TELEDYNE
INSTRUMENTS
Analytical Instruments
A Teledyne Technologies Company

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June 30, 2008

Mr. John Lamb
Viamed Limited
dba Vandagraph Limited
15 Station Road,
Cross Hills, Keighley
West Yorkshire BD20 7DT
United Kingdom

Subject: Teledyne Instrument-Analytical Instruments
International Distribution Agreement Renewal

Dear Mr. Lamb:

Enclosed please find your signed copy of the International Distribution Agreement.

We look forward to a long and lasting business relationship. If we can be of further service to you, please feel free to contact our office at any time.

Sincerely yours,

Estella Rivera
Director of Administration
Export Administrator
(626) 934-1509

Enclosure

INTERNATIONAL DISTRIBUTOR AGREEMENT

This International Distributor Agreement ("Agreement") is entered into and effective as of the 1st day of April, 2008, (the "Effective Date") by Teledyne Technologies Incorporated doing business as Teledyne Analytical Instruments, having offices at 16830 Chestnut Street, City of Industry, California 91748-1020, United States of America ("Manufacturer"), and **Viamed Limited** also doing business as **Vandagraph Limited**, having offices at **15 Station Road, Cross Hills, Keighley, West Yorkshire BD20 7DT, United Kingdom** ("Distributor"). Manufacturer and Distributor also are referred to individually as "Party" and collectively as "Parties".

In consideration of the representations, covenants and agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows.

1. Term of Agreement. Unless terminated earlier pursuant to Section 23, this Agreement expires **three (3) years** after the Effective Date (the "Term").

2. Products, Territory, and Excluded Accounts.

2.1 Manufacturer appoints Distributor as its authorized exclusive distributor to solicit orders for the products of the Manufacturer, as set forth in Schedule A, Products, Excluded Products and Accounts, and Minimum Purchases, attached hereto (collectively referred to as the "Products"), to and from any third party purchasers ("prospective purchasers") whose principal place of business is located in the countries of **Austria, Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland, United Kingdom** (the "Territory").

2.2 Unless approved in advance in writing by Manufacturer, Distributor may not solicit orders from any prospective purchaser whose principal place of business is located outside the Territory. If Distributor receives any order from a prospective purchaser whose principal place of business is located outside the Territory, Distributor will not accept such order and will immediately refer the order to Manufacturer. Unless specifically authorized elsewhere in this Agreement, Distributor will not deliver or tender, or cause to be delivered or tendered, any Products outside of the Territory.

2.3 Distributor will not use subcontractors, sub-distributors, consultants, or any other third parties to perform its obligations under this Agreement without the prior written approval of the Manufacturer.

3. Prices and Payment.

3.1 With respect to Distributor's services as a distributor:

(a) Distributor will place all orders with Manufacturer immediately upon receipt from customers.

(b) All orders are subject to Manufacturer's approval. Manufacturer may, in its sole discretion, accept or reject any order submitted by Distributor.

(c) Manufacturer will sell its Products to Distributor at its established distributor list prices, Ex-Works, City of Industry, California, United States of America (INCOTERMS 2000, ICO Publication No. 560), as set forth in Schedule B, Payment Terms and Distributor Pricing.

(d) Manufacturer may from time to time change its list prices on sixty (60) days written notice to Distributor, the price change being effective immediately upon Distributor's receipt of notice, provided, however, that no price change will affect (i) orders submitted by Distributor and accepted by Manufacturer prior

to the effective date of the price change, and (ii) proposals submitted by Distributor to its prospective purchasers no more than sixty (60) days prior to the effective date of the price change that are still within the proposal's validity period.

(e) If, in Manufacturer's sole judgment, Distributor's pricing structure renders the Products non-competitive in the Territory, then Manufacturer has the right to market the Products directly to prospective purchasers in the Territory or to establish alternative pricing arrangements with Distributor. Distributor agrees to provide its updated price lists to Manufacturer on request.

(f) Unless Distributor requests otherwise, Manufacturer will pack for shipment all Products ordered by Distributor in accordance with Manufacturer's standard commercial practices. It is Distributor's obligation to notify Manufacturer of any special packaging requirements (which are at Distributor's sole expense).

(g) Manufacturer will deliver Products by the date(s) specified for delivery on the relevant order or as otherwise agreed by the Parties. Title to and risk of loss or damage to Products pass to Distributor on delivery of Products to the common carrier. Identification of the Products occurs as each shipment is placed in the hands of the carrier.

(h) Payment terms are as specified in Schedule B, Payment Terms and Distributor Pricing.

(i) No amount payable to Manufacturer may be reduced by any counterclaim, setoff, adjustment, or other right that the Distributor might have against Manufacturer, any other party, or otherwise.

(j) Manufacturer, at its sole discretion, may require a down payment and milestone payments for large or unusual orders or orders for customized, non-standard or specially manufactured Products or services. Manufacturer will endeavor to state this requirement prior to the time that final proposals are submitted to Distributor.

4. Export and Re-Export Control Requirements. The ultimate shipment of orders, delivery of technical information, and provision of technical services to Distributor or customers is subject to the right and ability of Manufacturer to make the sales under all decrees, statutes, rules, and regulations of the Government of the United States of America and of the Government or Governments of the country or countries in which Distributor's principal place of business is located and the country or countries of the Territory and agencies of Governments presently in effect, or which may be in effect hereafter, which govern exports, re-exports, or otherwise pertain to export controls, including, without limitation, the Export Administration Regulations and the International Traffic-in-Arms Regulations. Any order which has been accepted by Manufacturer but which cannot be fulfilled due to law or regulations is considered to have been rejected when submitted to Manufacturer for acceptance or rejection. If Distributor is aware, or becomes aware, that any orders for Products will be exported from the U.S., Distributor will immediately advise Manufacturer and provide Manufacturer with an end use/end user certificate in a form acceptable to Manufacturer. The Products may not be sold in Foreign Military Sales (FMS) or Foreign Military Finance (FMF) transactions.

5. Registration and Disclosure; Compliance with Law.

5.1 Distributor covenants that all of its activities under or pursuant to this Agreement comply with all applicable laws, rules and regulations. Distributor represents and warrants to Manufacturer that it is, and will be at all times during the Term of this Agreement, registered as an agent with all applicable government authorities, if registration is required in the Territory and the jurisdiction of Distributor's principal place of business. The Parties agree that in addition to any required governmental approval, approval of this Agreement may be required by some or all of the prospective purchasers and that the disclosure of this Agreement may be appropriate even though approval is not required. Either Party may, therefore, disclose all or any part of this Agreement to third parties under the circumstances described in this Section 5.

6. No Corrupt Practices.

6.1 Distributor and its employees are aware of, and agree to abide by, the obligations imposed by the Foreign Corrupt Practices Act, 15 U.S.C.A. §§78dd-1 through 78dd-3, as amended, and any equivalent legal requirement in the Territory and in the jurisdiction of Distributor's principal place of business. Accordingly, Distributor hereby warrants and represents to Manufacturer that no portion of any monies paid or payable to Distributor in connection with this Agreement will, directly or indirectly, whether in cash or kind, be paid, received, transferred, loaned, offered, promised or furnished (hereinafter collectively described as "paid"):

(a) to or for the use of any officer or employee of any government or any department, agency, instrumentality or corporation or controlled thereby, or any political party or official of a political party, or any candidate for a political office, or any person acting for or on behalf of any of the foregoing, or any person or firm who has paid or will pay any portion thereof to any of the foregoing, for the purpose of obtaining or retaining business for or with, or directing business to, any person; or

(b) to or for the use or benefit of any individual, partnership, corporation or other entity, or any officer, agent or employee thereof, for the purpose of obtaining or retaining business for or with, or directing business to, any person; or

(c) in any other manner which will violate the tax, currency, exchange, commercial bribery, or other law of any country in the Territory, the jurisdiction of Distributor's principal place of business, the United States or any other applicable jurisdiction, including but not limited to the provisions of the U.S. Foreign Corrupt Practices Act or any equivalent legal requirement in the Territory and any amendments.

6.2 Distributor must keep complete and accurate records of all payments of any kind made by Distributor from or with respect to commissions, service fees or other payments. Distributor must also maintain records reflecting payments, and their disposition, received from Manufacturer. Distributor acknowledges that the records will be subject to inspection and audit by Manufacturer at any time.

6.3 Distributor has been furnished a copy of the Teledyne Technologies Incorporated "Corporate Ethics Objectives and Guidelines for Teledyne's Service Providers" booklet. By signing this Agreement, Distributor certifies that Distributor and its personnel having any responsibility for implementing this Agreement have read and understand the contents of the booklet and will comply with its standards of business conduct. Distributor certifies that Distributor has executed the certification in the booklet and has returned the original certification to the Manufacturer and has retained the booklet for reference.

7. Relationship with Government Controlled Entities. The Distributor must immediately notify Manufacturer if any principal officers, owners, or close family members of the Distributor currently serve in or represent, or begin to serve in or represent during the Term of this Agreement, any Government controlled entities in the Territory.

8. Reasonable Commercial Efforts and Assistance.

8.1 Distributor will employ competent and experienced service personnel, provide appropriate service shop facilities, and maintain an adequate stock of Products and other critical parts to perform its obligations under this Agreement and to render prompt and satisfactory service to the users or customers of the Products in the Territory. All service functions provided by Distributor are provided at no additional cost to or compensation from Manufacturer.

8.2 Distributor will use reasonable commercial efforts to promote and sell the Products to the maximum number of responsible prospective purchasers in the Territory and to solicit orders from the maximum number of responsible prospective purchasers for the Products in the Territory. Distributor will participate, at no

additional cost to Manufacturer, in appropriate trade shows and conventions in the Territory to solicit orders for the sale of Products. Distributor will participate in training sessions and international sales meetings as deemed mutually necessary at no expense to Manufacturer unless prior arrangements and agreements to share or cover costs with Manufacturer are agreed to in writing by Manufacturer.

8.3 Distributor agrees, at the request of Manufacturer, to assist Manufacturer with credit, collection, service, installation and other similar functions. Distributor will receive no additional compensation for performing these functions.

9. Sales Promotion and Field Assistance. Manufacturer will provide to Distributor appropriate quantities of Product catalogues, maintenance manuals, and other descriptive literature subject to appropriate United States export authorization. The literature will be in the English language. To the extent permitted by export laws and regulations, Manufacturer may provide appropriate, as determined by Manufacturer in its sole discretion, field sales and technical assistance to Distributor and its customers.

10. Reporting. If requested by Manufacturer, Distributor will provide Manufacturer with timely written reports on matters such as prospective purchaser call reports, business trends, production planning of the prime prospective purchasers in the Territory, market forecasts, details of sales indicating prospective purchaser name and location, part numbers, quantity and unit price, trends and developments of competitive products, competitive companies, new products and new techniques as well as information on developments within current Distributor network and information on potential sub-distributors. Distributor will continually evaluate current sub-distribution and seek out new sub-distribution channels where appropriate. Reports will be furnished by Distributor at no cost to Manufacturer and will remain the property of the Manufacturer.

11. Manufacturer's Marketing Office in Territory. Manufacturer, or Teledyne Technologies Incorporated or any of its affiliates, may from time to time maintain a marketing office at one or more locations in or near the Territory. Personnel associated with that office or offices are authorized to and may, from time to time, act on behalf of Manufacturer and are entitled to exercise all of the rights of Manufacturer under this Agreement including without limitation to all information with respect to all matters relevant to Distributor's performance under this Agreement. Distributor agrees to cooperate with all Manufacturer's and Teledyne Technologies Incorporated personnel in these matters.

12. Trademarks, Service Marks and Tradenames.

12.1 Right to Use. Distributor may use Manufacturer's trade names, service marks and trademarks listed on Schedule D, Trademarks (the "Trademarks"), attached hereto, on a non-exclusive basis, solely for display or advertising purposes in connection with the solicitation of orders for, or Distributor's sale of, the Products in the Territory. Distributor must not at any time do or permit any act to be done which may in any way impair the rights of Manufacturer or any of its affiliated companies in the Trademarks. Distributor must give Manufacturer thirty (30) days prior written notice before using any of the Trademarks for the first time in a particular jurisdiction outside the United States and any use is subject to Manufacturer's prior written consent. Distributor and its employees must not use any Trademarks on their business card without the prior review and express written consent of the Manufacturer.

12.2 Quality Control. In order to comply with Manufacturer's quality control standards, Distributor will:

(a) use the Trademarks in compliance with all relevant United States federal and state and non-United States laws and regulations;

(b) accord Manufacturer the right to inspect Distributor's facilities used in connection with efforts to solicit orders for the Products in the Territory during normal business hours, without advance notice, to confirm that Distributor's use of the Trademarks is in compliance with this Agreement;

(c) not modify any of the Trademarks in any way and not use any of the Trademarks in connection with or on any goods or services other than the Products;

(d) not infringe any trademark of Manufacturer or any of its affiliated companies by unauthorized use, either alone or in combination with other marks or names;

(e) not adopt or use any words, phrases, portions, combinations, foreign language equivalents, or similar variations of any trademark of Manufacturer or any of its affiliated companies;

(f) not use Manufacturer's trademarks, tradenames, or the word "Teledyne" in any of its domain names;

(g) not jeopardize Manufacturer's or its affiliated companies' rights and/or goodwill associated with the trademarks;

(h) not acquire or claim any independent right, title or interest in any trademarks of Manufacturer or any of its affiliated companies unless expressly conveyed in writing; and

(i) not contest the rights of Manufacturer and its affiliated companies in any of their respective trademarks or assist or encourage any other Party to do so.

12.3 If Manufacturer has a good faith reason to believe that Distributor is not complying with this provision, Manufacturer may suspend Distributor's right to use the Trademarks until the time Distributor has given Manufacturer adequate assurances that Distributor has taken protective measures and that it will thereafter comply with this provision. Distributor's noncompliance with this provision also is a breach of this Agreement for purposes of possible termination by Manufacturer under Section 23.

12.4 Distributor must immediately notify Manufacturer in writing of any possible infringement of the Trademarks or any disputes relating to or arising out of the Trademarks as soon as Distributor becomes aware of them. Distributor will further cooperate and render reasonable assistance to Manufacturer for the protection of the Trademarks (including, without limitation, executing and filing user agreements), as requested by Manufacturer from time to time.

12.5 Upon expiration or earlier termination of this Agreement, Distributor:

(a) has no further rights regarding use of the Trademarks;

(b) must immediately cease and desist from its further use of the Trademarks;

(c) must not adopt or use any trademark or any portions, combinations, foreign language equivalents, or similar variations on the Trademarks which are confusingly similar thereto;

(d) will take any steps or acts requested by Manufacturer for establishing that Distributor has no further rights in any of the Trademarks; and

(e) continues to be bound by the provisions of Subsection 12.2 of this Agreement except for Subsection 12.2(b).

13. Trade Secrets, Confidential and Proprietary Information.

13.1 Distributor agrees that Manufacturer has a proprietary interest in any information provided to Distributor by Manufacturer, whether in connection with this Agreement or otherwise and whether in written or oral form, which is:

(a) a trade secret, confidential or proprietary information;

(b) not publicly known; or

(c) annotated by a legend, stamp or other written identification, or identified orally, as "confidential" or "proprietary information" (referred to collectively as "Proprietary Information").

13.2 Without limiting the generality of the foregoing, the names and addresses of prospective purchasers solicited by Distributor pursuant to this Agreement in its capacity as a Distributor is Proprietary Information of the Manufacturer. Distributor may disclose the Proprietary Information only to those of its agents and employees to whom Distributor has informed of this obligation and to whom it is necessary in order to properly carry out their duties as limited by these terms and conditions. Distributor's agents and employees must acknowledge the requirement to protect the Proprietary Information to which they are given access. Distributor is responsible and liable for any material breach of this Section 13 by its agents and employees. Both during and after the Term of this Agreement, all disclosures by Distributor to its agents and employees will be held in strict confidence by its agents and employees. During the Term of this Agreement, Distributor and its agents and employees must not use the Proprietary Information for any purpose other than in connection with Distributor's activities in the Territory undertaken pursuant to and in accordance with this Agreement. Distributor will, at its sole expense, return to Manufacturer the Proprietary Information as soon as practicable after the date of expiration or earlier termination of this Agreement. All Proprietary Information remains the exclusive property of Manufacturer during the Term of this Agreement and thereafter. This Section 13 also applies to any consultants, subcontractors, sub-distributors, or other third parties that Distributor engages in connection with its obligations under this Agreement.

13.3 Notwithstanding anything contained in this Agreement to the contrary, Distributor is not liable for a disclosure of the Proprietary Information if the information so disclosed:

(a) was in the public domain at the time of disclosure without the breach of this Agreement;

(b) was known to or contained in the records of Distributor from a source other than Manufacturer at the time of disclosure by Manufacturer to the Distributor and can be so demonstrated with written evidence; or

(c) becomes known to Distributor from a source other than Manufacturer without breach of this Agreement by Distributor and can be so demonstrated; or

(d) must be disclosed pursuant to court order or as otherwise compelled by law.

14. Publicity. Distributor must obtain Manufacturer's prior written consent before using in any manner any literature, calling cards, letterhead, advertising and any similar materials that identify or make reference to Manufacturer or the Products or that use in any manner the Trademarks. Copies of all publicity and advertising will be forwarded to Manufacturer. Distributor agrees that any publicity or advertising, which it desires to release in which Manufacturer is identified in connection with the Products, will be in accordance with the terms of this Agreement and with information and data which Manufacturer has furnished in connection with this Agreement. Copies of all publicity and advertising will be forwarded promptly to Manufacturer.

15. Covenant Not to Compete. During the Term of this Agreement, Distributor will not, directly or indirectly:

(a) solicit orders for, market, promote or sell in the Territory products which are competitive with the Products; and

(b) represent or provide marketing services of any sort to any manufacturer or distributor of products which are competitive with the Products.

16. Force Majeure.

16.1 Neither Party is liable for any unforeseeable event beyond its reasonable control that is not caused by the fault or negligence of that Party that causes the Party to be unable to perform its obligations under this Agreement (and which the Party has been unable to overcome by the exercise of due diligence), including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, job action, epidemic, war, terrorism, riot, civil disturbance or disobedience, strikes, labor dispute, or failure, threat of failure, or sabotage of a Party or a Party's subcontractors or government facilities, or any order or injunction made by a court or public agency, each a "Force Majeure Event".

16.2 In the event of the occurrence of a Force Majeure Event, the Party unable to perform will (i) promptly notify the other Party, (ii) provide an estimate of the duration of the delay, (iii) use its bests efforts to resume performance as quickly as possible, and (iv) suspend performance only for the period of time as is necessary as a result of the Force Majeure Event. Notwithstanding the above, neither Party is relieved of any liability for any delay or failure to perform its defense obligations with respect to third party intellectual property rights. The Party not delayed may act, in its sole discretion, to terminate the affected order, or any part of the order, or suspend this Agreement in whole or in part, for the duration of the delaying cause.

16.3 The Parties may resume performance under this Agreement once the delaying cause ceases and extend the Term up to the length of time the delaying cause endured but no longer than three (3) months. Unless a Party gives notice of termination as provided above within thirty (30) days after notice of the delaying cause, that Party will be deemed to have elected to suspend this Agreement for the duration of the delaying cause.

17. Taxes. Taxes, whether in the United States or any other country, now or hereafter imposed with respect to the transactions contemplated by this Agreement (with the exception of income taxes or other taxes imposed upon Manufacturer and measured by the gross or net income of Manufacturer) are the responsibility of Distributor and, if paid or required to be paid by Manufacturer, the amount will subtracted from the amounts payable to Distributor.

18. Limited Warranty.

18.1 Manufacturer warrants to Distributor that the Products are free from defects of material and of construction for a period of twenty-four (24) months from date of shipment to Distributor except for products or component warranties, and consumables that have a shorter warranty period. Components manufactured by third parties bear the warranty of their manufacturer. This warranty does not cover defects caused by wear, accident, misuse, misapplication, or neglect.

18.2 Manufacturer warrants to Distributor that the Products are free from defects of material and of construction for a period of twelve (12) months from date of shipment to Distributor except for products or component warranties, and consumables that have a shorter warranty period. Components manufactured by third parties bear the warranty of their manufacturer. This warranty does not cover defects caused by wear, accident, misuse, misapplication, or neglect.

18.3 THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE OR OF TITLE OR NON-INFRINGEMENT). MANUFACTURER'S LIABILITY ARISING OUT OF THE MANUFACTURE, SALE, OR SUPPLYING OF THE PRODUCTS OR THEIR USE OR DISPOSITION, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, DOES NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY DISTRIBUTOR FOR THE PRODUCTS. IN NO EVENT IS MANUFACTURER LIABLE TO DISTRIBUTOR OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, ADMINISTRATIVE, MULTIPLE OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF USE DAMAGES) ARISING OUT OF THE MANUFACTURE, SALE, OR SUPPLYING OF THE PRODUCTS, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES OR LOSSES.

19. Return of Products.

19.1 Distributor must request and obtain a Returned Material Authorization (RMA) Number (or other form of authorization as directed by Manufacturer) from Manufacturer in advance of returning any Products for any reason. Distributor will identify the RMA Number, if applicable, on its shipping documents. Manufacturer, at its sole discretion, may waive this requirement from time to time.

19.2 Manufacturer reserves the right to inspect and test all Products returned by Distributor. If Manufacturer is unable to confirm a defect or problem with a Product returned under Section 18, Distributor will reimburse Manufacturer for the reasonable cost of inspecting and testing the returned Product.

20. LIABILITY LIMITATION. EXCEPT FOR BODILY INJURY OF A PERSON, MANUFACTURER IS NOT LIABLE UNDER ANY SECTION OR SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, CONSEQUENTIAL, ADMINISTRATIVE, MULTIPLE, OR PUNITIVE DAMAGES OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

21. Indemnification. Distributor will indemnify, protect, and save Manufacturer, Manufacturer's affiliates (as defined in Section 26 below) and all officers, directors, employees, and agents ("Indemnitees") harmless from all claims, demands, suits, or actions (including reasonable attorney's fees incurred in connection therewith) which may be asserted against Manufacturer for any kind of damage including, but without limitation, damage or injury to property or persons and incidental and consequential damages which may be sustained by any third party or any Indemnitees occurring out of or incident to the conduct of Distributor's operations under this Agreement, including but without limitation, any independent representations of Distributor.

22. Notices.

22.1 All notices given under this Agreement will be in writing addressed to the Parties at their respective addresses as set forth in Schedule C, Notices, attached hereto. All notices, demands or other communications required or permitted to be given or made will be in writing and delivered personally or sent by prepaid mail (by air-mail if the notice is being communicated internationally), or by facsimile, cable, or email addressed to the intended recipient at its address or at its electronic address. Regardless of the method of transmittal, the sending Party is responsible for obtaining a return receipt for the notice, demand, or communication.

22.2 Either Party may change its address or its facsimile number for purposes of this Agreement by giving the other Party written notice of its new address.

23. Termination.

23.1 This Agreement automatically terminates immediately in the event:

(a) Distributor files or has filed against it an application in bankruptcy,

(b) if a receiver is appointed for Distributor, or

(c) if Distributor makes a general assignment for the benefit of creditors.

23.2 This Agreement may be terminated by either Party to this Agreement if (i) the Party is not itself in default of this Agreement and (ii) the other Party materially breaches or defaults in the performance of any covenant or warranty made by it in this Agreement and the material breach or default remains uncured for a period of ten (10) calendar days after written notice to cure any material breach or default is provided to the defaulting or materially breaching Party pursuant to Section 22 of this Agreement.

23.3 Either Party to this Agreement may terminate this Agreement at any time without cause upon giving the other Party at least thirty (30) days prior written notice of termination.

23.4 In the event of expiration or earlier termination of this Agreement pursuant to this Section 23, Manufacturer has no obligation to Distributor, except for the payment of commissions due as set forth in Section 3, or to any employee of Distributor, for compensation or for damages of any kind including, without limitation, the loss by Distributor or employee of present or prospective sales, investments, compensation or goodwill. Distributor for itself and on behalf of its employees, hereby waives any rights which may be granted to it or to them under the laws and regulations of the United States or of any jurisdiction(s) within the Territory or of Distributor's principal place of business or otherwise which are not granted to it or them by this Agreement. Distributor hereby indemnifies and holds Manufacturer harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Distributor under any applicable termination, labor, social security or other similar laws or regulations of any jurisdiction.

23.5 Termination of this Agreement does not affect the obligation of Distributor to pay Manufacturer all amounts owing or to become owing as a result of Products tendered to Distributor on or before the date of termination, to the extent any amounts are paid after the date they became or will become due pursuant to this Agreement.

24. Survival. Notwithstanding anything else in this Agreement to the contrary, the Parties agree that the provisions of the following Sections will survive the expiration or earlier termination of this Agreement: Sections 3. Price and Payments; 5. Registration and Disclosure; Compliance with Law; 6. No Corrupt Practices; 12. Trademarks, Service Marks and Tradenames; 13. Trade Secrets, Confidential and Proprietary Information; 14. Publicity; 17. Taxes; 18. Limited Warranty; 20. Liability Limitation; 21. Indemnification; 23. Termination; 27. Construction of Agreement and Arbitration; and 32. Parties to Agreement.

25. Modification.

25.1 Manufacturer may, in its sole discretion, at any time upon thirty (30) days prior written notice to Distributor, expand or reduce in any manner the Products and Territory which are covered by this Agreement. Distributor, in accordance with the requirements of Section 5, will take all actions necessary to insure that any modifications to the Products or the Territory are appropriately registered as required under the laws and regulations of the Territory.

25.2 No modification or change may be made in this Agreement except by written instrument signed by duly authorized representatives of Manufacturer and Distributor.

26. Assignment. This Agreement may not be assigned, delegated, sublicensed, or transferred, whether by operation of law or otherwise, by either Party, without the written consent of the other Party, and any attempted assignment, delegation, sublicense, or transfer without written consent is void and of no effect; provided, however, that consent is not required with respect to any assignment, delegation, sublicense, or transfer of this Agreement or the rights of Manufacturer to Teledyne Technologies Incorporated or any of its respective affiliates or to any purchaser of all or substantially all of Manufacturer's assets. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of Manufacturer and Distributor. For the purpose of this Agreement, "affiliate" means any company, natural person, partnership and other business entity controlled by, under common control with or controlling either Party to this Agreement, with control being interpreted broadly.

27. Construction of Agreement and Arbitration.

27.1 This Agreement is in the English language and its interpretation in any judicial or arbitration proceedings will be in accordance with the meaning of the words and phrases in the United States of America, and performance of the Parties is construed and governed according to the laws of the State of California, United States of America, not to include its laws and rules relating to conflict of law. Neither (i) the United Nations Convention on Contracts for the International Sale of Goods, (ii) the 1974 Convention on the Limitation Period in Contracts for the International Sale of Goods (the "1974 Convention"), nor (iii) the Protocol Amending the 1974 Convention done at Vienna, Austria, on April 11, 1980, apply in any manner to the interpretation or enforcement of this Agreement.

27.2 Any dispute, controversy, or claim arising out of or relating to this Agreement or to a material breach, including its interpretation, performance, or termination, will be finally resolved by binding arbitration. The arbitration will be conducted in English and in accordance with the Commercial Rules of the American Arbitration Association, which will administer the arbitration and act as appointing authority. The arbitration, including the rendering of the award, will take place in Los Angeles, California, United States of America and will be the exclusive forum for resolving the dispute, controversy, or claim. The decision of the arbitrators will be binding upon the Parties hereto, and the expense of the arbitration (including, without limitation, the award of attorneys' fees to the prevailing Party) will be paid as the arbitrators determine. The decision of the arbitrators will be final and judgment thereon may be entered by any court of competent jurisdiction.

28. Relationship of the Parties.

28.1 Distributor is an independent contractor. The relationship between Distributor and Manufacturer is neither that of employer and employee nor does it constitute a partnership, joint venture, or agency of any kind.

28.2 Distributor will pay all expenses incurred by it in performing its obligations under this Agreement including, without limitation, all travel, lodging and entertainment expenses. Manufacturer will not reimburse Distributor for any expenses.

28.3 Distributor has no right to enter into any contracts or commitments in the name of, or on behalf of, Manufacturer, or to bind Manufacturer in any respect. Distributor will not obligate or purport to obligate Manufacturer by issuing or making any warranties or guarantees with respect to the Products to any third party in excess of Manufacturer's published warranty.

29. Waiver. None of the conditions or provisions of this Agreement are waived by any act or knowledge on the part of either Party, except by an instrument in writing signed by an authorized representative of the Party entitled to the benefit of the condition or provision. Further, the waiver by either Party of any right hereunder or the failure to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, 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.

30. Severability. If any provision of this Agreement is invalid, ineffective, or unenforceable under present or future laws, then the remainder of the provisions of this Agreement will remain in full force and in no way be affected, impaired, or invalidated.

31. No Rights by Implication. This Agreement grants no rights or licenses with respect to the Products or the Trademarks other than those rights or licenses expressly granted in this Agreement.

32. Parties to Agreement. The Parties to this Agreement are Manufacturer and Distributor, and no other persons, parties or entities have any rights or receive any benefits under it. Manufacturer is an independently-functioning operational business unit of Teledyne Technologies Incorporated or a subsidiary of Teledyne Technologies Incorporated. The other business units, subsidiaries, affiliates, and divisions of Teledyne Technologies Incorporated are not parties to this Agreement, have no obligations or duties under this Agreement, and are unrelated third parties for all purposes.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

34. Schedules. All Schedules referred to are specifically made a part of this Agreement.

35. Headings. The headings used in this Agreement are for reference purposes only and will not affect the meaning or interpretation thereof.

36. Entire Agreement. This Agreement supersedes and cancels any previous agreements or understandings, whether oral, written, or implied, and sets forth the entire Agreement between Manufacturer and Distributor with respect to its subject matter. In the event of any discrepancy between this Agreement and any order offered by the Distributor, the terms of this Agreement will govern.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed and delivered as of the date first written above.

DISTRIBUTOR	**MANUFACTURER**
Viamed Limited also d.b.a. Vandagraph Limited	Teledyne Technologies Incorporated d.b.a. Teledyne Analytical Instruments
Name of Organization	Name of Organization
Signature	Signature
John S. Lamb	Thomas P. Compas
Printed or Typed Name	Printed or Typed Name
Managing Director	General Manager
Title	Title

SCHEDULE A

PRODUCTS, EXCLUDED PRODUCTS AND ACCOUNTS, AND MINIMUM PURCHASES

1. **Products:**

Distributor is authorized to sell the following Manufacturer's Products in pursuant to Section 2 of this Agreement:

- Medical Products and Automotive

2. **Excluded Products:**

Distributor is prohibited from selling the following Manufacturer's Products within the Territory:

- Industrial Products

3. **Excluded Accounts**:

Distributor is prohibited from selling Manufacturer's Products to the following third parties within the Territory:

- Original Equipment Manufacturers (OEM)
- Private Label purchasers

4. **Minimum Order Amount**:

Manufacturer will not accept individual orders with a value of less than the following:

- Two Hundred U.S. Dollars ($ 200.00)

5. **Excluded Minimum Order Amount**:

- Individual Sensor orders will not require a minimum order amount.

6. **Minimum Purchases**:

The right to distribute and solicit orders for Manufacturer's Products pursuant to this Agreement is subject to Distributor purchasing and/or soliciting orders for the sale of a minimum annual order input volume equivalent to ninety percent (90%) of agreed goal unless otherwise stipulated.

SCHEDULE B

PAYMENT TERMS AND DISTRIBUTOR PRICING

1. **Payment Terms**:

The terms of payment are net forty-five (45) days from date of invoice, payable in U.S. Dollars by wire transfer to the bank or account that Manufacturer from time to time designates in writing ("Manufacturer's Account"). Amounts are considered to be paid as of the day on which funds are received in Manufacturer's Account. All amounts due to Manufacturer but not paid by Distributor on the due date bear interest payable in U.S. Dollars at a rate that is equal to the lesser of (i) one percent (1%) per annum above the prime interest rate announced from time to time by the financial institution which maintains Manufacturer's Account, or (ii) the maximum interest rate permitted under applicable law. Interest accrues on the balance of unpaid amounts from time to time outstanding from the date on which portions of those amounts become due payment in full.

2. **Distributor Pricing is as follows**:

- Manufacturer will sell its Products to Distributor as its established distributor list prices, Ex-Works City of Industry, California, United States of America (INCOTERMS 2000, ICO Publication No. 560).

SCHEDULE C

NOTICES

The addresses and numbers of the Parties for the purposes of this Agreement are:

If to Distributor:

Viamed Limited
also d.b.a. **Vandagraph Limited**
15 Station Road, Cross Hills, Keighley
West Yorkshire BD20 7DT
United Kingdom
Telephone: 44 (0) 1535 634542 / 66 / 57
Facsimile: 44 (0) 1535 635582
Email: info@viamed.co.uk

If to Manufacturer:

Teledyne Analytical Instruments
16830 Chestnut Street
City of Industry, California 91748-1020 (USA)
Telephone: 626-934-1500
Facsimile: 626-961-2538

With a copy to:

Teledyne Technologies Incorporated
1049 Camino Dos Rios
Thousand Oaks, CA 91360-2362
Attention: Executive Vice President, General Counsel and Secretary
Telephone: (805) 373 - 4602
Facsimile: (805) 373 - 4610

SCHEDULE D

TRADEMARKS

Per Section 12, shown below are examples of the Trademarks maintained by Teledyne Technologies Incorporated d.b.a. Teledyne Analytical Instruments.

TELEDYNE
INSTRUMENTS
Analytical Instruments
A Teledyne Technologies Company