

Terms and Conditions of Services

PEAK-Service USA LLC ("PEAK") shall furnish Services in accordance with the following terms and conditions unless otherwise stated in writing:

GENERAL – PEAK shall perform the technical repair services, including, but not limited to, preventative maintenance, installation, qualification, and calibration services ("Services") on Customer's equipment (the "Equipment") referenced on PEAK'S order form, incorporated herein by reference, pursuant to the terms contained in this Terms and Conditions of Service (the "Agreement").

NO OTHER SERVICES - Customer agrees that no third-party (including, without limitation, any of its own employees or contractors) not otherwise authorized by PEAK shall perform any service, repair or maintenance on the Equipment during the term of this Agreement.

COMPLETE AGREEMENT - The terms and conditions of Services are only those stated below, which shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. The parties agree there are no agreements between the parties, oral or written, with respect to the Services provided hereunder (including any made or implied from past dealings) except as expressed herein. No terms and conditions stated in or attached to Customer's communications to PEAK, including but not limited to Customer's purchase orders, the terms of which are hereby rejected, are applicable to these terms and conditions in any way and are not to be considered Customer's exceptions to the provisions of these terms and conditions. Trade custom, trade usage and past performance are superseded by these terms and conditions and shall not be used to interpret these terms and conditions.

CHARGES - All prices are in U.S. Dollars and, unless agreed upon in writing, are subject to PEAK'S increases to its standard list prices for Services. Amounts due under this Agreement do not include taxes. If PEAK is required to pay any federal, state, country or local sales, use or similar taxes based on the Services provided under this Agreement, the taxes shall be billed to and paid by Customer. Customer shall not be responsible for taxes based on PEAK'S income.

PAYMENT – All amounts owned hereunder are due within thirty (30) days of the date of PEAK'S invoice. Any amounts not paid when due shall bear interest at the rate of 1.5% per month (18% per annum) or at the highest rate permitted by law (whichever is less), from the date of shipment until paid. Customer shall reimburse PEAK for all fees and expenses, including reasonable attorneys' fees, PEAK incurs to collect, or attempt to collect, amounts owed by Customer.

SUSPENSION FOR NON-PAYMENT - In addition to any other remedies it may have, PEAK shall be entitled to suspend the continued performance of the Services in the event Customer has not fully paid outstanding amounts that have not been disputed in writing in good faith on or before the Due Date.

WARRANTY - PEAK represents and warrants that, for a period of ninety (90) days from the date of completion of each performance of Services, that such Services have been performed in a good and workmanlike manner (the "PEAK Warranty"), provided, that the Customer has reported in writing to PEAK any defect or error claimed to be a breach of the PEAK Warranty within the ninety (90) day warranty period. PEAK will use commercially reasonable efforts to correct, replace, or re-perform any such non-conforming Services. If PEAK is unable to make such corrections, Customer's exclusive remedy and PEAK'S sole obligation shall be for Customer to recover the compensation actually paid to PEAK for the Services, giving rise to failures under the PEAK Warranty. PEAK shall have no liability under the PEAK Warranty for claims arising (in whole or in part) from any of the following: (i) defects or Service failures caused by Customer's incorrect or misuse of the Equipment; (ii) Customer's non-observance of the Equipment manufacturer's manual; (iii) faulty spare parts or materials; (iv) problems with any software or code imbedded within,

or a component of, the Equipment; and (vi) Equipment that has been altered, modified, repaired or converted in any way by anyone other than PEAK.

DISCLAIMER. EXCEPT FOR THE LIMITED EXPRESS WARRANTIES SET FORTH HEREIN, PEAK EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, ORAL AND WRITTEN, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WHETHER ARISING FROM STATUTE, COURSE OF DEALING, USAGE, TRADE OR OTHERWISE. FURTHER, PEAK DOES NOT WARRANT THAT THE SERVICES OR ADDITIONAL SERVICES WILL CORRECT ALL DIAGNOSED DEFECTS IN THE EQUIPMENT.

HAZARDOUS SUBSTANCE POLICY - Prior to the performance of the Services, Customer will certify that it has inspected the Equipment, and that the Equipment is free of any hazardous/toxic substances. Customer acknowledges and agrees that PEAK will not perform any Services on Equipment containing or encased in any hazardous/toxic substances, and if so requested, Customer will remove any such hazardous/toxic and/or its contents and encasement at Customer's sole expense & liability.

TERMINATION – PEAK may terminate this Agreement, upon thirty (30) days notice to Customer in the event that PEAK ceases to perform the Services on the Equipment generally. Additionally, PEAK may terminate this Agreement in the event that Customer is in breach of this Agreement or if bankruptcy or insolvency proceedings are instituted by or against Customer, or if Customer makes an assignment for the benefit of creditors. In no event shall any termination hereunder waive any Customer obligations to pay all amounts incurred prior to the effective date of any termination of this Agreement. Termination of this Agreement shall not relieve either party of any obligation accrued prior to the termination date.

INDEMNIFICATION. Customer shall indemnify, defend and hold harmless PEAK, its members and each of their respective officers, directors, partners and employees (the "PEAK Indemnified Persons") from and against all claims, damages, costs, reasonable expenses (including, but not limited to, interest, penalties, reasonable attorneys' fees and other expenses of litigation), judgments, fines, settlements and/or liabilities arising out of, or alleged to arise out of: (i) Customer's negligence or willful misconduct; or (ii) any latent or patent hazard on Customer's premises.

INSURANCE - Notwithstanding any of the provisions contained herein, as between PEAK and Customer, Customer assumes responsibility for all loss or damage to property owned by or in the custody of Customer, however such loss or damage shall occur, and does hereby, and shall cause its insurers to (in the event that Customer maintains insurance with respect to the property referred to above) waive rights of subrogation against PEAK and its employees and agents under any insurance which Customer may carry. If Customer is not the sole owner of the premises where the Services are to be delivered, Customer shall obtain an undertaking from the other owners thereof sufficient to provide PEAK the same protection from liability for loss or damage to such property as would be afforded to PEAK under this provision if Customer were the sole owner.

LIMITATION OF LIABILITY - IN NO EVENT SHALL PEAK BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN RESPECT OF PERSONAL INJURY TO OR DEATH OF ANY PERSON RESULTING FROM THE GROSS NEGLIGENCE OF PEAK (FOR WHICH NO LIMIT

APPLIES), IN NO EVENT SHALL PEAK'S ENTIRE LIABILITY UNDER THIS AGREEMENT EXCEED THE GREATER OF: (i) THE AMOUNTS PAID TO PEAK DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY; AND (ii) \$50,000.00. IN ADDITION, PEAK SHALL NOT BE LIABLE UNDER ANY CLAIM BROUGHT UNDER ANY THEORY OF LAW THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON.

AMENDMENT; WAIVER - No waiver, alteration, amendment or modification of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of Customer and PEAK.

SEVERABILITY - If any provision of this Agreement shall, for any reason, be deemed unenforceable or in violation of law, such unenforceability or violation shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect and be binding upon the parties hereto.

FORCE MAJEURE - Neither party shall be liable for any failure or delay in performing its obligations hereunder (except for its payment obligations), which such failure or delay is caused by fire, flood, earthquake, elements of nature or acts of God, acts of war, insurrection, terrorism, strike, compliance with any law, regulation, or order of any governmental authority, or any other cause beyond the reasonable control of such party. In addition, PEAK shall be so excused in the event it is unable to acquire from its usual sources and on terms it deems to be reasonable, any material necessary for the performance of Services.

JURISDICTION - This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, notwithstanding its laws governing conflicts of laws. The Parties agree that any action or proceeding brought to defend the rights or enforce the obligations of a party hereto shall be brought in the Merrimack Superior Court of the State of New Hampshire located in the County of Merrimack or in the United States District Court of New Hampshire.

ASSIGNMENT - Customer may not assign this Agreement without the written consent of PEAK, which may be withheld at its sole discretion. Any attempted assignment without such written consent shall be null and void. This Agreement shall inure to the successors and permitted assigns of each Party.

HEADINGS - The headings of the paragraphs herein are for the parties' convenient reference only and shall not define or limit any of the terms or provisions hereof.

Revised December 11, 2007. This revision supercedes all previous versions.