



Teledyne FLIR Detection, Inc.
8165 S Camino de Café
Tucson AZ 85747

QUOTATION

Page 1 of 3

DOCUMENT NO. 12085663	ORDER DATE 06/30/2023
PURCHASE ORDER NO.	TERMS OF DELIVERY EXW Origin
SHIP VIA N/A	PAYMENT TERMS Credit Card Payment
EXPORT No	CURRENT DATE 06/30/2023

ORDER TYPE: Quotation

SOLD TO	736777 CITY OF NORTHLAND HILLS POLICE DEPT 4301 CITY POINT DRIVE NORTH RICHLAND HILLS TX 76180	SHIP TO	736777 CITY OF NORTHLAND HILLS POLICE DEPT 4301 CITY POINT DRIVE NORTH RICHLAND HILLS TX 76180
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ITEM	PART NUMBER	DESCRIPTION	PLANNED SHIP DATE	REQUEST DATE	QTY	PRICE	AMOUNT (USD)
10	7005084ELK-01	OPTION, DOME CAMERA , ASSEMBLY WHITE			1 EA	18,318.00	18,318.00
20	7005961ELK-01	OPTION,3 STARE IP CAMERA WHITE			1 EA	10,969.74	10,969.74
30	7006662ELK	OPTION, WIRELESS, 2 MAN, ASSEMBLY			1 EA	10,969.74	10,969.74
50	7005289ELK	RECEPTACLE WIRING,STARE CAMERA POE,SKYWATCH			3 EA	280.00	840.00
60	7006156ELK	HARNESS, CAMERA, REAR, PT SERIES, CABLE ASSEMBLY			1 EA	980.28	980.28
70	E1091	HARNESS,CAMERA,PT SERIES,SKYWATCH			1 EA	980.28	980.28
80	A8214	PHANTOM INSTALLATION PACKOUT			1 EA	58.18	58.18
90	7007870ELK	GASKET, I/O PLATES			1 EA	26.86	26.86
100	7007270ELK	STRIP, 6 RIGHT ANGLE OUTLET, POWER			1 EA	62.10	62.10
110	7006598ELK	ADAPTER PLATE, IP STARE CAMERA, WIDE HOLE PATTERN			3 EA	992.00	2,976.00



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ITEM	PART NUMBER	DESCRIPTION	PLANNED SHIP DATE	REQUEST DATE	QTY	PRICE	AMOUNT (USD)
120	7003375ELK	RCPT,JAM,MIL-38999 S1,MS27468E15B35S			2 EA	29.58	59.16
130	13016	DUST CAP,SIZE 15,3899 MIL SPEC			2 EA	8.18	16.36
140	SERVICE/LABOR	Repair Service Labor			1 HR	10,012.00	10,012.00
150	SHIPHAND	SHIPPING AND HANDLING			1 EA	1,100.00	1,100.00
160	OPT 322-01	OPTION,PA SYSTEM,WHELEN WHITE			1 EA	4,074.03	4,074.03
170	OPT 377-01	OPTION, GO LIGHTS, ROOF MOUNTED WHITE			1 EA	4,978.65	4,978.65
180	A8214	PHANTOM INSTALLATION PACKOUT			1 EA	1,258.71	1,258.71
190	MISC	jack			1 EA	1,523.23	1,523.23
200	16330	AIR CONDITIONER,DOMETIC,15,000 BTU,CCC2-WHITE			1 EA	2,814.00	2,814.00
210	IS-SWGOLDTE	SKYWATCH GOLD PLAN, CONUS T&E INCLUDED			1 EA	17,146.74	17,146.74
220	IS-SWGOLDTE	SKYWATCH GOLD PLAN, CONUS T&E INCLUDED			1 EA	17,146.74	17,146.74
The products, data and/or services described herein are subject to the Export Administration Regulations (EAR) (15 C.F.R. Sections 730-774).							
Tax exemption certificate must be provided with a PO or taxes will apply.							
The Gold Service (3 visits per contract year) is for the inspection and preventative maintenance service on the customers SkyWatch tower. This does not cover the cost to troubleshoot, repair replace parts - a separate quote can be provided for any additional work.							



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Sales Employee 1:

Customer purchase order date:

Seller's acceptance of this Order is expressly conditioned upon the Buyers assent to Seller's general Terms and Conditions of Sale as stated in Seller's Offer and found at <https://www.flir.com/corporate/reseller-and-customer-information/>
Seller is proceeding with the performance of Buyer's Order strictly on this basis.

These commodities, technology or software may not be used in the design, development, production or use of nuclear, chemical or biological weapons or missiles.

These commodities may not be sold, transferred or exported to the territory of Belarus, Burundi, Central African Republic, Crimea Region (of Ukraine), Cuba, the Democratic Republic of Congo, the Republic of Congo, Donetsk Region (of Ukraine), Guinea-Bissau, Iran, Luhansk Region (of Ukraine), North Korea, Russia, Rwanda, the Republic of South Sudan, the Republic of Sudan, Somalia, Syria, Tanzania, Uganda, Zambia and Zimbabwe.

SUBTOTAL	106,310.80
TAX	0.00
TOTAL ORDER AMOUNT (USD)	106,310.80



TELEDYNE FLIR TERMS AND CONDITIONS FOR SALE

The following Terms and Conditions (these "Terms and Conditions") are applicable to the sale of hardware, data, software and services ("Products") by Teledyne FLIR LLC, or one of its Affiliates, as identified in the Acknowledgement (Teledyne FLIR LLC or such Affiliates are each referred to in these Terms and Conditions as "FLIR" or "Seller") to any purchaser thereof ("You" or "Buyer"). Except as provided in Section 1, these Terms and Conditions together with the Seller's quotation, Acknowledgement, terms incorporated into this Agreement by reference in these Terms and Conditions, and the price, quantity and delivery terms contained in Buyer's purchase order constitutes the entire and exclusive agreement between Seller and Buyer (collectively, this "Agreement"). Seller and Buyer are sometimes referred to herein individually as a "Party" and jointly as the "Parties". "Affiliates" means, with respect to either Party, any other entity directly or indirectly controlling, controlled by, or under common control with such Party. "Acknowledgement" means the sales order confirmation or order acknowledgement issued by FLIR to You which confirms the Products ordered, pricing and other relevant terms of the transaction.

1. CONTROLLING TERMS. If the parties have in effect a formal written agreement executed by duly authorized representatives of both parties related to the sale of Products by FLIR to You (a "**Formal Agreement**"), and there is a conflict among the terms of the Formal Agreement, these Terms and Conditions and this Agreement, the terms of the Formal Agreement will be first in order of precedence, and will prevail over these Terms and Conditions, and all of the foregoing will prevail over any other terms of this Agreement. Except as provided in the preceding sentence, this Agreement shall govern the sale of the Products to Buyer. If Buyer submits any other document that contains terms and conditions which are inconsistent with or in addition to this Agreement, then any such term or condition shall not alter this Agreement unless duly executed by an authorized executive of Seller. The sale of Products is expressly conditioned upon Buyer's acceptance of this Agreement.

2. PURCHASE PRICE, TAXES, PAYMENT AND CREDIT. Except as otherwise stated in the Acknowledgement, prices are stated in United States of America dollars. The purchase price includes the costs of standard packaging of the Products; but excludes: (a) transportation, insurance or any other costs or fees that may apply to the sale and delivery of the Products; and (b) any federal, state, municipal or other governmental tax applicable to the sale of the Products to Buyer, if any. All such taxes shall be in addition to the purchase price and be paid by Buyer unless otherwise agreed to or required by law. Buyer acknowledges and agrees that the full purchase price for the Products shall be due and payable thirty (30) days after receipt of invoice unless FLIR requires payment by letter of credit, in advance of delivery or on other terms. All past due payments bear interest at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, on the unpaid balance. If Buyer fails to timely pay the purchase price for any Products, or fails to perform any other of Buyer's obligations hereunder, Seller may, at its option, defer further shipments, revise its terms of payment, cancel the unshipped balance of the Agreement, and/or pursue any other remedy set forth in this Agreement or provided under law.

3. DELIVERY. Except as otherwise stated in the Acknowledgement, all Products are shipped within the United States FOB Origin FLIR's facility, and outside the United States FCA (INCOTERMS 2020) FLIR's facility. Delivery shall occur, risk of loss shall pass, and title (to the extent applicable) shall transfer to Buyer upon delivery of Products at the named place ("Delivery"). All Delivery dates contained in the Acknowledgement are estimates and Seller has no liability for any delay in Delivery.

4. LIMITED WARRANTY, EXCLUSIONS AND DISCLAIMERS.

A. Limited Warranty. Unless superseded by individual Product warranty terms set forth in the Specifications, a warranty section of FLIR's website at www.FLIR.com, or in this Agreement, SELLER WARRANTS THAT FROM THE DATE OF DELIVERY AND FOR A PERIOD OF ONE YEAR, THE PRODUCTS WILL CONFORM IN ALL MATERIAL RESPECTS TO ITS SPECIFICATIONS AT THE TIME OF SALE AND BE FREE FROM MATERIAL DEFECTS UNDER PROPER USE AND SERVICE IN ACCORDANCE WITH THE SPECIFICATIONS. "Specifications" means the specifications delivered to Buyer with or in the Product and/or published on FLIR's website for the applicable version of the Product. Buyer agrees that Specifications and other warranty information may be supplied only in the English language, unless otherwise required by local law without the possibility of contractual waiver or limitation. This limited warranty extends only to Buyer and is not transferable to any other party and any transfer made in violation of this provision shall be void. The warranty applies only to the unmodified portion of the Products. Buyer is responsible for the results obtained from the use of the Products. Buyer's sole remedy, and Seller's sole liability, for any breach of the foregoing warranty shall be to replace or repair any part or parts (or redeliver services) which were delivered in breach of the foregoing warranty.

B. Warranty Exclusions and Disclaimers. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF BUYER HAS NOTIFIED SELLER OF ITS INTENDED USE FOR THE PRODUCTS) OR NON-INFRINGEMENT. SELLER FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OF THE PRODUCTS WHERE THE ALLEGED NONCONFORMITY IS DUE TO NORMAL WEAR AND TEAR, ALTERATION, MODIFICATION, REPAIR, ATTEMPTED REPAIR, IMPROPER USE OR STORAGE, IMPROPER MAINTENANCE, NEGLIGENCE, ABUSE, FAILURE TO FOLLOW ANY PRODUCT INSTRUCTIONS, DAMAGE (WHETHER CAUSED BY ACCIDENT OR OTHERWISE), VARIABLES OUTSIDE THE CONTROL OF FLIR, OR ANY OTHER IMPROPER CARE OR HANDLING OF THE PRODUCTS CAUSED BY ANYONE OTHER THAN SELLER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO BUYER.



IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. BUYER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. "Variables" include operator skills, non-FLIR equipment used with the Products, and environmental and climatic conditions.

5. PRODUCT RETURNS. Products shall not be returned to Seller without Seller's written consent. Return instructions can be found at www.FLIR.com. Buyer will pay the cost of sending Products to FLIR in connection with warranty claims, and Seller shall pay the cost of returning to Buyer Products that are repaired or replaced under warranty. All materials, replacements, and services provided in connection with Product returns shall be governed by the terms of this Agreement.

6. INTELLECTUAL PROPERTY. Except for the right to use the purchased Products for their intended purpose and to resell the Products if authorized in the Acknowledgement, and except for the license rights described in Section 14(B), the sale of Products by Seller does not convey to Buyer or any other third party any license, implied or otherwise, under any Intellectual Property. Buyer acknowledges the ownership of and the validity of FLIR's trademarks, brand names, trade names, copyrights, patents, designs, trade secrets, inventions, and similar intellectual property, whether registered or not (collectively, "Intellectual Property"). Buyer will not reverse engineer, reverse compile, deconstruct, synthesize, or extract any element of and/or otherwise discover any source code, algorithms, circuits, structures, architectures, processes, methods or techniques embodied in, or otherwise translate, or reverse assemble the Products in whole or in part, except as expressly permitted by law without the possibility of contractual waiver and Buyer will not: (a) except as permitted in this Agreement, develop any products incorporating any of FLIR's Intellectual Property; nor (b) any improvements or applications related to the Intellectual Property. Buyer shall not apply for the registration of Intellectual Property in any country nor otherwise take any action inconsistent with FLIR's rights in the Intellectual Property. Buyer will not use in any way (including in Buyer's letterhead or presentation cards) FLIR's trade or business names or trademarks. Buyer acknowledges that FLIR shall own all updates or enhancements to Products, whether developed by Buyer or FLIR. Buyer shall not do, or cause to be done, any act that contests or in any way impairs any portion of FLIR's and its licensor's, right, title and interest in and to the Intellectual Property Rights. Buyer shall not obscure or remove any proprietary rights notices of FLIR or its licensors contained in Products, including any trademarks, and copyright notices.

7. CONFIDENTIAL INFORMATION. "Confidential Information" of FLIR means any and all confidential information, including third party confidential information, disclosed by FLIR and/or any of its Affiliates ("Disclosing Party") to the Buyer ("Recipient") during the term of this Agreement, which, (i) if provided in tangible format, is labelled at the time of such disclosure as "confidential" or bearing a similar legend, (ii) if provided in oral or intangible format, is identified as confidential at the time of disclosure, or (iii) the Recipient should reasonably understand to be confidential based on the nature or circumstances of the disclosure, including Product pricing, non-public technical information and Products (and related information) identified as pre-release or not generally available. Except as otherwise provided in this Section 7, Recipient agrees that it will (a) hold in confidence and not disclose to any third party any Confidential Information of Disclosing Party, except in accordance with this Section 7; (b) protect such Confidential Information with at least the same degree of care that Recipient uses to protect its own Confidential Information of a similar nature, but in no case, less than reasonable care; and (c) notify Disclosing Party promptly upon discovery of any loss or unauthorized disclosure of Disclosing Party's Confidential Information.

8. COMPLIANCE WITH LAWS.

A. General Obligations. Buyer will comply, and will cause its directors, officers and employees (and any third-parties whose services are employed in furtherance of this Agreement) to comply with all laws, regulations and executive orders of the U.S. and all other countries applicable to its performance of this Agreement, including in connection with the sale, resale, delivery, or re-delivery of the Products and information hereunder, including but not limited to the requirements of Arms Export Control Act (22 U.S.C. 2751-2794), the International Traffic in Arms Regulations ("ITAR") (22 C.F.R. 120 et seq.), the Export Administration Act of 1979 (50 U.S.C. 2401-2420), the Export Administration Regulations ("EAR") (15 C.F.R. 730-774), the Office of Foreign Assets Control ("OFAC") regulations (31 C.F.R. Chapter V), the Bureau of Alcohol, Tobacco, Firearms, and Explosives ("ATF") regulations (22 C.F.R. Parts 447, 478, 479, and 555), U.S. customs regulations (19 C.F.R. Part 4 to 199), anti-bribery laws, laws related to the protection of personal data, and all other applicable laws and regulations (collectively, "Laws"). In the event of a conflict between U.S. Laws and the Laws of any other jurisdiction, the Laws of the U.S. shall prevail regardless of the legality of such a transaction under local law.

B. Export, Import and Related Obligations. FLIR will make all reasonable efforts to obtain U.S. export authorizations in order to fulfill its obligations under this Agreement, but shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed despite reasonable efforts by FLIR. Additionally, such delay, denial, revocation or non-renewal shall not constitute a breach of this Agreement. FLIR shall have no obligation to deliver any Products or information to Buyer under this Agreement, except as permitted under Laws. FLIR reserves the right, in its sole discretion, to decline or to cancel the unshipped balance of any or all orders for any reason, including if appropriate authorization is not obtained from any governments exercising export authority, or for any violation or suspected violation of the terms of this Agreement or the Laws, and FLIR shall have no liability to Buyer in any way for any such cancellations. Buyer will not engage in the payment of fees and commission related to the sale of ITAR controlled commodities without authorization from FLIR. Buyer will promptly notify FLIR of any actual or suspected violation of applicable Laws related to the sale of FLIR Products. Buyer will ensure that it flows down the terms of this Section 8 into any agreements with third parties who may have access to FLIR Products in Buyer's custody. If any FLIR Product provided under this Agreement requires destruction after being transferred to Buyer, Buyer agrees to destroy the Product in accordance with all applicable Laws (including the terms and provisos of applicable U.S. government authorizations) and will ensure the safe and proper demilitarization, destruction and disposal of Products and information once it is no longer required. If



permitted to resell in the Acknowledgement, Buyer shall perform transaction due diligence on all proposed sales of FLIR Product at the time of resale or transfer to validate the legality of the proposed transaction under applicable Laws, and shall comply with all restrictions on sale contained in the Acknowledgement and this Agreement.

C. Anti-bribery. Buyer agrees that neither it, nor any of its employees will, directly or indirectly, pay or offer to pay money or give anything of value to any foreign official in order to influence any action or decision for the purpose of obtaining or retaining business or securing any competitive advantage. Buyer understands the requirements of the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), the UK Bribery Act 2010 and all other applicable laws related to anti-bribery and corruption (collectively, the "Anti-Bribery Laws") and agrees to strictly comply therewith. Buyer further agrees that it will maintain and enforce a policy that prohibits the bribery of foreign officials.

D. Recordkeeping. Buyer shall maintain all records evidencing its compliance with this Section 8 for the period required by the Laws and shall make such records available for inspection by FLIR upon request.

9. CANCELLATION. Seller reserves the right, in its sole discretion, to decline or to cancel any order for any reason and FLIR shall have no liability to Buyer in any way for any such cancellations. Buyer may cancel an order prior to Seller's Acknowledgement of the order, but cannot cancel an order following Seller's Acknowledgement unless express written consent to such cancellation is provided by Seller. Orders cancelled by Buyer may be subject to a restocking fee up to 25% and any applicable material, labor, service, or other costs and fees, at Seller's sole discretion.

10. INDEMNITY.

A. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, and employees (the "Indemnified Party") from and against any and all liabilities, losses, expenses, liens, claims, demands, and causes of action ("Claims") for death, personal injury, or property damage arising out of any negligent act or omission of the Indemnifying Party in the performance of the order, except to the extent such Claims are contributed to by (i) the negligence or willful misconduct of the Indemnified Party, or (ii) the negligence or willful misconduct of any third parties. Buyer agrees to indemnify, defend, and hold harmless Seller, its officers, directors, and employees for any and all Claims, including Claims asserted by third parties, related to any Products manufactured or services performed in whole or in part to Buyer's designs or attributed to equipment, information, or materials furnished by Buyer to Seller. The Indemnified Party agrees to (i) notify the Indemnifying Party in writing of any Claims as soon as reasonably practicable; (ii) allow the Indemnifying Party to control the defense of any such Claim and related settlement negotiations; and (iii) reasonably cooperate with the Indemnifying Party in such defense.

B. Seller shall hold harmless and indemnify Buyer against all third party claims, judgments, costs, and fees, including attorney fees, relating to infringement of any patent, copyright, trademark, or design (i) to the extent that the infringing Products are manufactured, sold, or used, in whole or in part, pursuant to Seller's Specifications, designs, drawings, or other technical data, and (ii) provided that Buyer notifies Seller in writing of any such claim as soon as reasonably practicable, and allows Seller to control and defend such claims. To the extent that any Products are held by a court of competent jurisdiction or are believed by Seller to infringe or otherwise violate a third party's proprietary rights, Seller may, at its option and expense, either (i) modify the affected Products to be non-infringing; or (ii) obtain for Buyer a license to continue using such Products on substantially the same terms set forth herein; or (iii) if neither of the foregoing alternatives are reasonably available to Seller, Seller may require Buyer to return the infringing Products and all rights thereto, and refund to Buyer the price paid to Seller by Buyer for the infringing Products. Seller shall have no obligation under this provision to the extent any claim is based on (i) modifications of Products or deliverables by a party other than Seller or Seller's authorized representative; (ii) the combination, operation, or use of Products with equipment, devices, software, or data not supplied by Seller; (iii) the use or installation of Products in an environment for which Products were not intended; (iv) Buyer's failure to use updated or modified versions of Products provided by Seller; or (v) the negligent acts or omissions or willful misconduct of Buyer, its employees, representatives, or affiliates. This Section, and the indemnification provided herein, does not apply to any Products manufactured, sold, or used, in whole or in part, pursuant to Buyer's Specifications, designs, drawings, or other technical data. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF SELLER AND BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

11. LIMITATION OF LIABILITY.

A. Limitation of Liability. Regardless of the basis on which Buyer is entitled to claim damages from FLIR (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), FLIR's entire liability for all claims in the aggregate arising from or related to each Product purchased by Buyer, or otherwise arising, under this Agreement, including, but not limited to, its liability for indemnity, defense, and hold harmless obligations, will not exceed the amount of actual direct damages up to the total amounts paid by Buyer to FLIR for the Product that is the subject of the claim. UNDER NO CIRCUMSTANCES SHALL FLIR BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: DAMAGES CLAIMS BY ANY THIRD PARTY, WHETHER OR NOT THE CLAIMS ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE; LOSS OF, OR DAMAGE TO, DATA; SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

B. Other Limits. The limitations and exclusions in this Section 11 apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract. Unless otherwise required by applicable law without the possibility of contractual



waiver or limitation, Buyer shall not bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and, upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse. Buyer acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

12. GENERAL PROVISIONS.

12.1 Contact information. Buyer authorizes FLIR (and its successors and assigns, contractors and business partners) to store and use Buyer's contact information in connection with FLIR's sale, support and servicing of the Products, and for other lawful purposes.

12.2 Governing Law. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and the parties irrevocably submit to the jurisdiction of those courts. The parties agree that venue in any action arising under this Agreement shall be exclusively in state or federal courts located in the State of Delaware. The rights and obligations of the parties to this Agreement will not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods, 1980.

12.3 Force Majeure. "Force Majeure" means natural disasters or "acts of God," such as lightening, tornadoes, hurricanes, tsunamis, floods and earthquakes; manmade disasters, such as plant fires or floods, war, riots, civil unrest, acts of terrorism, labor disputes or strikes; government embargos or other government actions affecting the supply chain, including power outages or transportation issues; epidemics and quarantines; and any other circumstance beyond the control of the Parties. Seller will not be liable to Buyer if its performance is delayed by the occurrence of a Force Majeure. In the event of delay in performance due to a Force Majeure, the date of delivery or time for completion will be extended at least by the length of time lost due to such delay.

12.4 Severability. If any provision of this Agreement is, for any reason, held to be invalid, illegal or unenforceable, the other provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12.5 Sale or Assignment. Buyer will not assign or transfer this Agreement without the prior written consent of FLIR and any attempted assignment or transfer in violation of the foregoing will be null and void. Notwithstanding the foregoing, Buyer may sell or transfer any Product to any third party (a "Transferee") as contemplated in the Acknowledgement, provided such transfer or assignment otherwise complies with the requirements of this Agreement, including the requirements of Sections 7 and 8, and the Transferee agrees to be bound by the restrictions contained in this Agreement. The Transferee shall not have any rights under this Agreement and shall not be a third-party beneficiary for any purpose.

12.6 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by the Seller. In case of any conflict between translations, the English language version of this document shall control.

12.7 U.S. Government Acquisition Regulations. When Buyer is a prime contractor or a subcontractor at a higher tier than FLIR 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 Agreement only if there are other FAR clauses that make the subject incorporation in this Agreement mandatory. FLIR 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 Agreement and effect the proper intent of the clause. Except with respect to termination for FLIR's default, Buyer shall exercise an incorporated FAR Clause against FLIR only if, and to the extent that, the subject FAR Clause is exercised against the Buyer by Buyer's customer.

13. PRODUCT SPECIFIC SUPPLEMENTAL PROVISIONS.

A. Safety Act Reciprocal Waiver of Claims. For sales of Seller's Products that have been designated or certified by the U.S. Department of Homeland Security as Qualified Anti-Terrorism Technology ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 ("SAFETY Act"): Where the QATT Product has been deployed in defense against, response to, or recovery from an Act of Terrorism as that latter term is defined under the SAFETY Act, Seller and Buyer of the QATT Product agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT Product, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such Act of Terrorism.

B. Software. If the Products include software from Seller ("Software"), Seller grants Buyer a nonexclusive, perpetual license to use the Supporting Software only on and in conjunction with the Principal Product, and all Software as otherwise provided in this Agreement and any license agreement embedded in or delivered with the Software. Buyer agrees that title to the Software remains with Seller (and its suppliers, if any). Buyer will not use, copy, modify, or distribute the Software except as expressly permitted in this Agreement; use any of the Software components, files, modules, audio-visual content, or related licensed materials



separately from the Software; or sublicense, rent, or lease the Software. In addition, Buyer will use the Supporting Software only in conjunction with the related Principal Product. For purposes of this section, "Supporting Software" is Software that is part of another FLIR Product ("Principal Product"). This license applies to each copy of the Software that Buyer makes. Buyer may copy the Software for archival or back-up purposes in connection with the use of the Products. Buyer may transfer the license for Supporting Software if transferring the related Principal Product as authorized in the Acknowledgement.

C. Cloud Services. If the Products include cloud-based services, the terms of use applicable to such services which are published on FLIR's website at are incorporated into this Agreement by reference.

D. Medical Use. Company understands and acknowledges that the Products are not intended for any medical- or health-related uses (including, without limitation, any use for temperature measurement in humans) nor have any of the Products been cleared or approved by the U.S. Food and Drug Administration ("FDA") or any other governmental authority. Company shall be solely responsible for (1) any use, promotion, marketing, commercialization, or sale of the Products performed by or on behalf of Company for any medical- or health-related purposes (including, without limitation, any use for temperature measurement in humans), and (2) any incorporation or bundling of any Product into or with any other product, system, kit, or package for any medical- or health-related purpose performed by or on behalf of Company (collectively, the "Health-Related Uses"). Company further acknowledges and agrees that, should Company engage in any Health-Related Uses, Company shall be solely responsible for ensuring compliance with the applicable laws and regulations, including, without limitation, the Federal Food, Drug, and Cosmetic Act and the regulations promulgated thereunder by FDA, for the use of any Product for the Health-Related Uses and for obtaining and maintaining any approvals, clearances, licenses, registrations, or permits required by FDA or any other governmental authority for the use of any Product for the Health-Related Uses. Company shall notify FLIR and, if applicable, provide FLIR with copies of any notices or communications of any FDA or other governmental authority investigation or other inquiry or other material governmental notice or communication relating to the Products (including any Company products that incorporate a Product) promptly after, but in no case later than one (1) day after Company becomes aware of such investigation, inquiry, notice, or communication. Company shall provide FLIR with a copy of, and opportunity to comment on, Company's response(s) to any such investigation, inquiry, notice, or communication prior to Company's submission of such response(s).

ANTI-CORRUPTION COMPLIANCE DECLARATION

FLIR Systems, Inc. for itself and its subsidiaries and affiliates (referred to below individually and collectively as “FLIR Systems”) requires that all of the following types of entities (individually referred to below as “Company”) doing business with FLIR Systems comply with the requirements of this Anti-Corruption Compliance Declaration:

- consultants performing marketing or business development services for FLIR Systems;
- sales representatives, retailers, distributors, dealers, original equipment manufacturers, integrators and resellers that promote, market, facilitate the sale of or take title to for resale of, FLIR Systems products;
- all third parties that interact with any government agencies on FLIR Systems’ behalf; and
- all travel agents, dealers, brokers, integrators and purchasing agents.

Upon receipt of a request, at any time, from FLIR Systems, Company will certify its compliance with the terms of this Declaration.

For purposes of this Declaration,

- “Government Official” means any officer or employee of the Government, or any person, organization or entity acting in an official capacity for or on behalf of the Government, or any political party, party official or candidate for political office, or any director, officer or employee of any Public International Organization.
- "Government" means any state or national government department, ministry, agency, instrumentality, military organization, government owned or controlled company, political party or a former/current elected or appointed official, Public International Organization (as that term is defined in the FCPA).

By entering into a business relationship with FLIR Systems, you, as a Company, are representing and certifying that Company, its owners, directors, officers and employees:

- A. are familiar with and agree to comply with the U.S. Foreign Corrupt Practices Act (“FCPA”), and the national and local anti-corruption laws of other countries applicable to the Company, including laws enacted to comply with the UN Convention Against Corruption and the OECD Convention (collectively "Anticorruption Laws"); and the [FLIR Systems Standards of Business Conduct](#) .
- B. have not and will not, directly or indirectly, pay, offer, promise or authorize the giving of any money or anything of value to any Government Official, partner or employee, any political party, holder of public office, candidate for public office, any employee or official of a commercial or nonprofit entity in which a government body has any ownership interest or the ability to control ("Instrumentality"), or any official, partner or employee of a public international organization (collectively "Officials" and each singly an "Official") either:

- i. for the purpose of influencing any act or decision of such Official in his, her or its official capacity or inducing such Official to do or omit to do any act in violation of the lawful duty of such Official; or
 - ii. for the purpose of inducing such Official to use his, her or its influence with a foreign government or any organization or Instrumentality thereof; to affect or influence any act or decision of a government organization or Instrumentality; in order to assist Company in obtaining, retaining business or directing business or securing any improper business advantage.
- C. have kept and will keep complete and accurate records of all transactions and expenses related to its business in FLIR Systems products and services. Such records state in reasonable detail the purpose of each expense and the receipt and distribution of assets;
- D. conducts appropriate due diligence on parties to which it pays commissions, referral, marketing or other fees related to its FLIR Systems business, and that it has no reason to believe that any of its agents, resellers, representatives, consultants or any other persons retained or paid by the Company in connection with any FLIR Systems business have violated the Anticorruption Laws;
- E. have implemented a program to provide appropriate training on Anticorruption Compliance to its owners, directors, officers, employees and to inform its agents, resellers, representatives, consultants and any other persons engaged in its business related to FLIR Systems; and
- F. that, upon request from FLIR Systems, provide all information required by FLIR Systems in connection with its diligence and review of your Company's compliance with this Anti-Corruption Compliance Declaration, or otherwise as required by FLIR Systems to ensure compliance with Anticorruption Laws.



Code of Ethical Business Conduct For FLIR Operations Inside the U.S.

Effective: November 24, 2013

As evidence of FLIR's commitment to conducting the Company's business to the highest ethical standards, we have adopted this **Code of Ethical Business Conduct for FLIR Operations Inside the U.S.** (referred to as the "Code").

Accordingly, we require all FLIR employees, including officers and members of our Board of Directors, to:

- **Read and understand** the Code;
- **Sign the written acknowledgment** that they have done so;
- **Ensure that their conduct fully meets ethical standards;** and
- **Take action to ensure that FLIR affiliates** (such as representatives, distributors, agents, consultants and contractors) **understand and comply** with these ethical standards.

Code of Ethical Business Conduct

For Operations Inside the U.S.

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Letter from Andrew C. Teich, President and CEO

November 24, 2013

To FLIR Employees, Officers and Directors:

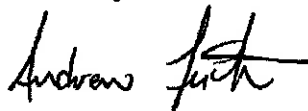
FLIR Systems and all of its employees are committed to conducting the Company's business in accordance with best business practices and the highest ethical standards. Our reputation for honesty, integrity and high ethics is as important as our reputation for providing outstanding products, services and support.

The attached Code of Ethical Business Conduct for FLIR Operations Inside the U.S. describes the principles and standards that we expect our employees to abide by when conducting business for the Company. We are committed to maintaining a workplace that is fair, honest and open. To that end, we have established a reporting system managed by an outside third party that allows any employee to report suspected violations of law, ethics or business practice that may have occurred. All reports can be submitted anonymously and without fear of retribution. This system is explained in detail in Section 2.C. of this Code and all employees should become familiar with it.

While I hope that we have created an environment at FLIR that encourages openness such that an anonymous reporting system is not necessary, it is good corporate practice to have one in the event that it is needed.

If you have any questions about interpreting or applying the Code of Ethical Business Conduct for FLIR Operations Inside the U.S., please consult with a member of FLIR's Law Department or Human Resources Department.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Teich", written in a cursive style.

Andrew C. Teich
President and Chief Executive Officer

1. OUR ETHICAL PRINCIPLES

1. A. FLIR is committed to the following ethical principles in all of its activities:

Honesty.

We will be truthful in all of our endeavors with one another and with our customers, communities, suppliers, and shareholders.

Integrity.

We will say what we mean, deliver what we promise and stand for what is right.

Respect.

We will treat one another with dignity and fairness, appreciating the diversity of our workforce and the uniqueness of each employee.

Trust.

We will build confidence through teamwork and open communication.

Responsibility.

We will encourage our employees to speak up – without fear of retribution – and report concerns in the workplace, including violations of laws, regulations and company policies, and to seek clarification and guidance whenever there is doubt.

Citizenship.

We will obey all the laws of the United States and of the countries and jurisdictions in which we do business.

1. B. FLIR is committed to the ethical treatment of those with whom we do business.

For our Employees:

We are committed to honesty, just management, fairness, and providing an environment free from discrimination, harassment and fear of retribution.

For our Customers:

We are committed to producing reliable products and services, delivered on time, at a fair price.

For our Shareholders:

We are committed to pursuing sound growth and earnings objectives, exercising

prudence in the use of assets and resources and providing accurate and complete disclosure regarding FLIR's operations and financial condition.

For our Suppliers and Partners:

We are committed to fair competition and the sense of responsibility required of a good customer and teammate.

1. C. FLIR will:

- Maintain this Code to meet the requirements of applicable law and recognized business ethics;
- Communicate this Code to all employees and members of the Board of Directors;
- Review and revise our business practices, procedures and policies as necessary to insure compliance;
- Maintain a system to encourage and allow the anonymous reporting of suspected improper conduct;
- Impose disciplinary action for improper conduct;
- Report any violation in connection with Government contracts in a timely manner; and
- Cooperate fully in any Government investigation or corrective action.

2. RESPONSIBILITY FOR COMPLIANCE

2. A. What We Require of You

For purposes of the Code, the term “employee” includes all FLIR employees, officers, and members of the Board of Directors. Hence, all employees are required to:

- Comply with this Code and with all laws, rules and regulations applicable to the conduct of our business and the management of our business relationships;
- Be alert to any possible violation of the above and report them to the Company as soon as possible;
- Exercise good faith and honesty in reporting possible violations; and
- Cooperate fully and truthfully in any internal or external investigation of possible violations.

Directors are required to comply with the relevant sections of the Code, which includes all sections, other than the following sections which are not applicable to service as a member of the Board of Directors: Sections 2.C., 2.D., 3.N., 3.P., 4.E. and 4.F.

2. B. Our Commitment to You

We recognize that FLIR must take action to ensure that the objectives of the Code are met. For our part, we assure you that:

- Anyone who communicates ethical concerns or reports suspected violations will be treated with respect;
- We will review and address issues that are raised in any complaint or report;
- Any communication from, and the identity of, a reporting individual will be treated confidentially to the greatest extent possible;
- FLIR will not take action against any reporting individual acting in good faith, and will protect that individual from retaliation.

2. C. How to Report a Concern or Violation

Concerns or suspected violations of the Code should be reported to your supervisor. If this isn't possible (if you suspect your supervisor of involvement in the violation), you should report the matter, either verbally or in writing, to the Human Resources (HR) Department, the Law Department or the Chief Executive Officer (CEO).

FLIR has established an anonymous, interactive on-line reporting system that is provided and managed by an outside, independent company that has no other relationship to FLIR. This system, provided by **Ethicspoint®**, allows you to report concerns or suspected violations, check on the progress of your report, answer or ask questions, seek advice, and respond to requests for information – while protecting your identity.

You may access this service via the FLIR intranet, by clicking on the “**Ethicspoint®**”

icon. You will then be brought to the secure FLIR site at **Ethicspoint®**, which describes FLIR policy regarding violations and good faith reporting requirements. Click on the "Make a Report" link and you will find the reporting screen where you may file your report, or seek advice. After you have completed the report, you will be given a "Report Key" to use with your chosen password for all future correspondence and updates.

Your anonymous report will go from **Ethicspoint®** to the Compliance Officers at FLIR who will respond to you promptly. When you login again with your password, you may be asked for additional details and information in order to fully investigate your claim. A response will be provided to all additional information provided by you. Your identity will be kept strictly confidential throughout this process, and not revealed to anyone at FLIR. You may check on the status of your report at any time by logging in with your password on the FLIR **Ethicspoint®** site.

2. D. Discipline for Compliance Violations

If it is determined that a violation of the Code or applicable laws, rules or regulations has taken place, disciplinary action will be taken against:

- **Any FLIR employee who violates** this Code, fails to report a violation, or withholds material information about a known violation;
- **The violator's supervisor(s)** and manager(s), where a **lack of leadership**, supervision, or diligence has directly or indirectly contributed to the violation; and
- Any supervisor or co-worker who attempts or **encourages retaliation** against a reporting individual.

In addition, anyone who makes a **false report** or deliberately distorts the truth is also subject to disciplinary action.

Discipline may also be imposed on individuals who, while not directly involved in the violation, may have authorized or participated in it. Depending on the nature and extent of the violation, discipline may include:

- reprimands and warnings;
- probation or suspension without pay;
- demotion;
- reduction in salary, bonus or other compensation;
- reimbursement to the Company or the Government for any resulting losses or damages;
- termination of employment.

3. COMMITMENT TO THE COMPANY AND ITS SHAREHOLDERS

3. A. Conduct in the Workplace

FLIR strives to maintain a cooperative, efficient work environment that is free from discrimination or harassment based on race, religion, gender, sexual orientation, national origin, disability, age, or other factors that are unrelated to FLIR's legitimate business interests. FLIR does not tolerate sexual advances, racial or religious slurs or any other comments or conduct in the workplace that creates, encourages or permits an offensive, unlawful, intimidating or inappropriate environment.

This commitment to a cooperative, efficient work environment extends to offsite locations where Company business is conducted, including social events. We expect all of our employees to share this commitment, and to exercise good judgment in conducting Company business. Please refer to the comprehensive FLIR *Employee Handbook* for detailed information on harassment and other workplace issues.

3. B. Compliance with Applicable Laws

FLIR requires that all employees, as well as representatives, distributors, agents, consultants and contractors, comply with all applicable laws, regulations, rules and regulatory orders. Given the significant international component of our business, FLIR places special emphasis on compliance with the *Foreign Corrupt Practices Act* (See Section 4 of this Code) and the *U.S. Export Control Act* (See the Global Trade Compliance Policy). Any individual located outside the U.S. or traveling abroad on Company business must understand and comply with applicable local laws and regulations.

As a U.S. Government Contractor, FLIR and all FLIR employees must comply with the U.S. Government's zero tolerance policy regarding trafficking in persons. To comply with this policy, FLIR and its employees are prohibited from (1) engaging in severe forms of trafficking in persons; (2) procuring commercial sex acts, whether legal or illegal and (3) using forced labor. Individuals who violate this policy will be subject to disciplinary action up to and including termination of employment or business relationship. This policy requires FLIR to notify the U.S. Government Contracting Officer immediately of any allegation it receives from any source that an individual has violated this policy. This includes activities undertaken while off-duty and off-site. FLIR's failure to comply with this policy could result in the termination of a U.S. Government contract. For more detailed information on this U.S. Government policy, please read the associated contract clause in the U.S. Government Federal Acquisition Regulation (FAR) Title 48 CFR 52.222-50 or contact FLIR's Law Department.

It is your responsibility to have sufficient understanding of the legal requirements applicable to your duties and responsibilities, and to seek assistance from the HR or Law Department where required.

3. C. Protection of Company Assets

You have a fiduciary responsibility to protect the equipment and assets of the Company. These assets include our physical assets and our valuable proprietary information, such as our intellectual property and our confidential information. You may not misappropriate, loan, sell or donate FLIR's assets without authorization. You are also responsible for the proper use of FLIR's assets, including inventory and equipment, and are required to safeguard them against loss, damage, or theft. FLIR assets should only be used for FLIR business purposes and may not be used for any other purpose without prior authorization. If you have any questions about this policy, please contact FLIR's Human Resources Department.

3. D. Use of Company Funds and Authority to Make Commitments

Use of Company Funds. Every FLIR employee is responsible for the funds over which he or she exercises control. You are required to take reasonable steps to ensure that these funds are used only for FLIR business purposes in an appropriate and authorized manner, and that accurate records of all expenditures are maintained and submitted in a timely manner. You may not use Company-guaranteed credit cards for any personal purpose. FLIR representatives, distributors, agents and contractors should not be allowed to control FLIR funds.

Authority to Make Commitments. Authority to enter into contracts and other commitments has been delegated to certain individuals within the Company. It is important that commitments not be made outside these processes. You should not make any oral or written commitments that create a new agreement or that will modify an existing FLIR agreement with a third party without approval consistent with delegation levels, from the appropriate FLIR department or division.

3. E. Maintenance of Accurate Records

FLIR is required by law to keep an accurate accounting of all financial transactions for its financial records, including payment of commissions, consulting or service fees, facilitating payments and gratuities.

FLIR has adopted policies and procedures to insure that we maintain complete and accurate books, records, and communications. If your duties include preparing business documents such as financial records, internal or external correspondence, memoranda, or any type of communication, you are expected to be complete, honest, and accurate. All disbursements and receipts must be properly and promptly recorded, and no undisclosed or unrecorded fund or asset may be established for any purpose. All Company funds must be retained in Company-directed accounts.

You may not falsify or destroy records in order to hide non-compliance or demonstrate compliance with the requirements of a contract or of any applicable law. Any inaccurate description of labor costs in FLIR's records is strictly prohibited, including time charges that do not reflect actual time worked.

Mislabeled or hidden transactions can result in civil and criminal liability for FLIR and the individual involved, including severe fines and lengthy imprisonment. (Please refer to the *Foreign Corrupt Practices Act* for full details). If you have any questions about the above, you should consult an appropriate supervisor, the Corporate Controller or the Law Department.

3. F. Accurate Disclosure to Shareholders

It is the duty of the Company's management to produce financial statements and periodic reports to our shareholders that fairly and accurately present the Company's financial condition and results of operations, and to make the timely disclosures needed to assess the financial and business condition of the Company.

If you are responsible for providing any aspect of this information, you must make sure that it is accurate, complete, objective, timely and understandable. In doing so, you must act in good faith, without misrepresenting or omitting facts, and in compliance with all federal, state and local rules and regulations, including rules promulgated by the Securities and Exchange Commission (SEC) and by state securities authorities. Any inaccurate or misrepresented information reported to the SEC, or the failure to provide required information, may subject FLIR and the individuals involved to civil and criminal penalties under the Sarbanes-Oxley Act.

FLIR has adopted disclosure controls to ensure that reports to our shareholders do not contain misleading or untrue information, including omissions of facts. Every person involved in the process of preparing reports to FLIR's shareholders must clearly understand their legal responsibilities under the Company's disclosure controls. If you have any questions about this, please contact an appropriate supervisor or the Law Department.

3. G. Conflicts of Interest

While our duties to FLIR do not prevent us from engaging in personal transactions and investments, we must take care to avoid situations that create a conflict of interest or the appearance of a conflict of interest. FLIR is subject to scrutiny from many different individuals and organizations, and we should always strive to avoid even the appearance of impropriety. What constitutes conflict of interest? It exists where the interests or benefits of one person or entity conflict with the interests or benefits of FLIR. The most common types of conflicts are discussed below, although you should be sensitive to other situations that could create a conflict of interest:

Outside Employment. With the exception of members of our Board of Directors, we expect our employees to devote their full attention to FLIR's business interests. Hence, you cannot engage in any activity that interferes with your performance or responsibilities, or is in conflict with or prejudicial to FLIR. For example, you can't be employed by us and at the same time work for a supplier, customer, distributor or competitor, nor can you be involved in advancing a competitor's position. Further, you must disclose any interest of yours that may conflict with the business of FLIR. If you have any questions about this requirement, contact your supervisor or the HR Department.

Outside Directorships. It is a conflict of interest to serve as a director of any company that competes with FLIR. You may serve as a director of a FLIR supplier, customer, distributor or other business partner only if you first obtain approval from the CEO. Any compensation you receive should be commensurate to your responsibilities. Serving as a director of a non-profit organization or charity does not violate this policy or require approval.

Business Interests. Before you invest in any customer, supplier, distributor or competitor of FLIR, especially if you are in a position to influence a decision relating to that entity, you must make sure that this investment does not compromise your responsibilities to FLIR. Any such investment requires the approval of FLIR's Chief Financial Officer (CFO). Factors you should consider are: the size and nature of the investment, both in absolute terms and in relation to your annual compensation; your ability to influence FLIR's decisions; your access to FLIR's or the other company's confidential information; and the nature of the relationship between FLIR and the other company. This does not apply to investments in mutual funds or in stocks of companies that merged into FLIR held by you as a former employee.

Receiving Gifts. Neither you nor any member of your family may solicit or accept from a customer, supplier, distributor or other business partner, money or a gift that could influence or could reasonably give the appearance of influencing FLIR's business relationship with that organization. You may accept a gift of nominal value when it is customarily offered to others having a similar relationship with the customer, supplier, distributor or other business partner. If you have any doubts, you should consult your supervisor or a member of FLIR's Law Department.

Related Party Transactions. As a rule, you should not conduct FLIR business with a family member or significant other, or with a business in which they have a key role. "Family members" include immediate family members, aunts, uncles, nieces, nephews, cousins, step relationships and in-laws. "Significant others" include persons with whom you share a household. Any dealings with a related party must be conducted so that no preferential treatment is given to this business.

If a related party transaction is unavoidable, it must be approved in writing by either the CEO or the Audit Committee. If you are involved in a proposed related party transaction, you must first disclose the nature of the proposed transaction in writing to the CEO. The CEO will either make a determination on whether the transaction is permissible or will refer the matter to the Audit Committee. In addition to reviewing transactions referred by the CEO, the Audit committee also reviews any related party transaction involving a director or officer. Significant related party transactions, including any involving FLIR's directors or officers, must also be reviewed and approved in writing in advance by the Board of Directors. FLIR is required to publicly disclose certain material related party transactions under applicable accounting rules and federal securities laws.

Other Situations. It would be impractical to list all possible situations in which a conflict of interest may arise. Hence it is your responsibility to use your best judgment to avoid all such transactions.

If you have doubts about whether an activity constitutes a conflict of interest, you should err on the side of caution and consult the Human Resources Department or the Law Department before taking any action.

3. H. Corporate Opportunities

Employees may not exploit opportunities discovered through the use of Company property, information or position, for their personal gain unless the opportunity is fully disclosed in writing to, and authorized by, FLIR's CEO. Employees are also prohibited from using Company property, information or position for personal gain.

3. I. Protection of Company Confidential Information

FLIR's confidential information is a valuable Company asset and may only be used for FLIR business purposes. By way of example, this includes product architectures, plans and road maps; names and lists of customers, dealers and employees; and financial and any other information designated as confidential. This information is owned by FLIR and may be protected by patent, trademark, copyright and trade secret laws. Every employee, as well as each representative, distributor, agent, consultant and contractor under contract with FLIR, has a duty to safeguard and refrain from disclosing confidential information. This includes securing and properly disposing of confidential information in accordance with FLIR's policy on maintaining and managing records. This obligation to protect and hold confidential FLIR proprietary information remains in effect while you are an employee and after you leave. If you have any questions regarding whether particular information is confidential FLIR information, you should seek assistance from your supervisor or the Law Department.

You should be careful to avoid inadvertent disclosure of confidential FLIR information. To avoid inadvertent disclosure, never discuss with any unauthorized person confidential information. You should not discuss confidential FLIR information even with authorized FLIR employees if you are in the presence of others who are not authorized, such as in a public place. You should also refrain from discussing any confidential FLIR information with family members or friends, who might innocently and unintentionally pass the information on to someone else.

Disclosure to Business Partners. Occasionally our confidential information may be disclosed to potential business partners. Any such disclosure should only be done after carefully considering its potential benefits and risks. If, together with your supervisor, you determine that disclosure of confidential information is necessary, you must first contact the Law Department to ensure that an appropriate nondisclosure agreement is signed prior to making the disclosure.

Requests by Regulatory Authorities. The Company and its employees, representatives, distributors, agents, consultants, and contractors must cooperate with all authorized government inquiries and investigations. However, even in this context it is important to protect FLIR's legal rights regarding confidential information. All government requests for information, documents or investigative interviews must be referred to FLIR's

Law Department, and no information may be disclosed without prior approval.

FLIR Spokespeople. FLIR has a Disclosure Compliance and Communications Policy regarding who may communicate with the press, the financial community, and the public. All inquiries from the press and financial analysts should be referred to the CEO. FLIR has designated its Chairman/CEO, CFO, Senior Vice President for Corporate Development, Senior Vice President and General Counsel and the Director, Investor Relations, as Company spokespeople. These designees and other individuals designated by them are the only people who may communicate with the press or the financial community. You should not make comments or postings about the Company's business in any Internet chat room, bulletin board or non-Company sponsored website or respond to comments or postings about the Company's business made by others in any other public forum absent express approval of one of the designated Company spokespeople.

3. J. Prohibition on Insider Trading

The securities laws apply to everyone. In the normal course of business, employees, representatives, distributors, agents, consultants, and contractors of FLIR may come into possession of material nonpublic information. Material nonpublic information is information which is not available to the general public and which could influence a reasonable investor to buy, sell or hold stock or other securities. While we cannot identify all categories of material nonpublic information, some examples include: information relating to FLIR's financial performance, major new product announcements, acquisitions or divestitures and other significant activities affecting FLIR. This information is the property of FLIR -- you have been entrusted with it. You may not profit from it by buying or selling securities yourself, or by passing on the information to others ("tipping").

FLIR maintains an Insider Trading and Disclosure Policy that you should review and understand prior to entering into **any transaction** involving the purchase or sale of FLIR stock. The Policy is available from the Law Department, and on the IntraFLIR website. The purpose of this policy is to inform you of your legal responsibilities, and to make clear that the misuse of sensitive information is contrary to both Company policy and the securities laws.

In reviewing the Insider Trading and Disclosure Policy, you should pay particular attention to the potential criminal and civil liability and/or disciplinary action for insider trading violations. These rules are strictly enforced, even when the amounts involved are very small. You should always contact FLIR's CFO or the Law Department if you are unsure of any aspect of the Insider Trading and Disclosure Policy.

We cannot emphasize strongly enough that insider trading is a serious crime punishable by severe fines and lengthy prison sentences. The SEC may also seek civil penalties against profits made or losses avoided from the trading, in addition to disgorging any profits. Finally, insider traders may be subjected to civil liability in private lawsuits. Employers and other controlling persons (including supervisory personnel) are also at risk under the U.S. securities laws.

Thus, it is important for all of us that insider trading violations NOT occur.

Directors, officers and certain designated employees and outsiders are subject to additional trading limitations that are set forth in the Insider Trading and Disclosure Policy. All questions regarding FLIR's Insider Trading Compliance Program should be directed to the CEO, the CFO or the Law Department.

3. K. Prohibition Against Short Selling of FLIR Stock

You may not trade in any interest or position relating to the future price of Company securities, such as a put, call or short sale, or any derivative instrument whose price is partly or wholly affected by changes in the Company's stock or other securities' prices. You may not conduct margin trades in the Company's securities or specifically pledge Company securities as covered collateral for a margin purchase. You may not establish or utilize a line of credit, loan or other financing mechanism in which Company securities are specifically pledged as covered collateral; provided, however, that this limitation shall not apply if the margin account permits the individual to designate Company securities as non-marginable and the Company securities are so designated.

3. L. Maintaining and Managing Records

FLIR's records must be maintained and disposed of properly, in accordance with established procedures and policies. FLIR is required by law to retain certain records and to follow specific guidelines in managing them. You are expected to know and understand retention policies that apply to all recorded information in your custody or control. These include paper documents, CDs, computer hard disks, email, floppy disks, microfiche, microfilm or all other media. Failure to comply with such guidelines can include civil and criminal penalties, and may subject the employee, agent or contractor to disciplinary action, up to and including termination of employment or business relationship.

3. M. Records on "Legal Hold"

A "legal hold" suspends all document destruction in order to preserve records under special circumstances, such as litigation or government investigations. FLIR's Law Department determines what types of records or documents should be under a legal hold, and will notify you if a hold is placed on records for which you are responsible. You must then preserve and protect the necessary records until our Law Department officially releases the legal hold in writing. If you are unsure whether a document has been placed under this status, you should preserve it while you check with the Law Department.

RECORDS OR SUPPORTING DOCUMENTS THAT HAVE BEEN PLACED UNDER A LEGAL HOLD MUST NOT BE DESTROYED, ALTERED OR MODIFIED UNDER ANY CIRCUMSTANCES BY ANY EMPLOYEE, OR ANY ENTITY OR PERSON UNDER THE CONTROL OF FLIR

Failure to comply can include civil and criminal penalties and may subject the employee to disciplinary action up to and including termination of employment or business relationship. If you have any questions about this policy, please contact the Law Department.

3. N. Product Integrity

Employees should at all times strive to deliver the highest quality of goods and services. FLIR will not deliver inferior goods to the U.S. or any foreign government, or any other customer. Employees should not allow the substitution of shoddy parts or reduced product performance. No employee may knowingly misrepresent the condition or status of products being prepared for inspection, testing, or delivery. We expect employees responsible for product testing to ensure that products are designed and manufactured to meet appropriate quality criteria and to provide accurate and sufficient documentation of all tests.

3. O. Political Contributions

FLIR reserves the right to communicate its position on important issues to elected representatives and other government officials. It is FLIR's policy to comply fully with all applicable laws, rules and regulations regarding political contributions. FLIR's funds or assets must not be used for, or be contributed to, political campaigns or political practices under any circumstances without the prior written approval of FLIR's CEO. In addition, subject to applicable law, any political contributions must be restricted to amounts in size sufficient to negate any impression that the contribution was made to gain special consideration for FLIR.

3. P. Drug-Free Workplace

FLIR has instituted and maintains a program for achieving a drug-free workplace. The use of illegal drugs is inconsistent with the law-abiding behavior expected of all citizens. Employees who use illegal drugs tend to be less productive, less reliable, and prone to absenteeism. The use of illegal drugs also results in the potential for increased cost, delay, and risk in the performance of a contract. Please refer to the Employee Handbook for rules and policies relating to this program.

4. COMMITMENT TO ETHICAL BUSINESS DEALINGS AND ANTI-CORRUPTION

FLIR has a commitment to use ethical business practices in its business dealings with third parties. You should take special care to treat all customers, public and private, honestly and fairly.

FLIR also conducts its business in compliance with all applicable federal, state, local and foreign anti-corruption laws and regulations. FLIR adheres to all antibribery laws. This means FLIR does not tolerate bribery in its dealings involving public officials or in private commercial transactions. Although some sections of this Code specifically address your conduct in transactions involving public officials, you should remember that FLIR does not tolerate illegal business practices of any kind, regardless of whether you are dealing with public officials or private parties.

4. A. Transactions Involving Public Officials

If you deal with any government or public agency, domestic or foreign, you must understand all applicable laws and regulations concerning the giving of money or things of value to public officials.

The general rule is that you are prohibited from giving money, gifts, gratuities or things of value to public officials, whether the officials are federal, state, local or foreign, in return for favorable treatment. In most jurisdictions, public officials are prohibited from accepting payments or gifts of value.

The term "public official" should be interpreted broadly to include any person acting on behalf of any government or government agency in an official function, regardless of whether they are employed by the government. The test is whether the person occupies a position of public trust with official government responsibilities. All members of the military are public officials.

There are some differences in the laws concerning U.S. public officials and foreign public officials with regard to the giving and acceptance of certain things of value, including entertainment, meals, gifts, gratuities, and the like. You must comply with the laws, regulations and rules of each government and jurisdiction in this regard. Some basic rules and guidelines are provided below.

Please consult your supervisor, or the Company's Law Department, for guidance and assistance.

4. B. Unlawful Payments to U.S. Public Officials

U.S. federal, state and local employees are prohibited from accepting entertainment, meals, gifts, gratuities or other things of value.

While extending business courtesies is part of building and maintaining business relationships, offering a benefit to a government employee or their family members may violate the law.

A FLIR employee who deals with a government agency is expected to know and abide by all applicable guidelines, and to exercise good judgment in evaluating the propriety of his or her own actions. Unless a proposed gift is clearly permitted under applicable laws and rules, you should assume the gift is prohibited.

The following inexpensive items may be offered to government employees and are not considered gratuities: (1) social courtesies, such as coffee, soft drinks, doughnuts, and refreshments as long as these items are not offered as part of a meal, (2) promotional items such as pens, mugs, mouse pads, or the like, and (3) presentation items such as cards, plaques, certificates and trophies. Specifically, the value of any single gift may never exceed \$20, nor may the total value of all gifts offered to one person exceed \$50 over the course of one year.

These rules may apply even where the business courtesy is based purely on a personal or social relationship, rather than on the position of the government employee. When in doubt, seek guidance from an appropriate supervisor or from FLIR's Law Department.

4. C. Unlawful Payments to Foreign Public Officials

The Foreign Corrupt Practices Act prohibits you from offering to give or giving money or anything of value to foreign public officials, political parties, political party officials, candidates for office and employees of certain public international organizations in return for obtaining or maintaining business or gaining a competitive advantage. Most foreign countries have similar laws. For further details, see the *Corporate Policy on U.S. Foreign Corrupt Practices Act Compliance*.

4. D. Unlawful Payments Through the Use of Third Party Intermediaries

It is also a violation of the Foreign Corrupt Practices Act to make any payments or give things of value to foreign public officials indirectly through third parties such as sales representatives, consultants and distributors. You cannot make any payment to a third party if you believe it is likely that all or a portion of the payment will be passed on to a foreign public official. For further details, see the *Corporate Policy on U.S. Foreign Corrupt Practices Act Compliance*.

4. E. Employment of Former U.S. Government Employees

FLIR prohibits discussing present or future employment with a federal worker who is involved in a procurement to which FLIR is a party without prior approval. Such approval will only be granted after the federal worker in question has taken certain actions as prescribed by federal law. In addition, many federal employees who participate in the procurement process are banned by law from accepting compensation as an employee, officer, director, or consultant of FLIR for one year or more after leaving federal employment.

FLIR screens the employment applications of current and former U.S. Government employees to evaluate each individual's eligibility for employment with FLIR. No employment should be discussed with such individuals until the eligibility assessment is completed by the Human Resources and Law Departments. If you have any information indicating that a federal employee in employment discussions with FLIR continues in a role that includes taking action regarding FLIR, you should immediately notify the Law Department. For further details, see the *Corporate Policy on Recruitment, Employment and Retention of Government Employees*.

4. F. Exchange of Information with Federal Employees

In federal procurement activities, FLIR prohibits its employees, and anyone acting on its behalf, from knowingly obtaining either (1) another contractor's bid or proposal information, or (2) source selection information before the award of a contract.

"Bid or proposal information" is information submitted to a federal agency in connection with a bid or proposal that relates to cost or pricing, indirect costs and direct labor rates, proprietary information about manufacturing processes, operations, or techniques, and any other information so marked by the contractor.

"Source selection information" is information not previously publicly disclosed that is prepared for use by a federal agency in evaluating a bid or proposal. It includes bid prices and proposed costs; source selection plans; technical evaluation plans; technical and cost or price evaluations of proposals; competitive range determinations identifying those proposals with a reasonable chance of being selected for award; rankings of bids, proposals, or competitors; reports and evaluations of selection panels, and other information so marked. If you are involved in federal procurement, you must understand the laws and the regulations of the agencies with which you are dealing. In case of uncertainty, you should consult an appropriate supervisor or FLIR's Law Department.

5. COMMITMENT TO ETHICAL DEALINGS WITH NON-GOVERNMENT PARTIES

You represent FLIR to our customers, potential customers and business partners. Always act in a manner that creates value for our customers and helps to build a relationship based on trust. FLIR employees have provided products and services for many years, and have built up significant goodwill that is one of our most important assets.

5. A. Prohibition on Kickbacks

FLIR prohibits its employees, officers, agents and anyone acting on its behalf from *offering, providing, soliciting, or receiving kickbacks in connection with government contracts and subcontracts.*

What is a kickback? A kickback is any money, fee, commission, gift, or the like which is given by a subcontractor or supplier to a contractor for the purpose of obtaining favorable treatment or an award in connection with the contract. In addition, you violate federal law and FLIR policy if you include, even indirectly, the amount of a kickback in the contract price charged by a subcontractor to a prime contractor (or higher-tier sub), or by a prime contractor to the U.S. Government.

FLIR prohibits the offer of any kickback to a prime contractor of the U.S. Government as an inducement to award a subcontract, or as an acknowledgment of the award of such a subcontract. Likewise, FLIR prohibits its employees and others acting on its behalf from accepting any such benefit from a subcontractor. FLIR maintains the integrity of the procurement process by providing our suppliers with an anti-kickback letter advising them of our policy.

Federal law establishes severe criminal, civil, and administrative penalties for giving or receiving a kickback, which can apply to individuals as well as to the Company. You are expected to thoroughly understand this policy, and to consult your supervisor or FLIR's Law Department with any questions. If you have any information indicating that a kickback is being considered or has been paid, you should immediately notify the Law Department.

5. B. Commissions, Percentages and Contingent Fee Payments to Outside Parties

FLIR prohibits the solicitation or payment of a commission to any outside party that is not an established commercial selling agency retained by FLIR, *when payment of the commission is contingent upon obtaining a U.S. Government contract.* Such payment subjects FLIR to severe potential penalties, including cancellation of the resulting contract. Therefore, you are required to obtain approval from FLIR's Law Department before offering or paying any commission to an outside party other than to an agent retained by FLIR. Commissions can only be paid when supported by a current contract.

5. C. Handling the Confidential Information of Others

FLIR has business relationships with many companies and individuals. Sometimes they will volunteer confidential information about their products or business plans to induce FLIR to enter into a relationship. At other times, we may ask that a third party provide us with confidential information in order to evaluate a potential business relationship. Whatever the situation, we expect you to handle the confidential information of others with integrity so as to maintain its confidentiality. Further, to avoid the risk of FLIR being accused of misappropriating or misusing someone's confidential or restricted information, the receipt of confidential or restricted information (including intangible information, such as software) must not take place until the terms of its use have been formally agreed to by FLIR and the other party in a written nondisclosure agreement approved by the Law Department. Once such an agreement is in place, you are expected to comply with the terms of that agreement.

5. D. Selecting Suppliers

FLIR's suppliers make significant contributions to our success, and must be confident that they will be treated ethically. Our policy is to purchase supplies based on need, quality, service, price, and terms and conditions. Under no circumstances should any FLIR employee, representative, distributor, agent, consultant, or contractor attempt to coerce suppliers in any way. Our suppliers are free to sell their products or services to any other party, including competitors, unless the agreement between the parties contains restrictions on sales.

6. LEGAL EFFECT

Nothing in this Code, or in any Company policy or procedure, or in any related communication creates or implies an employment contract or term of employment. Unless specifically agreed to in another writing or prescribed by applicable law, your employment remains at-will.

7. FURTHER REFERENCES

Additional Documents and References: You may need to refer to additional policies, guidelines, handbooks and other publications in order to further your understanding of some of the issues raised above. These documents can be found on the IntraFLIR Corporate Policies website under Export, Finance, Law, and Human Resources and include the Corporate Policy on *Foreign Corrupt Practices Act Compliance*, the *Global Trade Compliance Policy*, the Corporate Policy on *Recruitment, Employment and Retention of Government Employees*, the *Corporate Disclosure Compliance and Communications Policy* and the *FLIR Employee Handbook*.

8. ACKNOWLEDGEMENTS REQUIRED

All FLIR employees are required to sign the acknowledgment form attached to this Code (next page) and return it to Human Resources for inclusion in the personnel files. The Company will also require each employee to certify annually in writing that they have complied with this Code and that they are not aware of any violations, or have listed all violations of which they have knowledge.

9. AMENDMENT

This Code of Ethical Business Conduct for FLIR Operations Inside the U.S. may be amended or modified only by the Board of Directors of the Company.

10. EMPLOYEE RECEIPT AND ACKNOWLEDGEMENT

I am employee of FLIR and hereby certify that I have read and understand FLIR's Code of Ethical Business Conduct for FLIR Operations Inside the U.S. (the "Code").

I will comply with the policies set forth in the Code in all respects. I acknowledge that it is also my responsibility to ensure that those reporting to me comply with the Code.

I understand and agree that my continuing compliance with the Code and Company policies is a specific condition of my employment with FLIR. I am aware that my participation in any conduct that violates the Code will subject me to disciplinary action, including dismissal. As of the date below, I am not aware of any actions by me or by any other employee or person associated with FLIR that have violated the Code.

If I have any question regarding the Code as it applies to any business activity in which I am engaged or of which I become aware, I will consult with an appropriate supervisor or FLIR's Law Department.

Signature: _____

Print Name: _____

Date: _____

PLEASE sign and cut this page along dotted line and return to HR Department.