

hereunder. Nothing in this Agreement is intended to relieve or discharge the obligation of any third Person to (or to confer any right of subrogation or action over against) any party to this Agreement.

Section 13.4 Expenses. Except as set forth in this Agreement, whether or not the Asset Purchase is consummated, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. If the Asset Purchase is consummated all sales, transfer, deed, duties, stamp, notary public and other similar taxes, duties and transfer fees applicable to the transactions contemplated by this Agreement shall be shared equally by and between Buyer and Seller.

Section 13.5 Notices. Except as provided in Sections 2.8 and 8.11, all notices and other communications hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally, sent by documented overnight delivery service or, to the extent receipt is confirmed, telecopy, telefax or other electronic transmission service to the appropriate address or number as set forth below. Notices to Seller shall be addressed to:

Pneumo Abex Corporation
Liberty Lane
Hampton, NH 03842
Attention: President
Telecopy Number: (603) 929-2248

with a copy to:

Pneumo Abex Corporation
Liberty Lane
Hampton, NH 03842
Attention: General Counsel
Telecopy Number: (603) 929-2409

and a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Eric S. Robinson, Esq.
Telecopy Number: (212) 403-2000

or at such other address and to the attention of such other Person as Seller may designate by written notice to Buyer