

AGREEMENT

This Agreement is entered into as of January 2nd of 2003, (hereinafter referred to as "EFFECTIVED DATE"), by and between Wika Alexander Wiegand Gmbh & Co. KG, with office located at Alexander Wiegand Strasse, Klingenberg 63911, Germany, registered in the register of commerce of Amtsgericht Aschaffenburg under the number HRA1819 (hereinafter referred to as "WIKA") and YAMATAKE Europe nv, a company incorporated under the laws of Belgium, with registered offices at Bosdellestraat 120/2, B-1933 Zaventem (Sterrebeek), Belgium, registered in the register of commerce of Brussels under the number 649724.

WITNESSETH

WHEREAS, WIKA desires to distribute and sell certain products of YAMATAKE in certain countries; and

WHEREAS, YAMATAKE is willing to sell such products on following conditions;

NOW THEREFORE, in consideration of the premises and covenants set forth below, the parties hereto agree as follows:

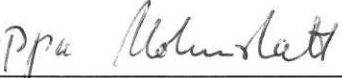
1. When WIKA places YAMATAKE with an order for certain products of YAMATAKE which are listed in Appendix A attached hereto (hereinafter the "PRODUCTS"), YAMATAKE will sell them to WIKA in accordance with the standard general terms and conditions of YAMATAKE described in Appendix B attached hereto (hereinafter "Terms and Conditions of Sales") unless otherwise stipulated in this Agreement. Yamatake agreed to extend the warranty period for the PRODUCTS from 12 months to 24 months from Japan shipping date. In the event of conflict, or inconsistency, the terms of this Agreement shall prevail over the Terms and Conditions of Sales.
2. WIKA shall distribute and sell the PRODUCTS within certain countries which are listed in Appendix C attached hereto (hereinafter the "TERRITORY"), unless otherwise agreed upon by the parties hereof.
3. All deliveries from YAMATAKE to WIKA shall be shipped CIF Frankfurt Germany, as defined by INCOTERMS, 2000 edition, unless otherwise agreed upon between the parties in writing. Transfer price of the PRODUCTS from YAMATAKE to WIKA shall be defined in YAMATAKE/WIKA price list.

4. WIKA will not appoint agents concerning the PRODUCTS, without YAMATAKE's prior written consent. In case of such consent, WIKA remains wholly responsible for the actions or inactions of agent appointed by it.
5. YAMATAKE shall provide WIKA with a reasonable quantity of advertising, sales promotion and technical materials available to YAMATAKE, free of charge. YAMATAKE shall permit WIKA to use, reproduce and/or translate such materials in connection with the distribution and sales promotion of the PRODUCTS in the TERRITORY. WIKA shall bear any and all costs of translation and reproduction of such materials.
6. Whenever WIKA shall make reference to its relationship with YAMATAKE, whether in advertising or otherwise, WIKA shall describe its relationship only as an independent product sales WIKA of YAMATAKE. Any other use by WIKA of YAMATAKE's tradename, trademark, trade secrets or other intellectual property or any other tradenames or trademarks associated with the PRODUCTS must be previously approved in writing by a duly authorized officer of YAMATAKE. WIKA shall not use the name "YAMATAKE" or any other product names and/or trademarks, or any other combination thereof, alone or in combination with other words, in connection with any product which has not been supplied by YAMATAKE.
7. WIKA payment terms are Net Thirty (30) days from date of invoice. In the event of non-payment of the entire amount of the price on its due date, late interests will be due to YAMATAKE, without any notice of default being required. The late interests amount to 1.5% of the Price for each commenced month that this payment is late. Interests will be accrued.
8. This Agreement becomes effective as of the date written above and continues in full force and effect for a term of twelve (12) months.
9. The WIKA understands and acknowledges that subsidiaries and/or affiliated companies of Yamatake may be subject to all applicable laws and regulations of Japan, with respect to the export and use of the Products, services and/or technology sourced from Japan. Yamatake and the WIKA will comply in all respects with all applicable laws and regulations of Japan, Belgium and Germany to the extent they may apply to the performance of this Agreement. Without limiting the generality of the foregoing, the WIKA will not sell, re-export, deliver, transfer the Products, service or technology, directly or indirectly, to any entity related to the design, development, production, stock-piling or use of chemical, biological or nuclear weapons or missiles, or military use.

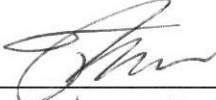
10. If either party hereto should breach any material obligation hereunder, the injured party may serve written notice to the defaulting party, specifying the respect in which such party has breached this Agreement. If such breach is not remedied within fourteen (14) days after said notice, the injured party may, by written notice to the defaulting party, terminate this Agreement, effective immediately. Upon termination of this Agreement, each party shall perform all obligations incurred prior to the termination date.
11. The validity, construction and performance of this agreement will be governed by the laws of Belgium, without regard to any conflict of laws provisions or any distribution provisions that solely apply to the Belgian territory. All disputes arising out of or in connection with this agreement will be finally settled under the Rules of Arbitration of the International Chamber of Commerce, edition 1998, by three (3) arbitrators appointed in accordance with the said Rules. The place of the arbitration will be Brussels, Belgium, and the arbitration will be conducted in the English language.
12. This arbitration clause does not prevent the Parties from seeking conservatory measures or injunctive relief before the relevant courts, if, in the reasonable belief of such Party, the requested measure or relief is essential for the safeguarding of its legitimate interests under this agreement. For claims based on unpaid invoices, Yamatake may choose not to bring such claim to arbitration, in which case he has the option to bring such claim before the courts of his own registered office or the courts of the registered offices of the WIKA.
13. Unless otherwise provided herein, this Agreement may not be changed, waived, discharged, or terminated orally, but only by a written document signed by duly authorized officers of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and duplicate to be executed in English by their duly authorized representatives.

Wika Alexander Wiegand Gmbh & Co. KG


By: Dr. Maria Hoheustat
Title: Director Company Division PI
Date: Feb 26, 2003

Yamatake Europe NV


By: Tetsuya Karasawa
Title: Managing Director
Date: 21 Feb 03'

Appendix A

Description of the PRODUCTS

ST3000 series 900 Smart differential, Gage and Absolute Pressure transmitters:

STD910

STD920

STD930

STD921/931

STG940

STG960

STG981

STA923

STA940

Appendix B

TERMS AND CONDITIONS OF SALES

See additional pages

Appendix C

Territory

1°) Europe except

- Italy
- Greece
- Turkey
- Baltics
- Poland
- Czech Republic
- Slovakia
- Hungary
- Romania
- Former Yugoslavia
- Bulgaria

2°) South Africa

WIKA PROPOSAL FOR PRESSURE TRANSMITTER

21-Feb-03

Model Number	Reference Price (Euro)	Price in Euro (CIF Frankfurt)			
		500 - 999 58%	1000 - 1999 60%	2000 - 4999 61%	5000 - more 62%
STD920-E1N-00000-7-D7	946	397.32	378.40	368.94	359.48
STD920-E1N-00000-P7-D7	1027	431.34	410.80	400.53	390.26
STD930-E1N-00000-7-D7	1025	430.50	410.00	399.75	389.50
STD930-E1N-00000-P7-D7	1106	464.52	442.40	431.34	420.28
STD931-E1T-00000-7-D7	1657	695.94	662.80	646.23	629.66
STD931-E1T-00000-P7-D7	1738	729.96	695.20	677.82	660.44
STG940-E1A-00000-7-D7	926	388.92	370.40	361.14	351.88
STG960-E1A-00000-7-D7	926	388.92	370.40	361.14	351.88
STG981-E1T-00000-7-D7	1314	551.88	525.60	512.46	499.32
STA923-E1A-00000-7-D7	1365	573.30	546.00	532.35	518.70
STA940-E1A-00000-7-D7	1365	573.30	546.00	532.35	518.70



CONFIDENTIAL DISCLOSURE AGREEMENT

Between WIKA Alexander Wiegand GmbH & Co. KG, ("WIKAI"),
Alexander-Wiegand-Straße 30, 63911 Klingenberg/Main
Germany

and Yamatake Corporation, 2-12-19, Shibuya, Shibuya-ku, Tokyo 150-8316,
Japan, acting through its subsidiary, Yamatake Europe N.V., Bosdellestraat
120/2, 1933 Zaventem (Sterrebeek) Belgium
(collectively "Yamatake").

The parties to the agreement intend to discuss a reseller agreement or a future OEM agreement including a private label option. In the course of this discussion it will be necessary to exchange technical information which is regarded as company secrets or company know-how.

In order to be able to discuss technical details frankly prior to the conclusion of the contract, the following will be agreed:

WIKAI desires to receive and understand certain proprietary information from Yamatake regarding the ST3000 Series 900 Smart Pressure Transmitters for the purpose of evaluating an OEM relationship or other types of business relationship ("Purpose").

Both Yamatake and WIKAI agree that any information received by WIKAI from Yamatake shall be governed as follows:

1. PROPRIETARY INFORMATION: "Proprietary Information" as used herein shall mean any documents, commercial or technical information, know-how and data disclosed hereunder to WIKAI by Yamatake in writing, in drawing or in any other way that is marked "CONFIDENTIAL", "PROPRIETARY" or with words of similar meaning. The Proprietary Information shall include oral information reduced to writing and appropriately marked within thirty (30) days after such information was disclosed. Information shall not be deemed proprietary and WIKAI shall have no obligation with respect to any such information which:

- (i) Is already known to WIKAI; or
- (ii) Is or becomes publicly known through no wrongful act of WIKAI; or
- (iii) Is rightfully received from a third party without restriction and without breach of this Agreement; or
- (iv) Is independently developed by WIKAI without breach of this Agreement; or
- (v) Is furnished to a third party by Yamatake without a similar restriction on the third party's rights; or
- (vi) Is approved for release by the written authorization of Yamatake.

2. NON-DISCLOSURE: For a period of ten (10) years from the date of reception of the Proprietary Information, WIKAI shall not disclose any Proprietary Information that WIKAI receives from Yamatake that is marked or indicated to be CONFIDENTIAL, PROPRIETARY or STRICTLY PRIVATE or INTERNAL DATA to any other person, firm or corporation. WIKAI shall use the same degree of care to avoid publication or use of such information as WIKAI employs with respect to its own information of like importance which it does not desire to have published or disclosed.

3. LIMITATION OF DISCLOSURE: WIKA agrees to limit disclosure of Proprietary Information to only those of its officers and employees who have a strict need-to-know such Proprietary Information for the sole purpose of performing the Purpose and then only after such officers and employees have undertaken by employment agreement or otherwise to comply with the obligations undertaken by WIKA hereunder.

4. NON-USE: WIKA shall not use, in whole or in part, of Proprietary Information for any purpose other than discharging the Purpose, without the prior written consent of Yamatake during the period of time such information is to be treated as proprietary under the foregoing provisions of this Agreement.

5. RETURN OF THE PROPRIETARY INFORMATION: WIKA shall return all documents and information containing the Proprietary Information upon Yamatake's request.

6. LIABILITY: If Yamatake suffers any loss or damage due to breach of this Agreement by WIKA or any of its officers or employees, WIKA shall compensate Yamatake for such a loss or damage. WIKA acknowledges that it is impossible to measure fully in money the injury that would be caused in the event of a breach or threatened breach of any of the provisions of this Agreement. Yamatake shall be entitled to seek injunctive relief to enforce the provisions of this Agreement, without prejudice to any other remedy that Yamatake may have at law or in equity.

7. GOVERNING LAW AND ARBITRATION: The validity, construction and performance of this Agreement will be governed by the laws of Belgium, without regard to any conflict of laws provisions or any distribution provisions that solely apply to the Belgian territory. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, edition 1998, by three (3) arbitrators appointed in accordance with the said Rules. The place of the arbitration will be Brussels, Belgium, and the arbitration will be conducted in the English language.

Klingenberg,

Japan

WIKA Alexander Wiegand GmbH & Co. KG

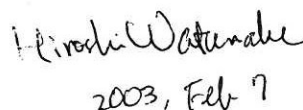
Yamatake Corporation

Signature



Feb. 26, 2003

Signature



2003, Feb 7