and all such requirements that may be necessary shall be obtained by the Buyer at its expense and shall where necessary be presented to the Seller before delivery. Failure of the Buyer to fulfill such requirements shall not affect the obligation to pay for goods ordered.

21. Resale: The prices quoted do not include any commission for the Buyer, and no such commission is due, absent a written commission agreement between the Buyer and a duly authorized representative of the Seller. This Quotation and the Warranty contained herein have been provided on the basis that the Buyer will be the end user of the goods, and is not purchasing these goods for export or for resale to others, which could result in increased costs, liability and/or risks to the Seller. In the event that the goods covered hereunder are resold by the Buyer to any third party, (a) the Buyer must provide the identity and location of the end user to the Seller and (b) ALL WARRANTIES CONTAINED HEREIN SHALL BE NULL, VOID AND OF NO EFFECT, ALL LIMITATIONS OF LIABILITY CONTAINED HEREIN SHALL BE DEEMED TO APPLY TO ALL SUCH THIRD PARTIES, AND THE BUYER FURTHER AGREES TO INDEMNIFY THE SELLER AND HOLD IT HARMLESS FOR ANY AND ALL DAMAGES FOR WHICH THE SELLER MAY BE FOUND LIABLE TO ANY THIRD PARTY, (INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES) ARISING OUT OF ANY RESALE OF THE GOODS TO THIRD PARTIES. In the event that any sale to a third party includes export from the United States, the Buyer acknowledges the existence of, and agrees to comply with all applicable export and

import laws and regulations of the United States, including but not limited to, the Tariff Act of 1930, as amended, (19 U.S.C. §§ 1202-1683g) and other laws and regulations administered by U.S. Customs and Border Protection, the U.S. Arms Export Control Act, as amended (22 U.S.C. §§ 2751-2799), the International Traffic in Arms Regulations (ITAR), as amended (22 C.F.R. Part 120 et seq.), the Export Administration Act, as amended, (50 U.S.C. §§ 2401-2420), and the U.S. Export Administration Regulations (EAR), as amended (15 C.F.R. § 730 et seq.).

22. Agency: Respecting goods not manufactured by the Seller, the Buyer acknowledges that the Seller is not the agent of the manufacturer, and is not authorized to bind the manufacturer to any contractual commitments, or make any representations on behalf of the manufacturer.

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