



• **Customer Satisfaction** • **Technical Innovation** •

159 Swanson Road • Boxborough, MA 01719
Toll Free: 800-257-3872 • Tel: 978-263-1400 • Fax: 978-266-2158



Setra Systems, Inc.

Quality Survey

Response Information

Setra Systems, Inc. is an ISO 9001 certified company

Setra Quality Statement

“Setra will exceed customer expectations through technical innovation and superior delivery of high quality, value-added, sensing products, sensing illumination, and services.”

This Document is Prepared and Maintained by: Setra Quality Department

Table of Contents

Quality Policy and Mission Statement.....	Page 1
Table of Contents.....	Page 2
Company Profile.....	Pages 3-4
~ <i>General</i>	
~ <i>Key Personnel</i>	
~ <i>Facilities</i>	
~ <i>Calibration Info</i>	
~ <i>Specialty Business Codes</i>	
~ <i>Quality Certifications</i>	
Quality Manual – Table of Contents.....	Pages 5-6
ISO-9001:2015 Certificate of Registration.....	Page 7
W-9 Form.....	Page 8
Terms & Conditions.....	Pages 9-10

• **Customer Satisfaction** • **Technical Innovation** •

159 Swanson Road • Boxborough, MA 01719
Toll Free: 800-257-3872 • Tel: 978-263-1400 • Fax: 978-266-2158

GENERAL information

Name:	Setra Systems, Inc
Address:	159 Swanson Rd Boxborough, MA 01719-1304
Phone:	(978) 263-1400
Toll Free Number:	(800) 257-3872
Fax:	(978) 264-0292
Web Address (Setra products)	www.setra.com
Web Address (Dolan-Jenner Products)	www.dolan-jenner.com
EIN/Tax ID:	04-2432269
CAGE Code:	53367

Primary Business: Design and manufacture of sensors (including pressure transducers, barometric gauges, humidity sensors, current sensors), weighing systems, manometers, accelerometers, fiber optic illumination systems and provides pressure calibration services.

Founded: 1967

Size Classification: Large (Not Minority Owned)

Status of Ownership: Corporation, parent company is Fortive Corporation.

Parent Company Information: Fortive Corp.

6920 Seaway Boulevard
Everett, WA 98203

Investor/Financial Information: Please see <http://www.fortive.com> for information regarding financial data.

CONTACT FOR ORDERS:

Email:	Orders@Setra.com
Phone:	(800) 257-3872
Fax	(978) 264-0292

REMIT TO INFORMATION:

Bank of America Lockbox Services
12003 Collections Center Dr
Chicago, IL 60693

WIRE TRANSFER:

Bank of America
231 South Lasalle Street
Chicago, IL 60604
US Federal Wire System / Setra Systems Inc
A/C # 8765100157 ROUTING # 026009593
SWIFT: BOFAUS3N

Terms: Net 30 days

Standard Quotations are valid for 60 days from date of issue.

Our Preferred Method of Payment is ACH.

KEY PERSONNEL*

President	Jim Lico
General Manager	Chris Brooks
Controller	Ahsan Ali
Director of Operations	David Chisholm
VP of Sensor Eng & Sensor Technology	Eric Beishline
Quality Manager	Ed Lynch
Senior Director of Sales – HVAC Markets	Tiago B. Anes
VP of Sales & Marketing	Scott LeBrun
Human Resources Manager	Jessica Doherty

*Personnel are subject to change without notice.

FACILITIES

Location:	Building Information:
159 Swanson Rd.	Metal/Brick
Boxborough, MA 01719	100,000 sq./ft

Annual or Scheduled Shutdowns: All major US holidays.

EQUIPMENT USED FOR CALIBRATION

Setra Systems performs pressure calibrations using Setra model 270, 204, 239 and 600 pressure transducers; MKS 622A; BOC Edwards models 570 and 590; as transfer standards. These transducers are calibrated using one of the following:

Ruska pressure controller	7250LP
DH Instruments Pressure Controller	PPC3-2MA2Mp/A200Kp
Kurt J Lesker Company Vacuum Gage	KJL-902178
Agilent digital multi-meter	34401A
DH Instruments Primary pressure standard	FPG8601
Ametek Dead weight tester	T-1 Hydraulic pump

Humidity products are calibrated using Thermo Scientific Two Pressure Humidity Generator Model 2500ST-LT.

Weighing systems products utilize Troemner S-Class weights primary standards.

SPECIALTY BUSINESS CODES

SIC Code:	3823
NAICS Code:	334513
DUNS Number:	04-170-3786
Cage Code:	53367
SAM (System Award Mgmt) Registered,	
Expiration Date:	2/01/2019
Global Location Number:	N/A
EAR & ITAR:	Compliant
GSA Contract:	None

	<h1>Quality Management System</h1>	Revision: A
		Page 5 of 44

TABLE OF CONTENTS

Document Change Record	0
1. Scope	1
1.1 Setra's Quality Policy	1
2. Normative references	1
3. Terms and definitions	1
4. Context of the Organization	2
4.1. Understanding the organization and its context	3
4.2. Understanding the needs and expectations of interested parties	3
4.3. Determining the scope of the quality management system	3
4.4. Quality management system and its processes	3
5. Leadership	4
5.1 Leadership and commitment	4
5.1.1 General	4
5.1.2 Customer Focus	4
5.2 Policy	4
5.2.1 Establishing the Quality Policy	5
5.2.2 Communicating the Quality Policy	5
5.3 Organizational Roles, Responsibilities and Authority	5
5.3.1 Responsibility and Authority for IEC 80079-34 certified product	7
5.3.2 Responsibility and Authority as it pertains to ISO 17025 (3, 4.1, 4.2)	8
6. Planning	10
6.1 Actions to address risks and opportunities	10
6.2 Quality objectives and planning to achieve them	11
6.3 Planning of changes	11
7. Support	11
7.1 Resources	11
7.1.1 General	11
7.1.2 People	11
7.1.3 Infrastructure	12
7.1.4 Environment for operation of processes	12
7.1.5 Monitoring and measuring resources	12
7.1.5.1 General	12
7.1.5.2 Measurement traceability	12
7.1.5.2.1 Control, calibration, and maintenance of inspection, measuring, and test equipment.	12
7.1.6 Organizational knowledge	16
7.1 Competence	16
7.2 Awareness	17
7.3 Communication	17
7.4 Documented Information	18
7.4.1 General	18
7.4.2 Creating and Updating	18
7.4.3 Control of Documented Information	18
7.4.4 Control of Documented Information as it pertains to ISO 17025 (4.3)	18
7.4.5 Control of Records as it pertains to ISO 17025 (4.13)	19

TABLE OF CONTENTS continued

8.	Operations	19
8.1	Operational Planning and Control	19
8.2	Requirements for Products and Services	20
8.2.1	Customer Communication	20
8.2.2	Determining the Requirements for Products and Services	20
8.2.3	Review of the Requirements for Products and Services	20
8.2.3.4	Review of Requests, Tenders and Contracts as it pertains to ISO 17025 (4.4)	20
8.2.4	Changes to Requirements for Products and Services	21
8.3	Design and Development of Products and Services	21
8.3.1	General	21
8.3.2	Design and Development Planning	21
8.3.3	Design and Development Inputs	21
8.3.4	Design and Development Controls	21
8.3.5	Design and Developments Outputs	22
8.3.6	Design and Development Changes	22
8.3.7	Design and Development Process – Toll Gate Stages	22
8.4	Control of Externally Provided Processes, Products and Service	28
8.4.1	General	28
8.4.2	Type and Extent of Control	29
8.4.3	Information for External Providers	29
8.4.4	Subcontracting of Calibrations as it pertains to ISO 17025 (4.5)	29
8.5	Production and Service Provision	29
8.5.1	Control of Production and Service Provision	29
8.5.2	Identification and Traceability	30
8.5.3	Property belonging to customers and external providers	30
8.5.4	Preservation	31
8.5.5	Post-delivery activities	31
8.5.6	Control of changes	31
8.6	Release of products and services	32
8.7	Control of nonconforming outputs	32
8.7.1	Nonconforming material process	32
9.	Performance Evaluation	34
9.1	Monitoring, measurement, analysis and evaluation	34
9.1.1	General	34
9.1.2	Customer satisfaction	34
9.1.3	Service to the Customer (4.7)	34
9.1.4	Complaints (4.8)	34
9.1.5	Analysis and evaluation	34
9.2	Internal Audit	35
9.2.1	Internal Audits as it pertains to ISO 17025 (4.14)	35
9.3	Management review	35
9.3.1	General	35
9.3.2	Management review inputs	35
9.3.3	Management review outputs	36
9.3.4	Management review as it pertains to ISO 17025 (4.15)	36
10.	Improvements	36
10.1	General	36
10.2	Nonconformity and corrective action	36
10.3	Continual improvement	37
11.	Additional Requirements for ISO 17025 Accreditation	37
11.1	General	37
11.2	Personnel	38
11.3	Accommodation and Environmental Conditions	38
11.4	Test and calibration methods and method validation	38
11.5	Equipment	40
11.6	Measurement Traceability	41
11.7	Sampling	42
11.8	Handling of Calibration Items and equipment	42
11.9	Assuring the Quality of Calibration Results	42
11.10	Reporting the Results	42
11.11	Appendix A – Products	44

Revision is subject to change without notice. Documented procedures required by ISO-9001:2008

Certificate of Registration



This is to certify that the Quality Management System of:

Setra Systems, Inc.

159 Swanson Road
Boxboro MA 01719-1304
United States of America

applicable to:

Design and manufacture of pressure transducers, weighing systems, manometers and accelerometers, sensing illuminations, current sensing and humidity sensing

has been assessed and approved by
National Quality Assurance, U.S.A., against the provisions of:

ISO 9001:2015

A handwritten signature in black ink, reading 'K N Burt'.

For and on behalf of NQA, USA

Certificate Number: 10352

EAC Code: 19

Certified Since: July 9, 1998

Valid Until: October 24, 2019

Reissued: August 16, 2017

Cycle Issued: October 25, 2016



• Customer Satisfaction • Technical Innovation •

159 Swanson Road • Boxborough, MA 01719
Toll Free: 800-257-3872 • Tel: 978-263-1400 • Fax: 978-266-2158

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SETRA SYSTEMS INC	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
2 Business name/disregarded entity name, if different from above _____	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____ </div> <div style="width: 45%;"> <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>	
5 Address (number, street, and apt. or suite no.) See instructions. 159 SWANSON ROAD 6 City, state, and ZIP code BOXBOROUGH, MA 01719 7 List account number(s) here (optional) _____	Requester's name and address (optional) _____ _____ _____	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th align="center" colspan="9">Social security number</th> </tr> <tr> <td style="width:10%; height: 20px;"> </td> <td style="width:10%;"> </td> <td style="width:10%;"> </td> <td style="width:10%;"> </td> <td style="width:10%;">-</td> <td style="width:10%;"> </td> <td style="width:10%;"> </td> <td style="width:10%;">-</td> <td style="width:10%;"> </td> </tr> <tr> <td align="center" colspan="9">or</td> </tr> <tr> <th align="center" colspan="9">Employer identification number</th> </tr> <tr> <td style="height: 20px;">0</td> <td>4</td> <td>-</td> <td>2</td> <td>4</td> <td>3</td> <td>2</td> <td>2</td> <td>6 9</td> </tr> </table>	Social security number													-			-		or									Employer identification number									0	4	-	2	4	3	2	2	6 9
Social security number																																														
				-			-																																							
or																																														
Employer identification number																																														
0	4	-	2	4	3	2	2	6 9																																						

Part II Certification	Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	<table style="width:100%;"> <tr> <td style="width:50%;"> Signature of U.S. person <i>June O. Renaud</i> </td> <td style="width:50%;"> Date <i>1/5/18</i> </td> </tr> </table>	Signature of U.S. person <i>June O. Renaud</i>	Date <i>1/5/18</i>
Signature of U.S. person <i>June O. Renaud</i>	Date <i>1/5/18</i>		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)

TERMS AND CONDITIONS OF SALE

1. FORMATION OF CONTRACT

By placing an order, accepting or paying for the goods specified on the face of this order or quotation, Purchaser agrees to the terms and conditions of sale contained herein. If Purchaser objects to any of these terms, such objection shall be in writing and received by SETRA at the address stated on the front hereof prior to commencement of performance by SETRA. Any additional or different terms contained in Purchaser's form are objected to by SETRA without need of further notice, and shall not be binding on SETRA unless expressly accepted in writing by an officer of SETRA. SETRA's written confirmation of the order shall not constitute an acceptance by SETRA in writing of any additional or different terms contained in purchaser's form.

2. TERMS OF PAYMENT

If SETRA extends credit to Purchaser, terms of payment shall be net 30 days from invoice date unless otherwise specifically agreed by SETRA in writing. Interest shall be assessed on any amounts outstanding after 30 days in the amount of the lesser of 1 1/2% per month of the unpaid balance (annual rate of 18%) or the maximum interest rate allowed by law. If purchase is being made from outside the United States of America, payment shall be made in United States Dollars. SETRA reserves the right to withdraw any offer to sell or to cancel any agreement prior to shipment of goods if, in SETRA's sole judgment, Purchaser's credit record is inadequate. SETRA also reserves the right to change the credit terms, or to withdraw credit.

3. SHIPMENTS

Unless otherwise indicated on the face of this order or quotation: (a) shipments shall be FCA (incoterms 2010). SETRA's plant in Boxborough, Massachusetts; (b) SETRA, at its option, may hold all goods for shipment at one time, or may make partial shipment provided any agreed delivery schedule is met subject to item 4 of these terms; and (c) each shipment shall be treated as a separate contract for the purposes of these Terms of Sale, and SETRA may refuse to make additional shipments if Purchaser is in breach with respect to any prior shipment.

4. DELIVERY

Unless otherwise indicated on the face of this order or quotation: (a) shipments shall be FCA (Incoterms 2010). SETRA's plant in Boxborough, Massachusetts; (b) SETRA, at its option, may hold all goods for shipment at one time, or may make partial shipment provided any agreed delivery schedule is met subject to item 4 of these terms; and (c) each shipment shall be treated as a separate contract for the purposes of these Terms of Sale, and SETRA may refuse to make additional shipments if Purchaser is in breach with respect to any prior shipment.

Any order for standard goods, entered and confirmed with a delivery date, shall be subject to the following limitations in regards to change of delivery requested by Purchaser: If the order is within zero to 2 weeks of scheduled delivery, no change of delivery date shall be allowed. If the order is greater than 2 weeks of the scheduled delivery, the deliver date may be changed with the prior written consent of SETRA and the payment of a agreed upon surcharge. Any order for custom goods may not be changed without the prior written approval of SETRA.

5. ACCEPTANCE

Purchaser will be deemed to have accepted the goods described on the face hereof if SETRA does not receive written notice of rejection within 10 days of receipt by Purchaser. In any event, payment shall constitute acceptance.

6. DESIGN

Unless otherwise specifically agreed in writing, SETRA reserves the right to adopt any changes in the design or manufacture of the goods.

7. LIMITED WARRANTY

SETRA warrants that the goods sold hereunder are free from defects in material and workmanship for a period of time set forth in the Product's operating manual or operating instructions ("Warranty Period"). Seller warrants its good(s) only to the original Purchaser. There are no warranties whatsoever on goods built or acquired, wholly or partially, to a Purchaser's designs or specifications. This express warranty in this section is in lieu of and excludes all other warranties, express or implied, by operation or law or otherwise including THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER KNOWN TO SELLER OR NOT), all other such warranties being hereby expressly disclaimed by Seller and waived by Purchaser. Written notice of claimed defects shall have been given to SETRA within the Warranty Period, and within thirty (30) days from the date any such defect is first discovered. The good or parts claimed to be defective must be returned to SETRA, accompanied by a Return Material Authorization (RMA) issued by SETRA's facility responsible for supplying goods, with transportation prepaid by Purchaser, with written specifications of the claimed defect. If a warranty claim is valid, SETRA shall pay reasonable one-way costs of transportation of the defective goods from either the original destination or the location where defect occurred, whichever is closest to SETRA's facility. If the warranty return is "No Problem Found," the Purchaser is responsible for an RMA evaluation and return shipping charges. Debit memos to accounts payable are not allowed for any returned goods without the prior written approval of SETRA. Under no circumstances shall SETRA be liable for removal of the goods from Purchaser's equipment or reinstallation into Purchaser's equipment. No person including any agent, distributor, or representative of SETRA is authorized to make any representation or warranty on behalf of SETRA concerning any goods.

This limited warranty shall not apply to goods that: have been subjected to abuse, neglect, accident, improper installation or servicing, or use in violation of instructions furnished by SETRA; that have been repaired or altered by anyone except SETRA or its authorized service agencies; the serial number or date code have been removed, defaced, or otherwise changed.

8. PATENT INDEMNITY

SETRA shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights except as specifically provided in this section. Any liability of SETRA shall be limited as set forth in Section 10. SETRA will defend and indemnify Purchaser against allegations of infringement of U.S. patents, U.S. trademarks, copyrights, trade dress and trade secrets as (hereinafter collectively referred to as the "Intellectual Property Rights") subject to the limitations and conditions set forth in this section. SETRA will defend at its expense and will pay the cost of any settlement or damages awarded in any action brought against Purchaser based on an allegation that an item sold to Purchaser ("Item") infringes the Intellectual Property Rights of a third party. SETRA'S obligation to defend and indemnify Purchaser is contingent on Purchaser notifying SETRA within ten (10) days after Purchaser becomes aware of such allegations of infringement, and SETRA having sole control over the defense of any allegations or actions including all negotiations for settlement or compromise. If an Item is subject to a claim that it infringes the Intellectual Property Rights of a third party, SETRA may, in its sole discretion, procure for PURCHASER the right to continue using the Item, replace or modify the Item so as to make it non-infringing, or offer to accept return of the Item and return the purchase price less a reasonable allowance for depreciation. Notwithstanding the foregoing, SETRA shall have no liability for claims of infringement based on information provided by Buyer, or directed to Items for which the designs are specified in whole or in part by Purchaser, or infringements resulting from the modification, combination or use in a system of the Items. The foregoing provisions of this section shall constitute SETRA'S sole and exclusive liability and Purchaser's sole and exclusive remedy for infringement of Intellectual Property Rights. If a claim is based on information provided by Purchaser or if the design for an Item is specified in whole or in part by Purchaser, Purchaser shall defend and indemnify SETRA for all costs, expenses or judgments resulting from any claim that such Item infringes any patent, trademark, copyright, trade dress, trade secret or any similar right.

9. RETURN OF GOODS

Only new and unused goods are eligible for return for credit within three (3) months from date of shipment, in SETRA'S sole discretion. Custom configured goods are built to Purchaser's specification and therefore may not be returned. Before any goods are accepted by SETRA, SETRA will inspect the goods to ensure they are new and unused and in proper working order and are acceptable for return for credit.

Any goods that are returned for Service or Calibration will need to be returned to SETRA with a fully completed Service & Calibration return form. These are available on our website www.setra.com. By completing the Service & Calibration return form, Purchaser is accepting all terms & conditions contained in these terms.

Any goods that have been used with Hazardous Materials (any material other than inert gas) must be 100% purged with documented data and it MUST be accompanied by a MSDS sheet for that Hazardous Material. Goods must be bagged, sealed, and tagged accordingly and the paperwork MUST be on the outside of the shipping container.

SETRA will not accept delivery of any goods exposed to biological processes.

SETRA will not, under any circumstances, accept goods exposed to radioactive materials or asbestos or goods used in semiconductor processing.

If goods are returned for Service & Calibration there will be an evaluation/calibration fee which will apply to all returns. SETRA will make three (3) attempts within ninety (90) days from receipt of the goods by SETRA to contact the Purchaser/customer for approval of fees and additional charges. After three (3) failed attempts, SETRA, at its sole and absolute discretion, reserves the right to dispose of the goods without any liability to Purchaser/customer whatsoever.

• **Customer Satisfaction** • **Technical Innovation** •

159 Swanson Road • Boxborough, MA 01719
Toll Free: 800-257-3872 • Tel: 978-263-1400 • Fax: 978-266-2158

10. DISCLAIMER; LIMITATION OF LIABILITY

Disclaimer of Certain Damages. IN NO EVENT SHALL SETRA BE LIABLE (AND PURCHASER WAIVES ALL CLAIMS AGAINST SETRA) FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES, COSTS OR EXPENSES BASED UPON NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION ARISING, DIRECTLY OR INDIRECTLY, FROM THE GOODS THAT ARE THE SUBJECT OF THIS ORDER, OR THE USE OR FAILURE THEREOF, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PRODUCTION, PROFITS OR INJURY TO PERSONS OR PROPERTY. THIS DISCLAIMER SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IN THE EVENT THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL FAIL OF ITS ESSENTIAL PURPOSE.

Limitation of Liability. SETRA'S MAXIMUM LIABILITY SHALL NOT EXCEED THE PRICE PAID BY PURCHASER FOR THE GOODS THAT GAVE RISE TO ANY SUCH LIABILITY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THE ORDER AND SHALL APPLY REGARDLESS OF THE BASIS OF PURCHASER'S CLAIM, BE IT IN CONTRACT, WARRANTY, TORT OR OTHERWISE. THE REMEDIES OF PURCHASER CONTAINED IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ANY OTHER REMEDIES AVAILABLE TO PURCHASER UNDER APPLICABLE LAW.

PURCHASER.

11. CANCELLATION

Termination of the order, in whole or in part, can be made only with SETRA's prior written consent and upon terms that will indemnify SETRA against loss and afford an equitable profit.

12. TAXES

All sales, use, or similar excise taxes or governmental charges imposed upon the sale or shipment of the product shall be paid for by the Purchaser and shall be added to and become part of the purchase price of the goods. It is the policy of SETRA to collect such taxes if in its judgment it is required to do so, unless Purchaser provides the appropriate tax exemption information to SETRA prior to its invoicing the order.

13. CONFIDENTIAL INFORMATION

Unless specifically otherwise agreed, SETRA will not accept any disclosure to it by Purchaser of any information claimed to be confidential (including plans, drawings or specifications relating to Purchaser's proposed use of the product).

14. INTERNATIONAL DELIVERY

If the purchase calls for shipment to a point outside the United States of America, acceptance by SETRA is expressly subject to its ability to obtain, on appropriate terms, any export license or permit required by applicable governmental law or regulation.

15. PRICE CHANGES

SETRA reserves the right to change prices set forth in price lists, quotations and acknowledgments issued by SETRA, for goods ordered by Purchaser which at Purchaser's request are rescheduled for a new shipment date.

16. GOVERNING LAW

The validity, construction and performance of this contract and the transactions to which it relates shall be governed by the laws of Massachusetts. All actions, claims or legal proceedings in any way pertaining to this contract or related transactions shall be commenced and maintained in Massachusetts state courts or in federal court for the District of Massachusetts. Both parties acknowledge that, in pursuing this transaction, each has had minimum contact with Massachusetts and the parties hereto agree to submit themselves to the jurisdiction of such court. No actions arising out of the sale of goods covered by this order, other than an action by SETRA to recover the purchase price of such goods, may be brought by either party more than one (1) year after the cause of action accrues.

17. GOVERNMENTAL CONTRACTS

In the event the goods specified on this form are sold to the United States Government, a state government, or any agency, instrumentality or subdivision of a Federal or state government, the terms and conditions of this form shall be modified and amended only to the extent necessary to incorporate all applicable provisions of Federal, state or local procurement law.

18. PROPERTY RIGHTS

Except where otherwise expressly agreed, all patterns, tools, jigs and fixtures, drawings, designs, software and other materials and data developed, fabricated or otherwise required in the performance of this order, notwithstanding any charges, shall be and remain SETRA's property and in SETRA's possession and control. Except as specifically provided for in this order, Purchaser shall have no right in any technical data or Intellectual Property Rights associated with this order. In the event SETRA agrees to provide Purchaser with proprietary information, drawings, designs or data in conjunction with this order, Purchaser agrees that such information, drawings or data will not be disclosed to a third party, or used by Purchaser, without the written permission of an authorized official of Purchaser.

19. RESTRICTIONS ON EXPORT

Purchaser acknowledges that the goods and any technical data related to the goods may be controlled for export by the U.S. Department of Commerce or Department of State and that such items may require authorization prior to export from the United States or re-export. Purchaser agrees that it will not export, re-export, or otherwise distribute the goods or any technical data related thereto, in violation of any export control laws or regulations of the United States.

20. PLACE OF MANUFACTURE

SETRA has the right to determine in which of its manufacturing facilities all or part of the order may be fabricated, processed, assembled, etc.

21. UNCISG

With respect to transactions to which the 1980 United Nations Convention for the International Sale of Goods (UNCISG) would otherwise apply and notwithstanding the venue to which the parties to a particular order may have agreed for dispute resolution, the rights and obligations of the Parties hereto including these Terms and Conditions shall not be governed by the provisions of the UNCISG.

22. ENTIRE AGREEMENT. This is the complete and exclusive statement of the agreement between Gems and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Purchaser and SETRA.