

Optotherm, Inc. Terms and Conditions of Sale

Placement of order constitutes acceptance of Optotherm, Inc. Terms and Conditions of Sale (see below).

1. DEFINITIONS.

As used herein, the following terms shall have the meanings specified below. "Optotherm" means Optotherm, Inc. acting through its duly authorized representative. "Buyer" means the individual, corporation, partnership, or sole proprietorship acting through its duly authorized agent procuring or proposing to procure equipment and accessories ("Products") and related services ("Services") from Optotherm. "Contract" means the legally binding agreement for Buyer's purchase of the Products and Services Optotherm will provide Buyer in response to Buyer's purchase order ("Purchase Order"). These Terms and Conditions ("Terms"), Optotherm's Quotation ("Quotation"), if any, and Buyer's Purchase Order comprise the Contract. Conflicts between and among the terms and conditions of those documents shall be resolved according to the foregoing order of precedence. The Contract states the parties' entire agreement, superseding prior discussions, correspondence, negotiations and proposals. Buyer's preprinted terms, including those in Buyer's Purchase Order, shall not apply to the Contract, and Optotherm objects to such terms. This Contract shall only be modified in writing and signed by the parties. Optotherm reserves the right, at any time and in its sole discretion, to update, revise or otherwise modify the Terms without notice.

2. ACCEPTANCE OF CONTRACT.

Optotherm's Quotation offer, unless it expressly states otherwise, may be accepted within sixty (60) days of the date of Quotation, or until Optotherm withdraws Quotation, whichever is earlier. The Contract shall become binding when Buyer's authorized representative submits its Purchase Order.

3. CHANGES.

Buyer, in writing, may: (1) make changes to drawings or specifications; (2) make additions to or deletions from quantities ordered; (3) change the delivery schedule; (4) alter the method of shipment or packing; and, (5) change the place of delivery. If any change causes an increase or decrease in the cost of or timing required to provide the Products or Services, or affects the warranty, Optotherm shall notify Buyer within ten calendar days after receipt of Buyer's written change notice. For changes in cost or delivery, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Contract shall be modified in writing. If the parties cannot agree on an equitable adjustment, Optotherm will not be obligated to accept the proposed change and the Contract shall remain unmodified.

4. PRICE AND PAYMENT.

The prices for Products and Services are based on Optotherm's current prices, in effect at the time of order, for Products and Services. All current prices are subject to change by Optotherm at any time without prior notice. Unless expressly stated otherwise in writing by Optotherm, the Purchase Price excludes all charges and expenses connected to carriage of the Products to Buyer, and all taxes and customs duties of any kind that either party is required to pay with respect to the sale of Products and Services covered by this Contract but includes packing costs. Optotherm shall submit an invoice to Buyer after each shipment made or service provided.

Unless otherwise specified on Quotation, Buyer shall pay Optotherm in accordance with Optotherm's proposal, Quotation, and/or order acknowledgement in U.S. funds within thirty (30) days, conditioned on approved credit, after the date of Optotherm's invoice. Buyer's submission of its Purchase Order creates an express security agreement, granting Optotherm a security interest in the Products, until Buyer pays the entire Purchase Price. Optotherm may issue its invoice for the purchase price for Products, upon shipment, and for Services, upon completion. Optotherm may be entitled to invoice for progress payments as delineated on the face of the proposal or order acknowledgement. If partial shipments are made, Optotherm may submit its invoice upon each shipment for the portion of the Purchase Price allocated to that shipment.

If Buyer is not located in the United States, Buyer shall make payment in full in advance in cash or by wire transfer of immediately available funds. At its option at any time, Optotherm may require Buyer to make payment by irrevocable letter of credit. In such case, Buyer shall provide Optotherm with an acceptable letter of credit in the amount of the Purchase Price, either issued or confirmed by a major U.S. bank, with expiry date ninety (90) days after shipment and partial drawings permissible if agreed to by the parties. Payment under the letter of credit shall be made upon presentation of invoice (for progress payments), or upon presentation of bill of lading or warehouse receipt.

If Buyer does not pay Optotherm on the agreed dates of payment, Buyer shall pay interest to Optotherm on overdue amounts at a rate of 1% of the unpaid balance monthly. In addition to charging interest on the unpaid balance, Optotherm may cancel or reschedule delivery of Products if Buyer is in default of payments or any other material term of this Contract.

5. INSPECTION, ACCEPTANCE AND RETURNS.

If Buyer requests in writing on its purchase order, Optotherm shall provide Buyer at least seven days' notice of Optotherm's final acceptance testing, to enable Buyer to attend such tests. Buyer's inspection at Optotherm's facility shall be limited to standard acceptance tests and shall be at Buyer's expense. Buyer agrees to comply with Optotherm's site rules regarding safety and security. Irrespective of whether Buyer attends acceptance testing, Buyer shall have accepted the Products irrevocably when Optotherm certifies

that the Products have passed Optotherm's standard acceptance tests. Services shall be accepted upon completion. If tests are made by Buyer to demonstrate the ability of the Products to operate as specified, Buyer is to make all preparations and incur all expenses incidental to such tests. Optotherm will have the right of representation at such tests at its expense, and the right to technically direct the operation of the Products during such tests, including requiring a preliminary run for adjustments. Any defects in material or workmanship shall be repaired under the warranty in Section 10.

Buyer must examine Products when they are received by Buyer. Buyer shall make any and all claims for shortages, defects or other errors in delivery in writing to Optotherm within thirty (30) days of receipt of shipment. Failure to give such notice shall constitute unqualified acceptance of all shipments made prior to Optotherm's receipt of Buyer's notice of such claims and shall constitute a waiver of all such claims by Buyer. Any and all claims for loss or damage to the Products in transit should be made directly to the carrier and not to Optotherm.

To make any return of the Products to Optotherm, Buyer must (1) contact the reseller, distributor or other third party that was involved in the sale of Products to Buyer, if applicable, and (2) obtain a Return Materials Authorization ("RMA") number either through said reseller, distributor or other third party or by contacting Optotherm directly prior to returning any Products to Optotherm. If a defect in an applicable Product is suspected, Buyer must also first contact a Technical Support Engineer ("TSE") by either calling (724) 940-7600 x102 or emailing support@optotherm.com. Buyer will work with the TSE to isolate the root cause of the failed state and follow the corrective actions or measures recommended by the TSE. If it is ultimately determined by the TSE that the applicable Product requires repair or Optotherm determines that it will otherwise authorize the return of a Product, Buyer will be issued an RMA number and will properly package the Product for return. The RMA number must be written on the outside of the carton and addressed as follows: Optotherm, Inc., RMA: [insert provided RMA number here], 2591 Wexford-Bayne Rd, Suite 304, Sewickley, PA 15143 USA

In the event that Optotherm approves a return due to inaccurate product or quantity ordering by Buyer after the above thirty (30) day acceptance period, then the party who placed the purchase order with Optotherm for the applicable Product being returned shall pay a restocking fee equal to fifteen percent (15%) of the original purchase price of the Products being returned. Furthermore, in the event of such return of Products for inaccurate product or quantity ordering, Optotherm shall inspect the returned Products to verify that such Products are in new condition. Upon satisfaction of such inspection, Optotherm shall issue a credit for the original purchase price. In the event that the inspection is not satisfied, then Optotherm may, at its discretion, either (1) reduce the credit by an amount determined by Optotherm representing the reduced value for not being in a new condition, or (2) refuse the return and ship the Products back to the purchasing party at the purchasing party's expense.

Optotherm shall work with the party who placed the purchase order with Optotherm for the applicable Product with respect to any credits, charges or restocking fees in connection with any such returns. Any credits, charges or restocking fees applicable for such return of Products shall be applied to the account of such party who placed the purchase order with Optotherm.

Buyer shall be responsible for all costs of shipping any Products to Optotherm or other location for warranty service or other authorized return of a Product. Any returns made on cash on delivery basis or without an RMA number may be refused by Optotherm, in its sole discretion. In the event that Optotherm repairs or replaces any such defective Product, Optotherm shall pay all reasonable costs and expenses for shipping to Buyer such repaired or replacement Products. The risk of loss and damage regarding shipment of such repaired or replacement Products shall be borne by Buyer.

In the event that Optotherm replaces any defective Product purchased by Buyer prior to its return by the Buyer, Optotherm shall bill Buyer for such replacement Product if such defective Product is not returned within thirty (30) days of receipt of the replacement Product. Optotherm, at its sole discretion, shall only issue a refund if it is deemed necessary and only upon receipt of the defective Product from Buyer.

6. TITLE AND RISK OF LOSS.

Unless otherwise specified on Quotation, delivery shall be EXW Optotherm's facility in Sewickley, PA USA, (ex-works Incoterms 2010). Title and full risk of loss (including transportation delays and losses) passes to Buyer upon delivery, as defined in Incoterms 2010, regardless of whether title has passed to Buyer, transport is arranged or supervised by Optotherm, or start-up is carried out under the direction or supervision of Optotherm. Loss or destruction of the Products or injury or damage to the Products that occurs while the risk of such loss or damage is borne by Buyer does not relieve Buyer of its obligation to pay Optotherm for the Products. If Optotherm, as a courtesy to Buyer, agrees to arrange carriage of the Systems on Buyer's behalf, Buyer shall be responsible for all transportation, brokerage, handling, and other charges incurred and Optotherm may invoice Buyer for all such costs without altering the term of delivery. Upon delivery, all risk of loss or damage shall be borne by the Buyer. Title and full risk of loss pass to Buyer upon delivery. Insurance coverage on all shipments shall be the responsibility of Buyer.

7. DELIVERY AND DELAYS.

Optotherm shall substantially meet quoted delivery dates, which are estimated based on conditions known at the time of Quotation. Optotherm shall not be liable for any nonperformance, loss, damage, or delay due to war, acts of terrorism, riots, fire, flood, strikes or other labor difficulty, governmental actions, including without limit delivery requirements of a US Government agency rated order, acts of God, acts of the Buyer or its customer, transportation delays, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of Optotherm. In the event of delay in performance due to any such cause, the date of

delivery or time for completion will be extended at least by the length of time lost due to such delay. Optotherm shall not be liable for any damages resulting from any delay in delivery. Optotherm, at its discretion, reserves the right to deliver early should it deem that the circumstances warrant it.

8. CHANGES TO PRODUCTS

Optotherm reserves the right to make, at any time, changes in design and construction of the Products or in the scope of the Services as Optotherm deems appropriate, without prior notice to Buyer; provided that such changes do not have a material adverse effect on the Products and/or Services. For example, Optotherm may provide to Buyer products and/or services that have the functionality and performance of Products and/or the Services that Buyer ordered, but changes in what is provided and what is described in a specification sheet, catalog or description of Products and/or Services are possible. Optotherm may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers.

9. PACKAGING.

Products shall be packaged for shipment in accordance with Optotherm's standard practices.

10. WARRANTY.

Optotherm warrants that the Products will conform to published specifications and be free from defects in material for 365 days from the date of shipment to Buyer. Optotherm warrants repairs and spare or replacement parts manufactured by Optotherm for one hundred eighty (180) days from the date of shipment or through the expiration of the initial 365-day warranty period, if applicable, whichever is longer. Notwithstanding the foregoing, components and other brand equipment supplied but not manufactured by Optotherm are covered under their respective manufacturer's warranty in lieu of such warranty.

Buyer shall report any claimed defect in writing to Optotherm immediately upon discovery and in any event, within the warranty period. Optotherm, at its sole option, will repair the Products or furnish replacement equipment, or parts thereof, at the appropriate Optotherm service center nearest to Buyer. This warranty does not extend to installation of the Products provided by third parties, and is void if the Products have been repaired, altered or modified in any manner by persons other than Optotherm or Optotherm's designee without Optotherm's prior written approval.

No Products furnished by Optotherm shall be deemed to be defective by reason of normal wear and tear, or Buyer's failure to properly store, install, operate or maintain the Products in accordance with good industry practices or specific recommendations or instructions of Optotherm. The Products are not authorized for use as critical components in life support devices or systems without the express written approval of Optotherm's President.

The repair or replacement of the Products by Optotherm under this Section shall constitute Optotherm's sole obligation and Buyer's sole and exclusive remedy for all claims of defects. If that remedy is adjudicated to be insufficient, Optotherm shall refund Buyer's paid purchase price and have no other liability to Buyer under the Contract.

All warranty repairs must be performed at an authorized Optotherm service center using recommended replacement spare parts. Under this limited warranty, the Buyer is responsible for obtaining Optotherm's advance authorization to return Products and for the cost of shipping and any other charges incurred in sending the Products to the authorized service center specified by Optotherm. If Optotherm determines that the subject problem with the Products is within this warranty coverage, Optotherm will pay for the return of the Products to the Buyer. If Optotherm determines that the problem with the returned Products is not covered by this warranty, Buyer shall reimburse Optotherm for time and materials at Optotherm's standard commercial rates and Buyer shall pay the cost of returning the Products to Buyer. The turnaround time on repairs will usually be ten working days or less. However, Optotherm accepts no added liability for additional days required for repair.

OPTOTHERM MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS OR SERVICES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. OPTOTHERM AND ITS SUPPLIERS DO NOT WARRANT THAT THE PRODUCTS WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION NOR THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL MEET ANY REQUIREMENTS OR NEEDS BUYER MAY HAVE. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF SOME WARRANTIES, SO THEY MAY NOT APPLY. IF THIS EXCLUSION IS HELD TO BE UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THEN ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF NINETY (90) DAYS FROM THE DATE OF SHIPMENT, AND NO WARRANTIES SHALL APPLY AFTER THAT PERIOD.

11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

All technical and commercial information and ideas which Optotherm has supplied or shall supply Buyer, excluding public domain information or property in Buyer's possession in tangible form before receiving such information from Optotherm ("Confidential Information"), is proprietary to Optotherm and disclosed to Buyer in confidence for the limited purpose of assisting Buyer in the evaluation or use of Optotherm's products. Buyer shall not, without Optotherm's prior written consent, disclose or make available such Confidential Information to any other person or use such Confidential Information, except for such limited purpose. All Confidential Information shall be returned to Optotherm on demand, and, in any event, when no longer needed by Buyer in connection with

Optotherm's products. In addition to Optotherm's other remedies, Buyer agrees that any benefit or property derived by Buyer from any unauthorized use of Confidential Information shall be the sole and exclusive property of Optotherm. Sale of Optotherm products to Buyer does not convey a license, implied or otherwise, under any patent, copyright, trademark or trade secret in which Optotherm has an interest, nor does it convey rights to any descriptive data, including but not limited to Optotherm's drawings, schematics, software, secrets, processes, or tooling.

12. NO REVERSE ENGINEERING.

It is an express condition of this Contract that Buyer shall neither reverse engineer, decompile, deconstruct, disassemble, synthesize, or extract any element of and/or otherwise discover any Confidential Information, nor request nor accept any disclosure of Confidential Information from a third party who reverse engineers, decompiles, deconstructs, disassembles, synthesizes, or extracts any element of and/or otherwise discovers any Confidential Information, nor otherwise attempt to derive Confidential Information contained or embodied in Optotherm's products. In the event that Buyer breaches any obligation set forth in the preceding sentence, or otherwise misappropriates or makes unauthorized use of Optotherm's Confidential Information, any intellectual property resulting or deriving from the breach(es) shall be for Optotherm's benefit, and Optotherm shall be the sole and exclusive owner of that intellectual property. Buyer will execute an assignment of invention(s) in the form approved by Optotherm, for any intellectual property arising from a breach of this Section. The aforementioned provisions shall in no way be considered to abridge, supplant or otherwise limit other legal or equitable remedies available to Optotherm for such breaches, and Optotherm may seek redress for such breaches to the fullest extent allowable by law. The obligations in this Section shall survive termination of this Contract.

13. PATENT INDEMNITY.

If the Products sold hereunder are to be prepared or manufactured according to Buyer's specifications, Buyer shall indemnify Optotherm and hold it harmless from any claims or liability for patent or trademark infringement on account of the sale of such equipment. Optotherm agrees at its expense to defend any suit alleging direct infringement instituted against Buyer (but not subsidiaries or customers of Buyer) and indemnify Buyer against any award of damages and costs for direct infringement made against Buyer by a court of last resort to the extent that the damages award is based on a final determination that the Products as and when furnished by Optotherm to Buyer directly infringed any U.S. patent, trademark or copyright. Indemnification of costs under this provision shall extend only to actual costs assessed. The indemnity obligations in this section do not apply to Products made or modified to Buyer's specifications, and are expressly conditioned upon: (a) Buyer providing Optotherm with written notice promptly, and in any event no later than ten days' from Buyer's receipt of notice, of such claim; (b) Optotherm shall have the option of having sole control of the defense against such claims and the negotiation for their settlement; (c) Buyer cooperating with Optotherm in the defense and negotiations relating to the claims; and, (d) if Optotherm determines that the Products are or are likely to be the subject of direct infringement claims, Buyer permitting Optotherm to obtain the right for Buyer to keep using the Products, or obtain substitute goods, or modify the Products to be non-infringing, or refund the price. The indemnity obligations stated in this section shall not apply if the infringement claims result from: (a) Buyer or Buyer's customer altering the Products; (b) use of the Products in a manner neither intended nor contemplated at the time of the sale; or, (c) Buyer's failure to use a modified or substitute good provided by Optotherm pursuant to this section. These warranties are in lieu of all other warranties, express or implied with regard to any claim of infringement. ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED UNDER THE UNIFORM COMMERCIAL CODE AND/OR ANY OTHER COMPARABLE STATE STATUTE IS EXPRESSLY DISCLAIMED.

14. LIMITATION OF LIABILITY.

Optotherm shall in no event be liable for any consequential, incidental, indirect, special or punitive damages arising out of the Contract, or out of any breach of any of its obligations hereunder, or out of any defect in, or failure of, or malfunction of the Products or Services, including but not limited to, claims based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other equipment, environmental damage, loss by reason of shutdown or nonoperation, increased expenses of operation, cost of purchase of replacement equipment, or claims of Buyer or customers of Buyer for service interruption whether or not such loss or damage is based on contract, tort (including negligence and strict liability) or otherwise. Optotherm's maximum liability under or in any way relating to this Contract shall not exceed the Purchase Order price for the Products or Services upon which such liability is based. All such liability shall terminate 365 days from the date of shipment of the Products, if not sooner terminated.

15. REPRESENTATIONS.

Buyer represents and warrants to Optotherm that: (1) he/she is at least 18 years old; (2) in the event that Buyer is an entity, that it has the full right, power and authority to enter into this Contract; (3) the performance by Buyer of its obligations and duties hereunder, do not and will not violate any agreement to which Buyer is a party or by which Buyer is otherwise bound; and (4) Buyer's use of the Product Technology complies in all respects with all applicable laws, statutes, regulations, ordinances and other rules.

16. APPLICABLE LAW.

The Contract shall be governed by the law of the State of Pennsylvania, exclusive of its conflicts of law principles. All disputes between the Buyer and Optotherm arising out of this contract that are unable to be resolved through amicable settlement shall be resolved through arbitration before the American Arbitration Association in Pittsburgh, Pennsylvania, USA. The fees for arbitration and other fees relating to the arbitration shall be borne by the losing party. This Contract is expressly conditioned on the exclusion of the application of the United Nations Convention on the International Sale of Products.

17. TERMINATION.

Buyer shall have the right to cancel the Contract upon thirty (30) days prior written notice to Optotherm, and Optotherm shall stop performance upon the receipt of such notice. If a deposit was required for initiating the order, the deposit shall not be refunded. If the order canceled is for a standard commercial product, Buyer shall pay Optotherm 25% of the Purchase Price. If the order canceled is for a custom product, Buyer shall pay: (a) the agreed unit price for equipment or components completed and delivered; (b) additional material and labor costs incurred; (c) engineering services for the canceled items, which shall not exceed the contract price for such items; and (d) such other costs and expenses, including cancellation charges under Optotherm's subcontracts, if any. Buyer's obligations under Sections 4, 11, 12, 13 and 14 shall survive termination of this Contract.

18. EXPORT LAWS.

The Products are subject to U.S. Government export laws and regulations (Export Laws) and/or foreign export laws and regulations. Optotherm will cooperate with Buyer to obtain any export licenses Buyer seeks but obtaining such licensing shall be the exclusive responsibility of Buyer and Optotherm makes no representation or warranty regarding the issuance of export licenses for the Products. Buyer shall not export, re-export, or transfer (directly or indirectly) the Products or related technical information received from Optotherm without strictly complying with all Export Laws, including obtaining all required licenses, authorizations, certifications, and approvals. Buyer shall inform its customers that Products are subject to Export Laws. Buyer understands that an express condition of every sale of a System is the issuance of appropriate authorization by export authorities. Optotherm has no control over the decisions of governments and undertakes no liability to Buyer or any third party in any way for such decisions. Nothing in this section shall be considered authorization for Buyer to sell, directly or indirectly, Products outside the United States. Prior to any sale of Products or related technical information, Buyer shall check the most recent export restriction lists maintained by the Department of Commerce and the Department of State, including, without limitation, the denied persons list, unverified list, entity list, specially designated nationals list, and the debarred list (see <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>). Buyer shall also check other lists maintained by other U.S. government agencies, as applicable. Optotherm may cancel any sale of Products if appropriate authorization is not obtained from the Government, and Optotherm will not be liable to Buyer in any way for such cancellations.

19. SOFTWARE LICENSE.

If Optotherm provides restricted software with the Products, that restricted software is proprietary to Optotherm or Optotherm's suppliers. Optotherm grants Buyer a nonexclusive, perpetual license to use the software only on and in conjunction with the Products. Buyer agrees that title remains with Optotherm (and its suppliers, if any) and Buyer shall not disassemble, decode, or translate the software, or copy or modify the software except for archival or back-up purposes as necessary for use on and with the Products. Buyer will maintain all proprietary marks on software provided by Optotherm. Buyer may transfer this license if transferring the Products also and if the transferee agrees to comply with the restrictions of this license. Upon such transfer, Buyer's license terminates and Buyer shall destroy all copies of the software and related documentation in Buyer's possession.

20. ASSIGNMENT.

Neither party shall assign its rights or delegate its duties under this Contract without the prior written consent of the other. Refusal to consent to assignment must be commercially reasonable, however.

21. TRADEMARKS.

Buyer agrees that it will not use any name or trademark of Optotherm without prior express written permission.

22. U.S. TAXES.

The prices stated are exclusive of any federal, state, municipal, or other government tax that may be imposed upon the production, storage, sale, transportation or use of the Products and Services described herein. The U.S. Government is not taxable in any state. Buyer shall present Optotherm with a valid and correct tax exemption or direct payment certificate applicable to Products and Services purchased and the ship-to destination at the time of order placement as applicable. The tax-exempt certificate and the company bill-to must correspond. If a valid and correct tax exempt or direct payment certificate is not provided at the time of order placement, Buyer shall be responsible for payment of sales and/or use tax as charged on invoice when shipping to the following states: PA. Buyer shall be responsible to remit applicable sales and/or use tax directly to the state not listed herein, as applicable.

23. U.S. GOVERNMENT ACQUISITION REGULATIONS.

When Buyer is a prime contractor or a subcontractor at a higher tier than Optotherm for a U.S. Government prime contract, applicable Federal Acquisition Regulations and Defense Federal Acquisition Regulation Supplement clauses (collectively, FAR Clauses) may be incorporated into this Contract only if there are other FAR clauses that make the subject incorporation in this Contract mandatory. Optotherm expressly rejects the incorporation of any FAR Clauses that do not meet the foregoing condition. In all incorporated FAR Clauses, the terms "Government" and "Contractor" shall be revised to identify properly the contracting parties under this Contract and effect the proper intent of the clause. Except with respect to termination for Optotherm's default, Buyer shall exercise an incorporated FAR Clause against Optotherm only if, and to the extent that, the subject FAR Clause is exercised against the Buyer by Buyer's customer.

24. LANGUAGE.

All related contractual documentation and correspondence is to be written in the English language.