

1. DEFINITIONS

"Seller" means Teledyne Battery Products, a business unit of Teledyne Technologies Incorporated. "Buyer" means the legal entity purchasing Goods from Seller. "Goods" means the products Offered by Seller and/or purchased by Buyer. "Offer" means any quote, proposal, or offer to sell Goods provided by Seller to Buyer. "Order" means any purchase order or similar instrument issued by Buyer to Seller to purchase Goods. Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

2. ACCEPTANCE OF ORDER; PARTIES TO AGREEMENT

(a) The terms and conditions included in this "Terms and Conditions of Sale" document (hereinafter, this "Agreement") apply to all Offers made by Seller to Buyer and all Buyer's Orders accepted by Seller. Acceptance of Buyer's Orders, and any changes or amendments thereto, is expressly conditioned upon Buyer's assent to these terms and conditions. All Orders are subject to written acceptance by Seller. Unless specifically agreed to in writing by a duly authorized representative of Seller, Seller objects to, and is not bound by, any terms or conditions that differ from or add to the terms and conditions specified herein. Seller's failure to object to any terms and conditions or any other provisions contained in any communication from Buyer, including, but not limited to, Buyer's Orders, does not waive any of the terms and conditions specified herein. Seller's acceptance of any resulting Order or Buyer's receipt of Goods, whichever occurs first, will conclusively evidence Buyer's unconditional acceptance of these terms and conditions. Seller's failure to object to any provisions contained in any communication from Buyer does not waive the application of these Terms and Conditions of Sale. These Terms and Conditions of Sale shall be applicable whether or not they are attached to or enclosed with the Goods sold or the services rendered.

(b) Unless otherwise stated in an Offer, Buyer's Offer is subject to change or withdrawal without prior notice to Buyer. All Offers are subject to Seller's approval of Buyer's credit.

(c) Other than the Parties to this Agreement, no other persons, parties, or entities have any rights under this Agreement.

(d) Seller is an independently functioning operational business unit of Teledyne Technologies Incorporated. The other business units of Teledyne Technologies Incorporated and any and all affiliates of Teledyne Technologies Incorporated are not parties to this Agreement, have no obligations or duties arising from this Agreement, and are to be treated as unrelated third parties for all purposes.

(e) This Agreement is not an offer to sell by Seller. If, however, this Agreement is deemed to be an offer to sell, acceptance of this Agreement is expressly limited to acceptance of the express terms and conditions contained herein. Any proposal for additional or different terms in any document supplied by Buyer or any attempt by Buyer to vary in any degree any of the terms of the offer in Buyer's acceptance is hereby objected to and rejected.

3. PRICES; PAYMENT

(a) Unless stated otherwise in writing by Seller, all prices are stated in U.S. Dollars and the prices offered are valid for a period of thirty (30) days from the date of Seller's Offer. The prices offered apply only to the specific quantities, specifications, and delivery schedules set forth in Seller's Offer. Any variation in quantity, specifications, or delivery schedules may necessitate a price and/or delivery schedule adjustment. Unless stated otherwise, all prices for domestic deliveries are F.O.B. Seller's place of shipment, as defined in the Uniform Commercial Code (UCC), and all prices for international deliveries are Ex-Works, as defined by INCOTERMS 2010. All prices quoted are subject to change, without notice, at any time prior to Seller's acceptance of Buyer's Order.

(b) Terms of payment shall be net 30 days, from date of shipment or receipt of invoice, whichever is earlier, unless otherwise specified on the face of this Agreement. Unless otherwise agreed in a writing signed by Seller and Buyer, Seller will invoice Buyer for each shipment under this Agreement, including any installment or partial shipment, and Buyer must pay accordingly. Payments are to be made in United States Dollars (USD). Wire transfer in USD may be used to make payment. Delinquent accounts will be charged interest at the rate of 1 1/2% per month, or the maximum allowed by applicable law, whichever is lower. If Buyer defaults in any payment when due under this Agreement or any other contract between the Parties, Seller, at its option and without prejudice to its other lawful remedies, may defer delivery or terminate this Agreement for default in accordance with Article 11.

(c) If shipments of Goods are delayed by Buyer, payments will become due thirty (30) days after the date when Seller is prepared to make the shipment. If services are delayed by Buyer, Buyer will immediately make payment for work performed through the date the delay begins based on the purchase price and the percentage of completion. Goods held for Buyer are at the risk, expense, and in the title of Buyer.

(d) Credit terms, shipments, deliveries, and performance of work shall at all times be subject to the approval of Seller's credit department. Advance payment will be required until Buyer's credit is reviewed and approved by Seller. Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or upon receipt of payment or satisfactory credit terms and security. If the financial condition of Buyer at any time does not, in the sole judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment agreed upon, Seller may require full or partial payment in advance or may cancel any Order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges in accordance with Article 10.

(e) In the event of bankruptcy or insolvency of Buyer or in the event any petition is filed against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Buyer agrees that these terms and conditions shall not be deemed to constitute an executory contract and that Seller shall be entitled to cancel any Order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges in accordance with Article 10. The rights of Seller under this paragraph are cumulative and in addition to all rights available to Seller at law or in equity.

(f) Delivery of all Goods in an Order must be taken within two (2) calendar years from the date of acceptance of Order by Seller, unless otherwise agreed to in writing by a duly authorized representative of Seller.

4. TAXES

Prices are exclusive of applicable sales, excise, manufacturers, use or other taxes, duties, tariffs or similar charges levied by either local, state or federal authorities applicable to the manufacture, sale, licensing, or lease of the Goods or services to Buyer. All such taxes, duties, tariffs or similar charges are for Buyer's account and will be added to the invoice and must be paid by Buyer unless Buyer provides Seller with a tax exemption certificate acceptable to the applicable taxing authority.

5. SHIPPING TERMS AND RISK OF LOSS

All domestic shipments by Seller are F.O.B. Seller's place of shipment, as defined in the Uniform Commercial Code. All international shipments by Seller are Ex-Works, as defined by INCOTERMS 2010. Risk of loss for Goods shall pass to Buyer upon Seller making the Goods available for Buyer's collection, either directly or by a carrier. If Seller prepays shipping, insurance, or other related costs, Buyer agrees to reimburse Seller promptly for the actual costs incurred by Seller.

6. PACKING; STORAGE; SPECIAL SERVICES

Seller's prices for Goods include Seller's standard commercial packing and packaging. Prices do not include other storage, packing or cartage service. Storage for any reason, including a Force Majeure Event, shall be at Buyer's risk and expense.

7. EXPORT DOCUMENTATION, DUTIES, TAXES AND FEES

All export licenses, documentation, customs duties, taxes, and fees not expressly included in Seller's Offer are the responsibility of Buyer.

8. DELIVERY ESTIMATES; BUYER DELAYS

(a) All delivery dates are estimates, and are based upon prompt receipt from Buyer of all necessary information and material, if applicable. If conditions arise which prevent compliance with delivery schedules, Seller will notify Buyer. SELLER SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR PENALTIES, INCLUDING BUT NOT LIMITED TO LIQUIDATED DAMAGES, RECUREMENT COSTS, OR LOST PROFITS, IF ESTIMATED SHIPPING OR DELIVERY DATES ARE NOT MET. Seller reserves the right without penalty to deliver prior to requested delivery

dates and to deliver in installments, each to be separately invoiced and paid when due without regard to subsequent deliveries.

(b) Should Buyer's actions or omissions during Seller's performance of an Order cumulatively result in a delay exceeding ninety (90) days of the delivery of Goods, services, or the performance of schedule milestones, then Buyer must pay to Seller all non-recurring effort, including associated burden, incurred by Seller which is directly or indirectly related to the delayed deliverable or performance, plus a reasonable profit for this effort. This payment is due within thirty (30) days of Buyer's receipt of Seller's invoice for this effort.

9. INSPECTION; RETURNS

Buyer shall inspect products immediately upon receipt, notify Seller in writing of any claims for shortages, defects, damages, or other nonconformance and hold the damaged or defective products for Seller's written instructions concerning disposition. Upon such notification by Buyer, Seller is entitled to inspect any Goods for alleged shortages, defects, damages, or other nonconformance. If Buyer fails to notify Seller of any claims for shortages, defects, or damages within ten (10) days after the Goods have been received by Buyer, the Goods shall conclusively be deemed to conform to the terms, conditions and specifications of this Agreement and to have been accepted by Buyer. Goods and services may only be rejected if not in conformance with the ordered part number or quantity or if out of specification. Goods may be returned at the expense of Seller only after inspection by Seller and upon receipt by the Buyer of definite shipping instructions from Seller. Goods returned prior to receiving shipping instructions from Seller or which do not conform to such instructions are at Buyer's sole risk and expense. Buyer shall pay all transportation charges covering any Goods returned to Seller that are not defective. Seller shall have the right to cure the tender of damaged or defective Goods by substituting a conforming tender within a reasonable time.

10. TERMINATION OR CANCELLATION BY BUYER

Buyer's Order and this Agreement may not be terminated or canceled, either in whole or in part, by Buyer without Seller's written consent, and then only under terms that will reimburse Seller for all applicable costs incurred by it ("Cancellation Costs"), including but not limited to the costs of materials, labor, other direct costs, indirect costs, and a reasonable allowance for profit. In event Seller cancels this order under Article 3(d), Seller shall be entitled to the Cancellation Costs.

11. TERMINATION FOR DEFAULT

Seller may terminate this Agreement or any related Order, or portion thereof, if Buyer breaches a material provision of this Agreement or any related Order. If Buyer breaches a material provision of this Agreement or a related Order, Seller will submit a written cure notice to Buyer advising of the breach. Buyer will have five (5) days to cure the breach. In addition to its other rights and remedies, if Buyer does not cure the breach within the five (5) day period, Seller may terminate this Agreement. In such a case, Seller shall be entitled to all applicable costs incurred by it, including but not limited to the costs of materials, labor, other direct costs, indirect costs, and a reasonable allowance for profit.

12. CHANGES; RIGHT TO DISCONTINUE PRODUCTS

(a) All change order requests for changes in drawings, designs, or specifications for the Goods must be submitted by the Buyer to the Seller in writing and will not be effective unless and until Seller consents in writing to the change(s). Seller will advise Buyer in writing of the price and/or delivery schedule impact, if any, of the change request. Seller's acceptance of changes will be subject to Buyer's agreement to any price and/or delivery schedule adjustments. Until such changes are mutually agreed and incorporated into the Order, Seller will not be obligated to continue performance or incur cost. Further, Seller may make changes to the design of its products without prior notice and substitute such changed products in performance of this Order provided the changed products meet the performance specifications of the original products.

(b) Seller reserves the right to change product or part specifications and to discontinue the manufacture of any Goods, without notice and without incurring any responsibility with respect to Goods or services previously sold or replaced.

13. SECURITY INTEREST

To secure Buyer's obligation to make full payment to Seller, Buyer grants to Seller a security interest in all Goods until the price for such goods is fully paid. Buyer agrees to execute financing statements and other documents reasonably necessary to create and perfect the security interest granted under this paragraph, each in form and substance satisfactory to Seller and its counsel.

14. FORCE MAJEURE

Without limiting the generality of the limitation of Seller's liability for late delivery set forth in Article 8, Seller is not liable for delays or failures in the performance of any Order arising out of causes beyond the control and without the fault or negligence of Seller (a "Force Majeure Event"). Such causes include, but are not restricted to, acts of God, acts of Buyer, acts or omissions of any government, fires, floods or other natural disasters, epidemics, quarantine restrictions, strikes, freight embargoes, war, riot, accident, explosion, strikes or other labor trouble, terrorism, unusually severe weather, any delays of vendors or suppliers, and shortages in labor, fuel, materials, supplies or power at current prices. In the event of any such delay, Seller will defer delivery for a period equal to the time lost because of the delay. If a Force Majeure Event impairing Seller's performance should last more than thirty (30) days, Seller may elect, at its option, to cancel or suspend the Order in whole or in part by giving written notice to Buyer. In the event Seller's production is curtailed for any Force Majeure Event so that Seller cannot satisfy the full Order, Seller may allocate production deliveries among its various customers then under contract for similar Goods. The allocation will be made at the discretion of Seller in a manner that it deems commercially fair and reasonable, without liability for any such failure of performance which may result therefrom. When allocation has been made, Buyer will be notified of the estimated allotment available.

15. WARRANTY DISCLAIMER; WARRANTY CLAIMS

(a) Seller makes only the warranties to replace or credit at Seller's option that are set forth in Seller's current written limited warranties applicable to such Goods, copies of which are available upon request and which are incorporated herein and made a part hereof. Except for its express limited liability under such written warranties, Seller does not assume or authorize any other person or party to give or assume on Seller's behalf any other obligation or liability in connection with any Goods. Any obligations or liabilities given or assumed by any other person or party that are in addition to Seller's written warranties, not otherwise approved in writing by Seller, shall be solely the responsibility of such other person or party. Seller's warranty does not apply to any Goods that have been subjected to improper installation, misuse, alteration, repair, neglect, accident, inundation, fire, or the like.

(b) THE STANDARD WARRANTIES REFERENCED ABOVE, INCLUDING REMEDIES, ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, TITLE, FREEDOM FROM PATENT INFRINGEMENT, FITNESS FOR MILITARY OR OTHER GOVERNMENT PURPOSES, CONFORMANCE TO ANY MILITARY OR OTHER GOVERNMENT SPECIFICATIONS, FEDERAL ACQUISITION REGULATIONS, OR OTHER GOVERNMENT PROCUREMENT STANDARDS, AND ANY OTHER WARRANTY IMPLIED BY USAGE IN TRADE OR IN COURSE OF PERFORMANCE OR DEALING.

(c) For Buyer to make a valid claim under Seller's warranty, Buyer must follow the procedures on the specific written limited warranty applicable to the Goods. That procedure includes, but is not limited to, obtaining a return authorization from Seller before returning any Goods. Upon obtaining the return authorization, Buyer must return the defective products, suitably packed, in accordance with instructions issued by Seller. The remedies set forth in Seller's current written limited warranties applicable to the Goods, which are incorporated herein, are the sole and exclusive remedies available to Buyer for any warranty claim.

(d) All Goods and services of Seller acquired by Buyer through this Agreement are of a commercial nature, are appropriate for commercial use, and are only sold or licensed under commercial terms and conditions. Seller does not warrant or otherwise represent that any Goods or services acquired under this Agreement or any related Order conform to any military or other government specifications, Federal Acquisition Regulations, or other government procurement standards. The application of any of those terms would result in a material alteration of this Agreement,



which would be rejected by Seller.

(e) Seller's performance under this Agreement and any related Order, including the sale of the Goods or services, is expressly conditioned upon Buyer's assent to Seller's disclaimer of warranties in this Article. If this disclaimer of warranties is not acceptable, Buyer must notify Seller immediately and in any event, prior to Seller's commencement of work pursuant to this Agreement or any related Order. In the event Buyer uses Seller's products in the performance of a government contract, Buyer expressly covenants and agrees that it will notify the government in advance of Seller's warranty and the disclaimer set forth above. Seller's performance under this Agreement is expressly conditioned upon Buyer's assent to this provision.

16. LIMITATION OF LIABILITY: CLAIMS

SELLER IS NOT LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. SELLER'S TOTAL LIABILITY TO BUYER AND ITS CUSTOMERS, INCLUDING BUT NOT LIMITED TO LIABILITY FOR INDEMNITY, DEFENSE AND HOLD HARMLESS OBLIGATIONS, SHALL NOT EXCEED THE PRICE OF THE PARTICULAR GOOD OR SERVICE GIVING RISE TO THE LIABILITY, AND BUYER AGREES TO INDEMNIFY SELLER FOR ANY AMOUNTS IN EXCESS THEREOF.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, MULTIPLE, ADMINISTRATIVE, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOST REVENUES, LOSS OF ANTICIPATED PROFITS AND COST OF CAPITAL, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION AND WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, OR NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW, OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR IF SELLER FORESAW OR OUGHT TO HAVE FORESEEN CIRCUMSTANCES WHICH COULD RESULT IN SUCH DAMAGES. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISIONS OF THIS CONTRACT, THOSE PROVISIONS ARE AMENDED AS REQUIRED TO MAKE THEM CONSISTENT WITH THIS LIMITATION OF LIABILITY.

ANY ACTION FOR BREACH OF CONTRACT MUST BE COMMENCED WITHIN ONE YEAR FROM THE DATE WHEN TENDER OF DELIVERY OF THE PRODUCT WHICH GIVES RISE TO THE CLAIM IS MADE. The provisions of this contract are for the benefit of the Parties hereto and not for any other person.

17. INDEMNIFICATION

(a) Buyer agrees to defend, indemnify and hold harmless Seller, its officers, directors, and employees, from and against any and all claims, losses, liabilities or expenses (including without limitation attorney's fees) of any kind which may arise, in whole or in part, out of or relating to:

- (i) infringement of U.S. or foreign patents, designs, copyrights, or trademarks to the extent that:
 - (A) the infringing product is manufactured, sold, and used in whole or in part to Buyer's designs;
 - (B) the infringement results from Buyer's use of the infringing product for purposes other than those expressly communicated to Buyer in writing; or
 - (C) the infringement results from the use of the product in conjunction with other products;
- (ii) property damage, personal injury or death caused by Buyer's employees or agents on property owned or controlled by Seller;
- (iii) any product manufactured pursuant to this Agreement in whole or in part to Buyer's designs, unless such claim arises solely due to Seller's manufacturing process, assembly operation, or negligence; or
- (iv) a breach by Buyer of its obligations under this Agreement.

(b) Where Goods and services purchased hereunder by Buyer are sold, resold, or otherwise transferred to a third party, such third party, and its customers, assignees, and other successors in interest to such Goods and services, will have no rights greater than those granted Buyer hereunder. Buyer shall defend, indemnify and hold harmless Seller, its officers, directors, and employees, from and against any and all claims, losses, liabilities or expenses of third Parties (including without limitation attorney's fees) which Buyer could not itself recover hereunder.

18. TOOLING

Unless otherwise provided by separate written agreement signed by Seller and Buyer, all tooling, fixtures, equipment, Software, and designs produced, acquired, or used by Seller for the purposes of filling Buyer's Order remain the property of the Seller.

19. PATENT INFRINGEMENT

Subject to the limitations contained in Section 16 (Limitation of Liability; Claims), Seller will defend any suits brought against the Buyer based on a claim that use of the goods manufactured by Seller constitutes an infringement of a valid United States patent, and shall pay any damages awarded therein against Buyer, provided that Buyer promptly notifies Seller in writing of the filing of such suit or the threat thereof; permits Seller to control completely the defense or compromise of such claim of infringement; and provides all reasonable assistance and cooperation requested by Battery Products for the defense of such suit. In the event that only the goods manufactured by Seller are held to be infringing in such suit and their use is enjoined, Seller will, at Seller's option and expense provide a commercially reasonable alternative, including, but not limited to, acquiring for the Buyer the right to continue using the Goods, replacing them with a non-infringing product or modifying them so they become non-infringing. Buyer agrees that Seller will not be liable for infringement, and that Buyer will fully indemnify Battery Products therefore, if infringement is based upon the use of goods in connection with goods not manufactured by Seller or in a manner for which the goods were not designed by Seller or if the goods were not designed by Seller or if the goods were designed by the Buyer or were modified by or for the Buyer in a manner to cause them to become infringing.

20. CONFIDENTIAL AND PROPRIETARY INFORMATION

Buyer shall consider all materials and information furnished by Seller in the course of bidding, negotiating or performing this Agreement to be confidential and proprietary to Seller and shall not disclose any such materials or information to any other persons, or use such material or information itself for any purpose other than performing this Agreement unless Buyer obtains prior written permission from Seller to do so. All such material and information shall be returned to Seller upon termination of this Agreement for any reason. Unless otherwise agreed in writing, no information or knowledge, whether commercial, financial, or technical or otherwise, disclosed in any manner or at any time by Buyer to Seller shall be deemed proprietary or confidential. Seller may use such information or knowledge without restriction.

Buyer must keep confidential and protect from unauthorized use and disclosure all confidential, proprietary and/or trade secret information, all tangible items and Software containing, conveying or embodying this information, and all information derived from this information (collectively, "Proprietary Information"), obtained, directly or indirectly, from Seller in connection with this Agreement and related Orders. Buyer may use Proprietary Information only in the performance of and for the purpose of this Agreement and related Orders. Buyer may disclose Proprietary Information and Materials of Buyer to its employees as necessary for the performance of this Agreement and related Orders. Buyer is liable to Seller for any breach of Buyer's obligations under this Article 20 by Buyer's employees.

21. INTELLECTUAL PROPERTY RIGHTS

The copyright, patent, and any other intellectual property rights pertaining to Goods, services, manufacturing processes, tooling, fixtures, equipment, designs, specifications, drawings, Software, or any other material owned or acquired by Seller or created by Seller in the course of Seller's performance under this Agreement and related Orders, shall remain the absolute property of Seller. Buyer must not reverse engineer or reverse compile any Goods, Software or other materials received from Seller, nor permit a third party to do so.

22. EXPORT COMPLIANCE; FOREIGN CORRUPT PRACTICES ACT

Buyer must comply with all applicable laws, licensing requirements, and other regulations governing the resale, import, export, or re-export of the Goods purchased and Software licensed from Seller, including the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd1 through 78dd3, as amended, and all restrictions imposed

by the U.S. Government on the transfer and retransfer of these Goods and Software generally and to specific end users. Buyer will indemnify Seller from all claims, liabilities, or losses (including but not limited to attorney's fees and other costs incurred in defending against such claims) which may arise as a result of Buyer's failure to comply with such requirements. Buyer acknowledges that Seller is subject to United States law, and Buyer holds Seller harmless from all liability for any failure by Seller to perform attributable to United States law.

23. ACQUISITION BY U.S. GOVERNMENT

Seller's intellectual property rights in any Goods, services, Software, or other information acquired by the U.S. Government through this Agreement or any related Orders, whether directly or indirectly, are furnished with limited and restricted rights as described in the laws and regulations applicable to acquisitions by such U.S. Governmental entity

24. ETHICS AND VALUES

Seller is committed to uncompromising ethical standards, strict adherence to law and customer satisfaction. Seller encourages Buyer to communicate concerns and ask questions about Seller's ethics and values by calling the Teledyne Ethics/Help Line, "Take The Right Action," at 1-877-666-6968.

25. APPLICABLE LAW; ARBITRATION

This Contract shall be governed by the laws of the State of California without regard to its choice of law rules and excluding the United Nations Convention on the International Sale of Goods (CISG) and the UNIDROIT Principles of International Commercial Contracts. Any controversy, claim or dispute arising out of or relating to this Contract or its breach ("Dispute") not disposed of by written mutual agreement shall be solely and finally settled by binding arbitration in accordance with the prevailing commercial conciliation and arbitration rules of the American Arbitration Association. In any dispute in which the amount of controversy is less than \$25,000, there shall be one arbitrator agreed to by the parties; in all other cases there shall be three arbitrators. One of the arbitrators shall be selected by each party and the third arbitrator shall be selected by the two party-appointed arbitrators. Any such arbitration shall be held in the Los Angeles, California metropolitan area. The parties will pay their own attorney's fees and share the other costs of arbitration equally. Subject to final apportionment by the arbitrators. The arbitrators will apply the law set forth herein as governing this Contract. Arbitration awards and decisions are subject to the Limitation of Liability in Article 16. The decision of the arbitrators will be final and conclusive upon the parties. Judgment upon the arbitration award or decision may be entered in any court having competent jurisdiction thereof. Neither party will institute any action or proceeding against the other party in any court concerning any Dispute, except that a judgment upon an award rendered by the arbitrators may be entered in any court of competent jurisdiction. Pending resolution of any such Dispute, Battery Products shall not be obligated to continue performance and will not be in default of its obligations under this Contract if it determines in its good faith business judgment that it is not commercially reasonable or feasible to proceed.

26. WAIVER

No provision of this Agreement is waived by any act or knowledge on the part of either Party, except by a written instrument signed by an authorized representative of that Party. The waiver by either Party of any right or a Party's failure to enforce a provision of this Agreement is not a continuing waiver or a waiver of any other rights or of any material breach or failure of performance of the other Party.

27. SEVERABILITY

Should any provision contained in this Agreement be unenforceable under present or future law or in a court of with jurisdiction over this Agreement, the unenforceable provision will be replaced by a provision which lawfully enforces the Parties' intention underlying the unenforceable provision, and the remaining provisions of this Agreement will remain in full force and effect.

28. ASSIGNMENT

Buyer may neither delegate its performance nor assign any right, obligation, interest or claim under this Agreement or any related Order without the prior written consent of Seller, which may be granted or withheld in Battery Products' sole discretion. Any such attempted delegation or assignment shall be void. Teledyne may subcontract the performance of any of the work under this Order without Buyer's permission. In addition, Seller may at any time and without Buyer's consent assign any or all of its rights, obligations, or interests arising from this Agreement or any related Order to any successor, by way of merger or consolidation or the acquisition of substantially all of the entire business and assets of the participant relating to the subject matter of this Agreement.

29. NOTICES

All notices under this Contract shall be in writing and shall be deemed duly given if hand-delivered or if mailed by United States certified mail, prepaid, return receipt requested, or by Federal Express, to the parties or registered at the address stated on the face of this Agreement (or to such other individual or address specified by either party in a notice to the other). Notice is effective upon receipt

30. ENTIRE AGREEMENT; REPRESENTATIONS; AMENDMENT

This Agreement is the final, complete, and exclusive statement of the agreement between Seller and Buyer. There are no understandings, agreements, representations, or warranties, either oral or written, relative to the goods sold by Seller, including statements made in or conduct implied from past dealings that are not fully expressed or incorporated herein. No statement, recommendation, or assistance made or offered by Seller through its representatives in connection with the use of any goods sold shall be or constitute a waiver by Seller of any of the provisions hereof. Any previous agreements or understandings pertaining to this Agreement, whether oral, written or implied, are superseded by this Agreement. These terms shall prevail over any subsequent or contemporaneous terms and conditions contained in any Order or other document submitted by Buyer. This Agreement may be amended only by mutual written agreement by authorized officials of both Parties.

31. SURVIVAL

The following articles will survive the termination or expiration of this Agreement or completion of any Order: 2: Acceptance of Order; Parties to Agreement; 3: Prices; Payment; 4: Taxes; 5: Shipping Terms and Risk of Loss; 6: Packing; Storage; Special Services; 7: Export Documentation, Duties, Taxes and Fees; 8: Delivery Estimates; Buyer Delays; 9: Inspection; Returns; 10: Termination or Cancellation By Buyer; 11: Termination for Default; 12: Changes; Right to Discontinue Products; 13: Security Interest; 14: Force Majeure; 15: Warranty and Disclaimer; Warranty Claims; 16: Limitation of Liability; Claims; 17: Indemnification; 18: Tooling; 19: Patent Infringement; 20: Confidential and Proprietary Information; ; 21: Intellectual Property Rights; 22: Export Compliance; Foreign Corrupt Practices Act; 23: Acquisition by U.S. Government; 25: Applicable Law; Arbitration; 26: Waiver; 27: Severability; 28: Assignment; 29: Notices; 30: Entire Agreement; Representations; Amendment; and 31: Survival.