

LND INC.
PURCHASE ORDER TERMS AND CONDITIONS

This is a Purchase Order between LND Inc., hereafter referred to as "Seller," and Buyer identified on the face of this Purchase Order, hereafter referred to as "Buyer." This purchase order is referred to as "Order". Seller's acceptance of Buyer's order is expressly conditioned upon Buyer's agreement and assent to all the terms and conditions set forth below.

1. ACCEPTANCE OF TERMS: Buyer agrees that acceptance of the terms and conditions of this Purchase Order shall be deemed made by the Buyer's submission of this Order to Seller.

Acceptance of this Order by Seller may be made by acknowledgment of acceptance of the order to Buyer. Acceptance shall constitute an agreement to all terms and conditions set forth herein unless otherwise modified in writing by the parties. No changes to, addition to, modification of, or waiver of any of the terms and conditions stated herein shall be binding upon the Seller, except upon written consent of the Seller.

2. ORDERS: Buyers must reference LND, Inc. part number(s). Purchase orders referencing only Buyers part numbers shall not be acknowledged, accepted, or fulfilled by LND, Inc. Typographical errors are subject to correction by the parties. All orders and contracts are subject to acceptance at Sellers home office. Until an order is accepted by Seller, quoted prices are subject to change without notice.

3. TAXES: The price(s) set forth herein do not include sales, use, or other similar taxes.

4. PAYMENT: All payments shall be made on a cash basis, in US Dollars, in advance of shipment, unless Seller agrees to extend other terms to Buyer. Invoices submitted hereunder shall be paid on Net 30 day terms from the shipment date listed on the invoice. Seller reserves the right to require evidence satisfactory to Seller of Buyers financial viability, and if same is not furnished or if Seller is not so satisfied, the Order may be shipped on a cash basis. Seller reserves the right to change terms of payment at any time.

5. DELIVERY: Items shall be sold F.O.B. from the Seller's facility, Oceanside, NY. Every effort will be made to fill orders within the time requested. The date specified for delivery is the requested delivery date at Buyer's facility or other specified location, unless otherwise specifically noted herein. Buyer may request Seller to ship via a more rapid route or carrier in order to expedite such delivery and any difference in cost caused by such change shall be paid by Buyer. Seller does not assume responsibility for damage(s) arising from any delays which are beyond Seller's control.

6. DESIGN AND INTERCHANGEABILITY: The Seller reserves the right to make design changes and improvements without notice. All items furnished pursuant to this Order shall be fully interchangeable with and equal in function and quality to items ordered by Buyer.

7. WARRANTY: Seller warrants that for a period of six (6) months from date of original shipment: (1) all goods delivered pursuant hereto will be free from defects in material and workmanship; (2) all goods will conform to applicable specifications, drawings, and standards of quality and performance, and all items will be free from defects in design and suitable for their intended purpose, as so designed and approved by Seller. Where it is agreed by both Seller and Buyer that parts are defective, Seller's liability shall be limited to the replacement or credit of such defective parts only. Return shipments of detectors classified as Dangerous Goods must be in compliance with United States CFR Title 49, Subtitle B, Chapter I, Subchapter C, Part 172.

8. EXCLUSIVITY: Nothing in this Order shall be construed, by implication or otherwise, to grant any right, license, or exclusivity to Buyer for any intellectual property right, now or hereafter owned or controlled by Seller. All intellectual property rights now or hereafter owned or controlled by Seller shall remain the sole, exclusive property of Seller. No transference of any

intellectual property or intellectual property right(s) shall be contemplated or effectuated by this Order.

9. PATENT AND INTELLECTUAL PROPERTY CLAUSE: Buyer shall defend, indemnify, and hold Seller harmless from and against any and all liability, or claims of liability, including awards or judgments, against Seller for infringement of any United States, international, or other patent or intellectual property claims arising out of or relating to goods manufactured by Seller to designs, plans, or specifications of Buyer, their agents, principals, or employees.

10. COMPLIANCE WITH APPLICABLE LAWS: Buyer and Seller shall comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued there under.

11. EXPORT CONTROL COMPLIANCE: Buyer and Seller shall comply with all applicable U.S. export laws and regulations. The subject technology of this Order (including products, specifications, data, services, and other physical or intellectual items, that are defined as "Controlled Technology") may be controlled under laws and regulations and may be subject to export or re-export control. Buyer shall have full responsibility for providing and disclosing all end-user information to seller, in such satisfactory form and substance that seller may obtain any export licenses or authorizations required to fulfill its obligations under this Order.

12. DISPOSAL Buyer accepts full responsibility for proper disposal of all goods, including those classified as hazardous material/dangerous goods, including those goods that contain radioactive material.

13. CANCELLATION: Orders may be cancelled or deliveries deferred only with the consent of Seller. Upon cancellation Buyer assumes immediate and full liability for payment to Seller for all work performed, including un-amortized tooling and unused components and engineering up to the time of cancellation. Orders for products containing radioactive source material may not be cancelled.

14. FORCE MAJEURE: Neither Seller nor Buyer shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

15. GOVERNING LAW: This Order shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict or choice of law provisions.

16. DISPUTES: Buyer and Seller agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or relating to this Order. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, Buyer and Seller agree to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the County of Nassau, State of New York. The arbitrator(s) shall be bound to follow the provisions of this Order in resolving the dispute, and may not award punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any county, state, federal, provincial, national, or other recognized court of law.

17. ENTIRE AGREEMENT: This Order, including all documents incorporated herein by reference, shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject Order.