



**INSTRUCTIONS TO SELLER**

THIS ORDER IS PLACED BY PURCHASER SUBJECT TO THE TERMS, CONDITIONS AND INSTRUCTIONS APPEARING ON THE FACE AND REVERSE SIDES HEREOF AND ANY ATTACHMENTS HERETO, AND BY ACCEPTING THIS ORDER, SELLER AGREES TO BE BOUND THEREBY. SPECIFICATIONS, DRAWINGS AND DATA SUBMITTED TO SELLER WITH THIS PURCHASE ORDER ARE HEREBY INCORPORATED AND MADE A PART OF THIS ORDER. THIS ORDER SHALL BE DEEMED ACCEPTED BY SELLER UPON THE EARLIER OF (I) PERFORMANCE BY SELLER, IN WHOLE OR IN PART, OR (II) RECEIPT AND ACCEPTANCE BY PURCHASER OF A VALID, BINDING PURCHASE CONFIRMATION, INVOICE, ACKNOWLEDGMENT OR OTHER DOCUMENT FROM SELLER CONCERNING THE GOOD OR SERVICES IDENTIFIED IN THIS ORDER; PROVIDED HOWEVER, THAT NO TERMS OR CONDITIONS THAT ARE IN ADDITION TO OR INCONSISTENT WITH ANY TERMS OR CONDITIONS HEREIN SHALL BE BINDING ON PURCHASER UNLESS AGREED TO IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF PURCHASER, AND PURCHASER HEREBY EXPRESSLY OBJECTS TO THE INCLUSION OF THE SAME. ONCE ACCEPTED IN ACCORDANCE WITH THE PRECEDING SENTENCE, THIS ORDER CONSTITUTES THE ENTIRE AGREEMENT AND SUPERSEDES ALL PRIOR ORAL OR WRITTEN AGREEMENTS CONCERNING THE SUBJECT MATTER OF THIS ORDER AND SHALL BE BINDING UPON PURCHASER AND SELLER AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS. BUYER RESERVES THE RIGHT TO CHANGE OR REVOKE THIS ORDER NOT ACCEPTED BY SELLER AS DESCRIBED ABOVE AT ANY TIME PRIOR TO SELLER'S ACCEPTANCE.

1. Ship least expensive way, unless otherwise specified on face hereof.
2. Excess unauthorized shipments and shipments arriving in advance of scheduled delivery date may be returned at Seller's risk and expense.
3. Purchaser will not be responsible for additional charges of any kind, including charges for boxing, crating, carting or storage unless specifically agreed by Purchaser in writing on the face hereof. Further, unless specifically agreed by Purchaser in writing on the face hereof, the stated prices include all applicable taxes, governmental charges, duties or similar additions or deductions of any kind.
4. Invoices. Mail separate invoices in duplicate for each shipment to:

Process Insights - Extrel CMS, LLC  
c/o Accounts Payable  
575 Epsilon Drive Ste 2  
Pittsburgh, PA 15238  
or email: [payables.pitt@process-insights.com](mailto:payables.pitt@process-insights.com)

Process Insights – Cosa Xentaur Corporation  
c/o Accounts Payable  
4140 World Houston Pkwy, Suite 180  
Houston, TX 77032  
or email: [ap.hou@process-insights.com](mailto:ap.hou@process-insights.com)

Process Insights – Guided Wave, Inc.  
c/o Accounts Payable  
3033 Gold Canal Drive Suite 100  
Rancho Cordova, CA 95760  
or email: [ap.rc@process-insights.com](mailto:ap.rc@process-insights.com)

Process Insights – Tiger Optics, LLC  
c/o Accounts Payable  
275 Gibraltar Rd.  
Horsham, PA 19044  
or email: [mtap.hrsh@process-insights.com](mailto:mtap.hrsh@process-insights.com)

Process Insights – Guided Wave, Inc.  
c/o Accounts Payable  
2121 Aviation Drive  
Upland, CA 91786  
or email: [ap.upland@process-insights.com](mailto:ap.upland@process-insights.com)

5. Attach bill of lading or express receipt to each invoice showing Purchase Order Number, equipment description and Process Insights part numbers, if any.

**CONDITIONS OF PURCHASE** (Paragraph headings are for purposes of convenience only and are not intended to form a part nor to be used for purposes of interpretation of the text hereof.)

1. General. These terms and conditions (face, reverse side and attachments) (a) shall be deemed to be exclusive and complete, (b) shall not in any way be modified or waived, except by agreement in writing by a duly authorized representative of Purchaser and (c) the word "items" herein insofar as applicable refers to goods or any part thereof and/or services furnished under this order. Time is of the essence of this order.
2. Payment. The terms of payment are net cash within forty-five (45) days from the later of the date on which the invoice is received by Purchaser or the date on which the invoiced items are received by Purchaser at the delivery point designated by Purchaser. Seller certifies that at the time of its acceptance of this order, the prices stated herein are not in excess of the price then currently being charged by Seller to other customers for the same or smaller quantities of like goods or services with similar delivery or performance schedules.
3. Changes. Purchaser shall have the right to make changes to this order including changes to the shipping schedule. If any such change causes an increase or decrease in the cost of or the time required for performance of this order, an equitable adjustment shall be negotiated in the contract price or performance schedule or both. Any claim by Seller for adjustment hereunder shall be deemed waived unless asserted in writing within thirty days from receipt by Seller of notice of the change. Seller shall implement such changes upon receipt of Purchaser's written notice of change.



4. Risk of Loss. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete only upon actual receipt and acceptance of the items by Purchaser. Risk of loss or damage as to items rejected by Purchaser or as to which acceptance has been revoked shall be upon Seller.
5. Warranty. Seller warrants to Purchaser, its successors, assigns and customers that the items supplied are merchantable, of good quality, comply with specifications, drawings and data submitted to or by Purchaser in connection with this order, are free from defects, whether patent or latent, in design, material and workmanship and are suitable for the particular use for which the items are purchased and that services are performed in accordance with the highest professional standards. Seller shall, at Purchaser's option, repair replace or re-perform, at no cost to Purchaser, the goods or services, or parts thereof, found to be nonconforming herewith. Any replacement parts and materials or corrections to workmanship or services are likewise warranted.
6. Nonconformity. All items ordered will be subject to final inspection and approval, at Purchaser's election, at Seller's plant or other Purchaser-designated location or, if services, at the site of such services. If any of the items are found a any time to be not in conformity with the requirements of this order, Purchaser shall have the right to reject and return, or to hold such items for Seller's instructions at Seller's risk and expense or, in the case of services, to have such services performed anew by Seller at no cost or expense to Purchaser, such items not to be replaced or re-performed without authorization from Purchaser.
7. Indemnity. Seller shall to the furthest extent permitted by law indemnify and hold harmless Purchaser, its successors, assigns and customers, from and against claims, liability, loss and damage, including without limitation, costs, expenses, and attorneys' fees, arising out of or relating to this order or the items or services furnished hereunder, or any litigation based thereon. Seller shall further indemnify and hold harmless Purchaser, its successors, assigns and customers from and against any and all liens upon the premises of Purchaser or its customers including without limitation, liens for labor performed and material furnished, attaching as a result of any act or omission by Seller or its subcontractors, and Seller shall also at its own expense procure the discharge, release or satisfaction of any and all notices of intention or other evidence of such lien or claim thereto. Seller has obtained, or will obtain, such public liability, property damage, employee's liability and compensation insurance as will protect Purchaser from all of the aforesaid risks and from any liability under applicable Workmen's Compensation and Occupational Disease Acts.
8. Patent and Copyright Protection. Seller shall indemnify and hold harmless Purchaser, its successors, assigns and customers from and against claims, liability, loss and damage, including without limitation, costs, expenses, and attorneys' fees arising out of or relating to any claim of patent or copyright infringement by or in any way related to the items or parts thereof, furnished hereunder or any litigation based thereon. In addition, Seller shall procure at Seller's expense for Purchaser and its customer the right to continue using the items or parts found to have been infringing. Alternatively, Seller may modify, supplement or replace such items and parts so as to eliminate such infringement, provided however, that there shall be no performance degradation due to such actions.
9. Litigation. If requested to do so, Seller shall defend, at its own expense, any litigation for which Seller is required to indemnify Purchaser under Paragraph 7 or 8. Purchaser shall have the right to participate in such defense with counsel of Purchaser's own choice at Seller's expense and, if Seller shall fail to promptly assume the defense of such litigation when requested to do so by Purchaser, Purchaser may defend with counsel of its own choice at the expense of Seller.
10. Information. Any knowledge or information concerning the design, manufacture, sale or use of the items covered by this order which Seller may disclose to Purchaser incident to the performance, manufacture or delivery of items covered by this order shall be deemed to have been disclosed as a deliverable under the order and to be free from all restrictions as to the use or disposition thereof by Purchaser, and Seller agrees not to assert any claim against Purchaser by reason of Purchaser's use or disposition thereof. Seller shall keep confidential all information, drawings, specifications, data any other details furnished by Purchaser or prepared by Seller specifically in connection with this purchase order.
11. Property Supplied by Purchaser. Purchaser shall retain title to any drawings, sketches, designs, patterns, dies, molds, tooling, equipment and materials of every description paid for or supplied by Purchaser for use in the performance of this order. Any such articles shall be retained by Seller on consignment, suitably identified as Purchaser's property. Seller shall hold and maintain any such articles at its risk and expense, shall keep such articles insured at its expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to Purchaser, and shall not use such articles except in filling Purchaser's orders. All such articles shall be delivered to Purchaser upon demand, in the same condition as when received, except for reasonable wear and tear, and except to the extent such articles have been incorporated into items delivered to Purchaser, or consumed in the normal performance or work for Purchaser.
12. Termination. Purchaser may, without cost or liability to it, except for deliveries or services previously made and accepted, terminate this order if one or more of the following events shall occur: (a) failure of Seller to perform any of its obligations under this contract, (b) any adverse change in the position, financial or otherwise, of Seller or (c) the insolvency of, or the filing of a petition under any federal or state bankruptcy or insolvency laws by or against Seller, and, in any termination identified in this sentence, Seller shall be responsible for any damages suffered by Purchaser, its successors, assigns or customers. In addition to the preceding rights of termination, Purchaser may, on reasonable notice to Seller, terminate this order at Purchaser's convenience without cost or liability to it as to any items not received or accepted by Purchaser and any items shipped, or service performed, after the effective date of such termination may, at the sole option of Purchaser, be accepted by Purchaser under this order or be returned to Seller at the risk and expense of Seller.
13. Remedies. The remedies expressly provided for in these conditions shall be in addition to any other remedies which Purchaser may have under the Uniform Commercial Code or other applicable law.
14. Set-Off. Purchaser shall be entitled at all times to set-off any amount owing from Seller to Purchaser or any of its affiliated companies against any amount payable in connection with this order by Purchaser.
15. Compliance with Certain Laws. Seller certifies to Purchaser that the items purchased hereunder were produced or performed in compliance with all applicable laws and requirements, including the Fair Labor Standards Act of 1938, as amended. Seller shall comply, unless this transaction is exempt under applicable regulations, with all provisions of Executive Order 11245 of September 24, 1965, as amended, and with the relevant orders of the Secretary of Labor relating to Equal Employment Opportunity, and clauses thereby required are incorporated herein by reference. If this order is subject to government contracting mandates, Purchaser will so state on



the face hereof, and if so stated, as a condition to the effectiveness of this order, Seller agrees to certify to Purchaser, by separate writing, that it complies with all government contracting requirements applicable to Purchaser, Seller and the goods.

16. **Governing Law; Arbitration.** This order shall be governed by the law of the Commonwealth of Pennsylvania, including the Uniform Commercial Code, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and excluding Pennsylvania law with respect to conflicts of law. Seller agrees that all disputes of every kind and nature arising out of or relating to this order (including, without limitation, the negotiation, existence, construction, validity, interpretation, performance, breach or termination thereof) shall be submitted to binding arbitration pursuant to the then existing Commercial Arbitration Rules of the American Arbitration Association. Arbitration hearings shall be conducted in Pittsburgh, Pennsylvania, and the award rendered by the arbitrator(s) shall be final and binding on all parties to the proceeding, and judgment on such award may be entered by any party in any court of competent jurisdiction.
17. **Miscellaneous.** Assignment of this order or of any interest herein, or of any payment due hereunder, without the prior written consent of Purchaser, shall be void. Any revision of this order which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining portions hereof. The obligations of Seller under this order shall survive any inspection, delivery, acceptance or payment of and for the items.
18. **Software.** (a) Seller grants to Purchaser a non-exclusive, royalty-free perpetual license to use any software provided by Seller hereunder. Purchaser shall not be bound by the terms and conditions that may be contained in Seller's forms. (b) Seller grants to Purchaser an unlimited, exclusive, perpetual and irrevocable license to use, modify and sublicense any custom software provided by Seller hereunder on behalf of Purchaser and its customers.
19. **Limit of Liability.** In no event will Purchaser be liable for special, indirect, incidental or consequential damages of any kind.
20. **Hazardous Materials.** Seller shall notify Purchaser of all "hazardous materials" (as that term is defined in applicable Federal, state and local statutes) which are contained in the products. Seller shall furnish Purchaser with copies of all applicable "material safety data sheets" for products no later than the shipment date under this order.
21. **Quality Assurance.** Seller shall qualify as an acceptable vendor in compliance with the requirements of Purchaser's applicable supplier quality assurance program within a reasonable time after Purchaser issues Purchaser's initial order for items.
22. **No Waiver.** The failure of Purchaser to insist on strict performance of any of the terms and conditions hereof, or its payment of monies due with knowledge of a breach of this order, shall not be deemed a waiver of any rights or remedies that Purchaser may have or a waiver of any subsequent breach or default, whether of a similar or different nature.