



KULITE SENSORS LTD.
TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("**Conditions**") are binding on Kulite Sensors, Ltd., a company registered in England and Wales with company number 01158138 and whose registered address is at Stroudley Road, Kingsland Business Park, Basingstoke, Hampshire, RG24 8UG England ("**Seller**"), and the customer ("**Buyer**") who purchases Products from the Seller (as defined below).

I. ACCEPTANCE:

The Buyer's purchase order ("**Order**") constitutes an offer by Buyer to purchase the products detailed in the Order ("**Products**") in accordance with these Conditions. The Order shall only be deemed to be accepted when Seller issues a written acceptance of the Order, at which point the contract between the Seller and Buyer for the sale and purchase of the Products shall come into existence subject to these Conditions ("**Contract**"). For the avoidance of doubt, the definition of Contract includes these Conditions. Acceptance of any order is at the sole discretion of Seller. A quotation for Products given by Seller shall not constitute an offer. Quotes issued by Seller are valid for thirty (30) days from their date of issuance unless otherwise stated. These Conditions apply to the Contract to the exclusion of any additional or different terms set forth or referenced in Buyer's purchase order or any other terms the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless the Seller explicitly agrees to any such additional terms in writing or there is a separate long term agreement signed by both parties which expressly takes precedence over these Conditions. **THE PLACEMENT OF ANY ORDER BY BUYER SHALL CONSTITUTE ACCEPTANCE OF THESE CONDITIONS.**

II. PRICE AND PAYMENT TERMS:

- A. The price of the Products and any services to be performed by Seller shall be the price set out in the Order.
- B. Prices include standard domestic packaging only. The price of the Products excludes the costs and charges of special packaging (including, but not limited to, packaging for export) insurance and transport of the Products, which shall be invoiced to Buyer.
- C. Seller may invoice Buyer for the Products on or at any time after the completion of delivery.
- D. Buyer shall pay the invoice in full and in cleared funds within 30 days' of the date of Seller's invoice, and in accordance with instructions set forth in the invoice. Buyer shall pay the full purchase price for the Products or services without any set-offs or deductions. Time of payment is of the essence.
- E. Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by Buyer against any amount payable by Seller to Buyer.
- F. If Buyer requests an extension to the payment period and Seller agrees to such extension in writing such extension shall be subject to a 2.5% increase in the purchase price for every two weeks requested. In any event, if Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of cash or satisfactory security. Upon request, Buyer shall make a down payment to Seller prior to acceptance of Buyer's order for orders requiring special design considerations, special construction or other custom orders.
- G. If Buyer fails to fulfill any conditions of the payment terms as set forth in this Article Seller may suspend performance and any costs incurred by Seller as a result thereof shall be payable by Buyer. Seller shall be entitled to an extension of time for performance of its obligations equaling the period of Buyer's nonfulfillment whether or not Seller elects to suspend performance. If such nonfulfillment is not rectified by Buyer promptly upon notice thereof, Seller may cancel performance and Buyer shall pay upon submission of Seller's invoices reasonable cancellation charges for the value of the work completed prior to cancellation.
- H. If the financial condition of the Buyer at any time does not, in the judgment of the Seller, justify continuation of the work to be performed by the Seller hereunder on the terms of payment agreed upon, the Seller may require full or partial payment in advance, or shall be entitled to cancel any order then outstanding, or shall receive reimbursement for its reasonable cancellation charges. In the event the Buyer is unable to pay its debts as they fall due, or takes any (or is the subject of any) steps or measures for its winding up, dissolution, administration or other event of insolvency, including the appointment of an administrator or receiver or other insolvency practitioner, or the

making of any compromise or other arrangements with its creditors; or any similar or analogous event of insolvency, or preparatory steps for the same, arises or occurs in any jurisdiction with respect to the Buyer Seller shall be entitled to, at its option and in its sole discretion, do any or all of the following: (i) declare all outstanding invoices immediately due and payable; or (ii) suspend or cancel further shipment, or other performance, or (iii) require prepayment for future shipments; or (iv) revoke any credit extended to Buyer or otherwise modify terms or payment; or (v) set off any sums received from Buyer against Buyer's unpaid obligations. In addition, in any action based on Buyer's breach, Seller shall have the right to recover costs reasonably incurred by Seller in connection with the breach, including but not limited to storage, and handling charges, costs of collection, and reasonable legal fees. The rights of the Seller under this Article are cumulative and in addition to all rights available to the Seller at law and equity.

III. CREDIT:

The amount of credit offered by Seller to Buyer, if any, is contingent upon Seller's opinion of Buyer's capacity, ability and willingness to promptly pay for Products and services received under the Contract. Seller, however, is under no obligation to offer credit to Buyer. All credit terms must be in writing executed by Buyer and Seller. Provided that, in Seller's opinion, there is a material adverse change in Buyer's financial condition and/or Buyer has not, within the agreed time, fully paid for goods and services previously supplied under this and/or another contract with Seller, Seller reserves the right to revoke Buyer's credit and/or suspend performance on this and/or other contracts for products and services.

IV. TAXES AND FEES:

- A. The price stated is exclusive of VAT, any Customs Duties and Import Levies or any similar duties or levies, which shall be payable by the Buyer. Buyer shall, on receipt of a valid VAT invoice from Seller, pay to Seller such additional amounts in respect of VAT as are chargeable on the supply of the Products.
- B. A processing fee may be added for any order under a certain value that requires an export license.

V. DELIVERY, SHIPPING, TITLE AND RISK OF LOSS:

- A. Delivery dates are estimates only and time for delivery shall not be made of the essence by notice. Seller shall not be liable to Buyer for any loss or damages caused by non-delivery or delay, including delays caused by Buyer's rejection of any Products.
- B. Seller may deliver all or any part of the Products as early as 30 days in advance of the estimated delivery dates.
- C. All sales are F.C.A. Basingstoke (Incoterms 2010) or as otherwise confirmed in writing to Buyer. Delivery shall be completed upon placement of the Products with the shipping carrier or when Seller notifies Buyer that the Products are at Buyer's disposal at Seller's location. Shipping contracts made by Seller shall be to Buyer's account. All claims for loss or damage after risk of loss has passed to Buyer shall be filed by Buyer with the carrier. Buyer shall be liable to Seller for the full price of the Products, irrespective of loss or damage in transit which occurs after delivery is completed. Seller shall not be required to provide freight cost receipts to Buyer at the time of invoice. Buyer shall be responsible for all expenses for delivery of goods, including without limitation, shipping, loading, unloading, storage, freight, and insurance.
- D. The risk in the Products shall pass to Buyer when delivery is completed. Title to the Products shall not pass to Buyer until Seller has received payment in full (in cash or cleared funds) for the Products.
- E. Among other things, a signed delivery receipt or bill of lading will constitute proof of delivery.
- F. Seller shall include with each shipment a Certificate of Conformance in Seller's format and a delivery note which shows the date of the Order, all relevant Buyer and Seller reference numbers, the type and quantity of the Products. Any requirement by Buyer for test

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reports, chemical analysis or any other form of certification shall be considered as a special requirement and is subject to additional fees.

VI. FORCE MAJEURE:

A. Seller shall not be held responsible for any delay or failure of performance under this Contract due to any causes beyond its control and without its fault or negligence, including but not limited to accidents, fires, floods, explosions, strikes, lockouts, terrorism, work stoppage, declared or undeclared wars, riots, any acts of God, shortages of materials or delays in transportation, inability to obtain export or import licenses, or acts of government.

B. Seller shall notify Buyer of any delay or failure of performance excused by this Article and shall take all reasonable steps to mitigate the effect of any such delay or failure of performance. In the event of such delay, subject to Article VI(C), the time of delivery or performance shall be extended for a period equal to the time lost by Seller by reason of delay.

C. If delay excused by this Article extends for more than 90 days and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the price, then either party upon 30 days' notice may terminate the Contract with respect to the unexecuted portion of the work, whereupon Buyer shall promptly pay Seller reasonable termination charges incurred up to the date of termination upon submission of Seller's invoices thereof.

VII. TECHNICAL ADVICE:

Seller may furnish technical assistance, advice and information with respect to the Products supplied by Seller and only to the extent that such advice, assistance and information are conveniently available. Seller makes no warranty as to the accuracy or completeness of the information and Buyer acknowledges that Seller has no obligation to provide such information. If such information is provided it shall be without charge to Buyer and Buyer shall use it at its own risk.

VIII. INTELLECTUAL PROPERTY INDEMNIFICATION:

A. If Buyer receives a claim that any Products, or part thereof, manufactured by the Seller allegedly infringes a U.S. patent, Buyer shall notify Seller promptly in writing and give Seller information, assistance, and exclusive authority to evaluate, defend and settle such claim. Seller shall then at its own expense and option (1) settle such claim, or (2) procure for Buyer the right to use such Products, or (3) replace or modify the Products to avoid infringement, or (4) remove the Products and refund the purchase price (including transportation costs) less a reasonable amount of depreciation, or (5) defend against such claim. Provided such timely notice has been given by Buyer, should any court of competent jurisdiction hold such Products to constitute infringement, Seller shall pay any costs and damages finally awarded on account of such infringement, and if the use of such Products is enjoined, Seller shall take at its option one or more of the actions under (2), (3), or (4) above. With respect to any Products not manufactured by Seller, the patent indemnity given by the manufacturer of such Products shall apply.

B. The obligations of Seller set forth in Article VIII(A) do not apply to (1) Products manufactured by the Seller based on Buyer's detailed specifications or designs directing the manner of performance or (2) Products infringing as a result of the Buyer's alteration, or misuse thereof. Buyer shall defend, indemnify and hold Seller harmless against any third-party claims for infringement which arise out of Seller's use of specification or designs, furnished by the Buyer.

C. THIS ARTICLE STATES SELLER'S TOTAL LIABILITY AND BUYER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE PRODUCTS MANUFACTURED AND PROVIDED BY SELLER HEREUNDER.

IX. INSPECTION AND REJECTION:

A. Buyer and its customers may inspect all Goods at reasonable times and places, prior to shipment. No access will be granted to Seller's facilities where Seller's proprietary processes are performed.

B. No such inspection shall relieve Seller of its obligations to furnish and warrant all Goods in accordance with the requirements of this Contract. Buyer's final inspection and acceptance shall be at destination.

C. If Seller delivers non-conforming Goods, Buyer may at its option and as its sole remedy (i) accept all or part of the Goods at an

equitable price reduction; (ii) reject such Goods or (iii) require Seller to promptly correct and replace the Goods.

D. If Seller fails to deliver replacement Goods promptly, Buyer, at its own cost and expense, may correct any retained non-conforming Goods, replace them with goods from another supplier or terminate this Contract for default.

X. WARRANTY:

A. Unless specifically provided to Buyer in writing, Seller warrants that (i) the Products shall be shipped free from defects in material, workmanship and title and (ii) the services shall be performed in a competent, diligent manner and shall conform in all material respects with any mutually agreed specifications.

B. Unless otherwise stated, the warranty period for Products shall be twelve (12) months from the date of shipment Seller shall not be responsible for any Products where there has been (i) improper installation or testing, (ii) failure to provide a suitable operating environment; (iii) use of the Products for purposes other than that for which they were designed; (iv) failure to monitor or operate the Products in accordance with Buyer's specifications and good industry practice; (v) unauthorized attachment or removal or alteration of any part of the Products; (vi) unusual mechanical, physical or electrical stresses; (vii) modifications or repairs done by other than the Seller; (viii) mishandling during shipment of the Products; or (ix) any other abuse, misuse, neglect or accident not attributable to Seller.

C. If Products do not meet the above warranties, Buyer shall promptly notify Seller in writing within the warranty period in accordance with the Seller's Warranty and Returns Policy (available at <http://www.kulite.com/company.asp?p=1-12>). Seller shall then, upon Seller's option, repair or replace the defective Products or refund or credit monies paid by Buyer.

D. Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal/replacement of systems, structures or other parts), de-installation, decontamination, re-installation and transportation of Products to Seller.

E. The liability of Seller for losses or damages arising from Seller's breach under this Article is limited to full refund of the purchase price or, at Buyer's option, repair or replacement of Products. Seller will not be liable for any consequential or incidental damages arising out of Seller's breach hereunder.

F. THIS ARTICLE PROVIDES THE EXCLUSIVE REMEDIES FOR ALL CLAIMS BASED ON FAILURE OF OR DEFECT IN PRODUCTS OR SERVICES, WHENEVER THE FAILURE OR DEFECT ARISES. THE WARRANTIES PROVIDED IN THIS ARTICLE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES. THE TERMS IMPLIED BY SECTIONS 13 TO 15 OF THE SALE OF GOODS ACT 1979 ARE EXCLUDED FROM THE CONTRACT TO THE FULLEST EXTENT PERMITTED BY LAW.

XI. WARRANTY RETURNS PROCEDURE: All in and out-of-warranty returns require a Return Materials Authorization ("RMA") number and shipping instructions provided by Seller's customer service representative. Goods received without this pre-assigned number will not be processed. All returns shall be in accordance with Kulite Warranty and Returns Policy (available at <http://www.kulite.com/company.asp?p=1-12>).

XII. QUALITY:

Seller shall maintain a Quality Management System, which is accredited and certified to comply with ISO 9001 and AS9100 requirements. Seller's performance under this Contract shall be in accordance with Seller's General Quality Provisions (available at <http://www.kulite.com/company.asp?p=1-11>).

XIII. LIMITATION OF LIABILITY:

For purposes of this Article, the term "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier and their agents and employees, individually or collectively.

A. SELLER SHALL NOT BE LIABLE FOR LOSS OF USE, REVENUE OR PROFIT, EXPENDITURES FOR PROCURING

SUBSTITUTE PRODUCTS OR SERVICES, LIQUIDATED DAMAGES UNDER ANY CONTRACTS WITH BUYER'S CUSTOMERS, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF THIS CONTRACT OF ITS BREACH.

B. SELLER'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS CONTRACT SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PRODUCTS WHICH GIVE RISE TO SUCH CLAIM.

C. THESE EXCLUSIONS OF TYPES OF DAMAGES AND LIMITATION ON THE AMOUNT OF DAMAGES SHALL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY. THESE EXCLUSIONS OF DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS OF THIS CONTRACT.

XIV. BUYER'S INDEMNITY:

Buyer shall indemnify and hold Seller harmless against all claims, losses, damages, costs, expenses (including legal fees) and liability (including any direct, indirect or consequential losses, loss of profit, loss of reputation) resulting from or in any way connected, directly or indirectly, with a breach of Buyer's obligations, representations or warranties hereunder or resulting from the possession, handling, sale or use of the Products delivered hereunder or articles made from the Products.

XV. INTELLECTUAL PROPERTY RIGHTS:

A. All specifications, drawings, blueprints, samples, models and other intellectual property, information and/or papers furnished by Seller to Buyer are proprietary and shall remain the proprietary information of Seller ("Seller's Proprietary Information") and shall be immediately returned to Seller upon request. Any and all of Seller's Proprietary Information shall be held by Buyer as strictly secret, confidential and as trade secrets of Seller and shall not, without Seller's prior written consent, be duplicated or disclosed to any other person or entity.

B. Seller owns and maintains intellectual property rights incorporated in or relating to the Products, including without limitation, patents, copyrights and trademarks whether or not such rights or protections are registered or perfected Seller shall retain all rights, title and interest in Seller's intellectual property rights in the Products sold under the Contract. No license or transfer of such intellectual property rights by Seller to Buyer is inherent or implied by the Contract and Buyer shall have no right, title or interest thereto except as expressly set out in this Contract or by law.

C. Buyer agrees that when Seller undertakes research, development and/or design of any nature using information including, without limitation, Buyer's Proprietary Information as provided by Buyer, Seller shall exclusively own all rights, title and interest in any resulting work product including, without limitation, all technical information, know-how, trade secrets and intellectual property ("Seller's Work Product"). Buyer shall take all necessary steps to ensure that Seller obtains full legal title in and to such rights in Seller's Work Product. Buyer will ensure that Buyer's employees, agents and subcontractors appropriately waive any and all claims to, and assign to Seller, all rights or interests in, any of Seller's Work Product created in connection with the Contract.

XVI. CONFIDENTIALITY:

A. "Seller's Confidential Information" is all of Seller's information disclosed to Buyer, whether written or oral, in any form, including any of Seller's Proprietary Information, Seller's Work Product, quotations, information relating to the research, development, Products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, and other material or information relating to Seller's current or anticipated business.

B. Buyer agrees to maintain Seller's Confidential Information in confidence during and following termination or expiration of this Contract. Buyer will not copy, alter or otherwise use Seller's Confidential Information for its own benefit or disclose any of Seller's Confidential Information to others. At Seller's request, Buyer shall return all of Seller's Confidential Information. Buyer agrees to limit distribution of Seller's Confidential Information only to Buyer's employees, agents or

subcontractors who have a need to know, and to take steps to ensure that such distribution is so limited, including the execution by Buyer's employees, agents or subcontractors of confidentiality/ nondisclosure agreements containing provisions substantially similar to those set forth herein.

C. Buyer acknowledges its responsibility for the obligation of confidentiality herein and is aware that any breach of its obligations of confidentiality will cause the application of any and all remedies provided for under applicable law or equity.

XVII. COMPLIANCE WITH LAW:

A. Buyer shall comply with all laws, rules and regulations applicable to the application, operation, use and disposal of the Products. At Seller's request or as required by law, Buyer shall issue certificates certifying compliance with any laws or regulations as may be applicable to the Products purchased hereunder in each case in form and substance satisfactory to Seller.

B. Seller shall comply with all federal, state and local laws, rules and regulations applicable to the manufacture of Products and Seller's performance of services hereunder.

XVIII. EXPORT CONTROL LAWS:

Seller shall comply with all the applicable export control laws and regulations. If an export license is required, Seller may terminate any obligations under the Contract without any liability, in the event that such license is denied.

XIX. TERMINATION:

A. Buyer may terminate the Contract (or any portion thereof) if Seller: (i) substantially breaches a material obligation which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract and (b) Seller shall have failed, within 30 days after receipt of the notice (or such extended period as is considered reasonable by the parties), to either (1) commence and diligently pursue cure of the breach or (2) provide reasonable evidence that the breach has not occurred; or (ii) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefits of its creditors or files for protection from creditors under any bankruptcy or insolvency laws. If Buyer terminates the Contract Buyer shall pay to Seller all portions of the Contract price allocable to work completed, and work still in progress, and any expended non-recurring costs.

B. Seller shall have the right to terminate the Contract (or any portion thereof) immediately if: (i) Buyer becomes insolvent as described in Article II(1); (ii) there is an excusable delay (as per Article VI above) lasting longer than 90 days (after giving 30 days' notice to Buyer); (iii) any representation or warranty made by Buyer or any document or certificate furnished by Buyer in connection herewith proves to be incorrect in any material respect; (iv) an export license is denied or (v) Buyer fails to comply with any material terms of the Contract, including but not limited to, failure to make any payment when due or to fulfill any payment conditions, and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing of the breach. If Seller terminates the Contract, Buyer shall pay to Seller all portions of the Contract price allocable to work completed, and work still in progress, and any expended non-recurring costs.

XX. DISPUTE RESOLUTION, JURISDICTION AND CHOICE OF LAW:

A. Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be resolved in accordance with this Article and will be settled, if possible, by negotiation of the parties. If a dispute is not resolved by negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management of each party, to be held within 20 business days after giving notice. If the dispute is not resolved within 30 business days after the date of the meeting of higher management, or any later date to which the parties may agree, either party may bring a claim in the English courts.

B. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in

accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

C. The 1980 UN Convention on Contracts for the International Sale of Goods shall be excluded.

XXI. GENERAL CLAUSES:

A. **Prohibited Use:** Products sold by Seller must not be used in connection with any nuclear facility or activity or medical, life-saving, or life-saving applications without the written consent of Seller. Buyers warrants that it shall not use or permit others to use Products for such purposes, unless Seller agrees to the use in writing. Buyer shall indemnify and hold Seller harmless against any such liability in accordance with Article XII above. If Seller agrees in writing to any such use, the parties shall agree upon special terms and conditions that provide Seller's protections against nuclear liability and which are acceptable to Seller under the then current applicable laws.

B. **Assignment:** This Contract may not be assigned by the Buyer, or its contents publicized by the Buyer, without the written consent of Seller.

C. **Typographical Errors:** Seller is not responsible for typographical errors or omissions relating to pricing, copy, photography or application. In the event of a pricing error, Seller will contact Buyer via email, phone or fax with the correct pricing information.

D. **Rights and Remedies:** No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of such remedy. Except as otherwise limited in this Contract, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or equity. If any provision of this Contract is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

E. **Entire Agreement:** This Contract, incorporating these Conditions constitutes the entire and final agreement between the parties and supersedes all prior negotiations, representations, understandings or agreements (either written or oral) between the Parties relating to the Products. No agent or sales representative of Seller shall have the right to make any representations, warranties or agreement not included herein.

F. **Amendment:** Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.

G. **Survival:** The Articles which expressly or by implication survive termination of this Contract shall continue in full force and effect including but not limited to Articles: VIII (Intellectual Property Indemnification), X (Warranty), XI (Returns Procedure), XIII (Limitation of Liability), XIV (Buyer's Indemnity), XV (Intellectual Property Rights), XVI (Confidentiality), XX (Dispute Resolution, Jurisdiction and Choice of Law), XXI (General Clauses).



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PRESSURE TRANSDUCERS
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ACCELEROMETERS
LOAD CELLS

SEMICONDUCTOR GAGES
INTEGRATED SENSORS