SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

SCHEDULE 14D-1
TENDER OFFER STATEMENT
PURSUANT TO SECTION 14(d)(1)
OF THE SECURITIES EXCHANGE ACT OF 1934

VITRONICS CORPORATION
(NAME OF SUBJECT COMPANY)

DTI INTERMEDIATE, INC.
DOVER TECHNOLOGIES INTERNATIONAL, INC.
DOVER CORPORATION
(BIDDERS)

COMMON STOCK, PAR VALUE $.01 PER SHARE
(TITLE OF CLASS OF SECURITIES)

928503 10 1
(CUSIP NUMBER OF CLASS OF SECURITIES)

ROBERT A. LIVINGSTON
VICE PRESIDENT
DOVER TECHNOLOGIES INTERNATIONAL, INC.
ONE MARINE MIDLAND PLAZA
EAST TOWER, SIXTH FLOOR
BINGHAMTON, NEW YORK 13901
(607) 773-2290
(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON AUTHORIZED TO RECEIVE NOTICES AND COMMUNICATIONS ON BEHALF OF BIDDER)

Copy to:

ROBERT J. SMITH, ESQ.
COUGHLIN & GERHART, LLP
ONE MARINE MIDLAND PLAZA
EAST TOWER, EIGHTH FLOOR
BINGHAMTON, NEW YORK 13901
(607) 723-9511

CALCULATION OF FILING FEE

TRANSACTION VALUATION* $19,759,947.00
AMOUNT OF FILING FEE $3,952.00

*FOR PURPOSES OF CALCULATING FEE ONLY. This amount assumes the purchase of 9,856,572 outstanding shares of common stock of Vitronics Corporation and 543,400 shares of common stock of Vitronics Corporation which may be issued upon exercise of outstanding options and warrants, in each case, at $1.90 in cash per share. The amount of the filing fee calculated in accordance with Regulation 240.0-11 of the Securities Exchange Act of 1934, as amended, equals 1/50 of one percentum of the value of shares to be purchased.

[ ] Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

AMOUNT PREVIOUSLY PAID: NOT APPLICABLE.
FORM OR REGISTRATION NO.: NOT APPLICABLE.
FILING PARTY: NOT APPLICABLE.

CUSIP No. 928503 10 1

	NAMES OF REPORTING PERSONS	
1	S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS DTI Intermediate, Inc.	
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) [ ]
2		(b) [ ]
	SEC USE ONLY	
3		
	SOURCE OF FUNDS	
4	AF	
	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED	
5	PURSUANT TO ITEMS 2(e) or 2(f)	[ ]
	CITIZENSHIP OR PLACE OF ORGANIZATION	
6	Delaware	
	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING	
7	PERSON 0	
	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (7) EXCLUDES	
8	CERTAIN SHARES	[ ]
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (7)	
9	0	
	TYPE OF REPORTING PERSON	
10	CO	

14D-1

CUSIP No. 928503 10 1		
	NAMES OF REPORTING PERSONS	
1	S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS	
	Dover Technologies International, Inc.	
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) [ ]
2		(b) [ ]
	SEC USE ONLY	
3		
	SOURCE OF FUNDS	
4		
	AF	
	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED	
5	PURSUANT TO ITEMS 2(e) or 2(f)	[ ]
	CITIZENSHIP OR PLACE OF ORGANIZATION	
6		
	Delaware	
	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING	
7	PERSON	
	0	
	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (7) EXCLUDES	
8	CERTAIN SHARES	[ ]
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (7)	
9		
	0	
	TYPE OF REPORTING PERSON	
10		
	CO	

14D-1

CUSIP No. 928503 10 1

	NAMES OF REPORTING PERSONS	
1	S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS	
	Dover Corporation	
	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) [ ]
2		(b) [ ]
	SEC USE ONLY	
3		
	SOURCE OF FUNDS	
4		
	WC	
	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED	
5	PURSUANT TO ITEMS 2(e) or 2(f)	[ ]
	CITIZENSHIP OR PLACE OF ORGANIZATION	
6		
	Delaware	
	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING	
7	PERSON	
	0	
	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (7) EXCLUDES	
8	CERTAIN SHARES	[ ]
	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (7)	
9		
	0	
	TYPE OF REPORTING PERSON	
10		
	CO	

TENDER OFFER

This Tender Offer Statement on Schedule 14D-1 (this "Statement") relates to the offer by DTI Intermediate, Inc., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of Dover Technologies International, Inc., a Delaware corporation ("Dover Technologies"), an indirect wholly owned subsidiary of Dover Corporation, a Delaware corporation ("Dover"), to purchase all of the outstanding shares of Common Stock, par value $.01 per share (the "Common Stock"), of Vitronics Corporation, a Massachusetts corporation (the "Company") at $1.90 per share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase dated September 9, 1997 (the "Offer to Purchase"), a copy of which is attached hereto as Exhibit (a)(1) and in the related Letter of Transmittal, a copy of which is attached hereto as Exhibit (a)(2) (which together constitute the "Offer").

ITEM 1. SECURITY AND SUBJECT COMPANY.

(a) The name of the subject company is Vitronics Corporation and the address of its principal executive offices is 1 Forbes Road, Newmarket Industrial Park, Newmarket, New Hampshire 03857.

(b) The class of securities to which this Statement relates is the Common Stock, par value $.01 per share of the Company. As of September 3, 1997, there were 9,856,572 shares issued and outstanding and there were outstanding options to purchase an aggregate of 543,400 shares. Purchaser is seeking to purchase all of the outstanding shares at a purchase price of $1.90 per share, net to the seller in cash.

(c) The information set forth in "Section 6-Price Range of the Shares; Dividends on the Shares" of the Offer to Purchase is incorporated herein by reference.

ITEM 2. IDENTITY AND BACKGROUND.

(a)-(d), (g) The information set forth in the "INTRODUCTION" and "Section 9-Certain Information Concerning the Purchaser, Dover Technologies and Dover Corporation" of the Offer to Purchase is incorporated herein by reference. The name, business address, present principal occupation or employment, the material occupations, positions, offices or employments for the past five years and citizenship of each director and executive officer of the Purchaser, Dover Technologies and Dover and the name, principal business and address of any corporation or other organization in which such occupations, positions, offices and employments are or were carried on are set forth in Schedule I of the Offer to Purchase and incorporated herein by reference.

(e)-(f) During the last five years neither the Purchaser, Dover Technologies or Dover nor, to the best knowledge of the Purchaser, Dover Technologies and Dover, any of the persons listed in Schedule I of the Offer to Purchase have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which any such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

ITEM 3. PAST CONTACTS, TRANSACTIONS OR NEGOTIATIONS WITH THE SUBJECT COMPANY.

(a)(1) Other than the transactions described in Item 3(b) below, neither the Purchaser, Dover Technologies nor Dover, or, to the best knowledge of the Purchaser, Dover Technologies and Dover, any of the persons listed in Schedule I of the Offer to Purchase, has entered into any transaction with the Company, or any of the Company's affiliates which are corporations, since the commencement of the Company's third full fiscal year preceding the date of this Statement, the aggregate amount of which was equal to or greater than one percent of the consolidated revenues of the Company for (i) the fiscal year in which such transaction occurred or (ii) the portion of the current fiscal year which has occurred if the transaction occurred in such year.

(a)(2) Other than the transactions described in Item 3(b) below, neither the Purchaser, Dover Technologies nor Dover, or, to the best knowledge of the Purchaser, Dover Technologies and Dover, any of the

persons listed in Schedule I of the Offer to Purchase, has entered into any transaction since the commencement of the Company's third full fiscal year preceding the date of this Statement, with the executive officers, directors or affiliates of the Company which are not corporations, in which the aggregate amount involved in such transaction or in a series of similar transactions, including all periodic installments in the case of any lease or other agreement providing for periodic payments or installments, exceeded $40,000.

(b) The information set forth in the "INTRODUCTION", "Section 9-Certain Information Concerning the Purchaser, Dover Technologies and Dover Corporation", "Section 11-Background of the Offer; Purpose of the Offer and the Merger; the Merger Agreement and Certain Other Agreements" and "Section 12-Plans for the Company; Other Matters" of the Offer to Purchase is incorporated herein by reference.

ITEM 4. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a)-(b) The information set forth in "Section 10-Source and Amount of Funds" of the Offer to Purchase is incorporated herein by reference.

(c) Not applicable.

ITEM 5. PURPOSE OF THE TENDER OFFER AND PLANS OR PROPOSALS OF THE BIDDER.

(a)-(e) The information set forth in the "INTRODUCTION", "Section 11-Background of the Offer; Purpose of the Offer and the Merger; the Merger Agreement and Certain Other Agreements" and "Section 12-Plans for the Company; Other Matters" of the Offer to Purchase is incorporated herein by reference.

(f)-(g) The information set forth in "Section 7-Effect of the Offer on the Market for the Shares; Stock Listing; Exchange Act Registration; Margin Regulations" of the Offer to Purchase is incorporated herein by reference.

ITEM 6. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a)-(b) The information set forth in "Section 9-Certain Information Concerning the Purchaser, Dover Technologies and Dover Corporation" of the Offer to Purchase is incorporated herein by reference.

ITEM 7. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO THE SUBJECT COMPANY'S SECURITIES.

The information set forth in the "INTRODUCTION", "Section 10-Source and Amount of Funds", "Section 11-Background of the Offer; Purpose of the Offer and the Merger; the Merger Agreement and Certain Other Agreements", "Section 12-Plans for the Company; Other Matters" and "Section 16-Fees and Expenses" of the Offer to Purchase is incorporated herein by reference.

ITEM 8. PERSONS RETAINED, EMPLOYED OR TO BE COMPENSATED.

The information set forth in "Section 16-Fees and Expenses" of the Offer to Purchase is incorporated herein by reference.

ITEM 9. FINANCIAL STATEMENTS OF CERTAIN BIDDERS.

The bidder's financial condition is not material to a decision by a security holder of the Subject Company whether to sell, tender or hold securities being sought in the tender offer and therefore financial information concerning the bidder is not provided.

ITEM 10. ADDITIONAL INFORMATION.

(a) Except as disclosed in Items 3 and 7 above, there are no present or proposed material contracts, arrangements, understandings or relationships between the Purchaser, Dover Technologies or Dover, or to the best knowledge of the Purchaser, Dover Technologies and Dover, any of the persons listed in Schedule I of the

Offer to Purchase, and the Company, or any of its executive officers, directors, controlling persons or subsidiaries.

(b)-(c) The information set forth in the "INTRODUCTION", "Section 14-Conditions of the Offer" and "Section 15-Certain Legal Matters" of the Offer to Purchase is incorporated herein by reference.

(d) The information set forth in "Section 7-Effect of the Offer on the Market for the Shares; Stock Listing; Exchange Act Registration; Margin Regulations" and "Section 15-Certain Legal Matters" of the Offer to Purchase is incorporated herein by reference.

(e) None.

(f) The information set forth in the Offer to Purchase and the Letter of Transmittal, to the extent not otherwise incorporated herein by reference, is incorporated herein by reference.

ITEM 11. MATERIALS TO BE FILED AS EXHIBITS.

(a)(1) Offer to Purchase dated September 9, 1997.
(a)(2) Letter of Transmittal with respect to the Shares.
(a)(3) Letter, dated September 9, 1997, from Morrow & Co., Inc. to Brokers, Dealers, Banks, Trust Companies and Other Nominees.
(a)(4) Letter for use by Brokers, Dealers, Banks, Trust Companies and Nominees to their Clients.
(a)(5) Notice of Guaranteed Delivery with respect to the Shares.
(a)(6) Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
(a)(7) Press Release issued by Dover Technologies and the Company dated September 3, 1997.
(a)(8) Form of Summary Advertisement dated September 9, 1997.
(b) None.
(c)(1) Agreement and Plan of Merger, dated as of September 3, 1997, by and among Dover Technologies, the Purchaser and the Company.
(c)(2) Letter Agreement between James Manfield, Jr. and Dover Technologies dated September 3, 1997.
(d) None.
(e) Not applicable.
(f) None.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify the information set forth in this statement is true, complete and correct.

Date: September 9, 1997

DTI INTERMEDIATE, INC.

By: /s/ JOHN E. POMEROY

John E. Pomeroy, President

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify the information set forth in this statement is true, complete and correct.

Date: September 9, 1997

DOVER TECHNOLOGIES INTERNATIONAL, INC.

By: /s/ JOHN E. POMEROY

John E. Pomeroy, President

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify the information set forth in this statement is true, complete and correct.

Date: September 9, 1997

DOVER CORPORATION

By: /s/ JOHN E. POMEROY

John E. Pomeroy, Vice President

INDEX TO EXHIBITS

EXHIBIT NUMBER	EXHIBIT
(a)(1)	Offer to Purchase dated September 9, 1997
(a)(2)	Letter of Transmittal with respect to the Shares
(a)(3)	Letter, dated September 9, 1997, from Morrow & Co., Inc. to Brokers, Dealers, Banks, Trust Companies and Other Nominees
(a)(4)	Letter for use by Brokers, Dealers, Banks, Trust Companies and Nominees to their Clients
(a)(5)	Notice of Guaranteed Delivery with respect to the Shares
(a)(6)	Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9
(a)(7)	Press Release jointly issued by Dover Technologies and the Company dated September 3, 1997
(a)(8)	Form of Summary Advertisement dated September 9, 1997
(b)	None.
(c)(1)	Agreement and Plan of Merger, dated as of September 3, 1997, by and among Dover Technologies, the Purchaser and the Company
(c)(2)	Letter Agreement between James J. Manfield, Jr. and Dover Technologies dated September 3, 1997.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
VITRONICS CORPORATION
BY
DTI INTERMEDIATE, INC.
A WHOLLY OWNED SUBSIDIARY OF
DOVER TECHNOLOGIES INTERNATIONAL, INC.
AN INDIRECT WHOLLY OWNED SUBSIDIARY OF
DOVER CORPORATION
AT
$1.90 NET PER SHARE

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON OCTOBER 6, 1997, UNLESS THE OFFER IS EXTENDED.

THE OFFER IS BEING MADE PURSUANT TO AN AGREEMENT AND PLAN OF MERGER DATED AS OF SEPTEMBER 3, 1997 AMONG DOVER TECHNOLOGIES INTERNATIONAL, INC., DTI INTERMEDIATE, INC. AND VITRONICS CORPORATION. THE BOARD OF DIRECTORS OF VITRONICS CORPORATION HAS UNANIMOUSLY APPROVED THE MERGER AGREEMENT, THE OFFER AND THE MERGER AND DETERMINED THAT THE TERMS OF THE OFFER AND THE MERGER ARE FAIR TO, AND IN THE BEST INTERESTS OF, THE SHAREHOLDERS OF VITRONICS CORPORATION, AND UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, (I) THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER, THAT NUMBER OF SHARES WHICH REPRESENTS AT LEAST SIXTY-SIX AND TWO-THIRDS PERCENT (66 2/3%) OF THE SHARES OUTSTANDING ON A FULLY DILUTED BASIS AND (II) THE OTHER CONDITIONS SET FORTH IN THIS OFFER TO PURCHASE. SEE SECTION 14.

IMPORTANT

Any shareholder who desires to tender all or any portion of such shareholder's Shares (as defined herein) should either (i) complete and sign the Letter of Transmittal (or facsimile thereof) in accordance with the instructions in the Letter of Transmittal, mail or deliver it and any other required documents to the Depositary (as defined herein) and either deliver the certificates for such Shares to the Depositary or tender such Shares pursuant to the procedures for book-entry transfer set forth in Section 3 or (ii) request such shareholder's broker, dealer, commercial bank, trust company or other nominee to effect the transaction for such shareholder. Any shareholder whose Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee to tender such Shares.

Any shareholder who desires to tender Shares and whose certificates representing such Shares are not immediately available, or who cannot comply with the procedures for book-entry transfer on a timely basis, may tender such Shares by following the procedures for guaranteed delivery set forth in Section 3.

Questions and requests for assistance may be directed to the Information Agent at its location and telephone number set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery may be directed to the Information Agent, the Depositary, or to brokers, dealers, commercial banks or trust companies. A shareholder also may contact brokers, dealers, commercial banks or trust companies for assistance concerning the Offer.

September 9, 1997

TABLE OF CONTENTS

To the Holders of Common Stock of
Vitronics Corporation:

INTRODUCTION

DTI Intermediate, Inc., a Delaware corporation (the "Purchaser") and a wholly owned direct subsidiary of Dover Technologies International, Inc., a Delaware corporation ("Dover Technologies"), an indirect wholly owned subsidiary of Dover Corporation, a Delaware corporation ("Dover Corporation"), hereby offers to purchase all of the outstanding shares (the "Shares") of Common Stock, par value $.01 per share (the "Common Stock") of Vitronics Corporation, a Massachusetts corporation (the "Company"), at $1.90 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which, together with any amendments or supplements hereto or thereto, collectively constitute the "Offer"). Tendering shareholders will not be obligated to pay brokerage fees or commissions or, except as set forth in Instruction 6 of the Letter of Transmittal, transfer taxes on the purchase of Shares pursuant to the Offer. The Purchaser will pay all fees and expenses incurred in connection with the Offer of The Bank of New York ("Bank"), which is acting as the Depositary (the "Depositary"), and Morrow & Co., Inc., which is acting as the Information Agent (the "Information Agent").

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER, THAT NUMBER OF SHARES WHICH REPRESENTS AT LEAST SIXTY-SIX AND TWO-THIRDS PERCENT (66 2/3%) OF THE SHARES OUTSTANDING ON A FULLY DILUTED BASIS (THE "MINIMUM CONDITION"). SEE SECTION 14. As used in this Offer to Purchase, "fully diluted basis" takes into account issued and outstanding Shares and Shares subject to issuance under outstanding options. The Company has informed the Purchaser that, as of September 3, 1997, there were 9,856,572 Shares issued and outstanding, and there were outstanding options to purchase an aggregate of 543,400 Shares. The Merger Agreement provides, among other things, that the Company will not, without the prior written consent of Dover Technologies, issue any additional Shares (except on the exercise of outstanding options and warrants). Based on the foregoing and giving effect to the exercise of all outstanding options, the Purchaser believes that the Minimum Condition will be satisfied if 6,933,315 Shares are validly tendered and not withdrawn prior to the expiration of the Offer.

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of September 3, 1997 (the "Merger Agreement"), by and among Dover Technologies, the Purchaser and the Company pursuant to which, as soon as practicable after the completion of the Offer and satisfaction or waiver, if permissible, of all conditions to the Merger (as defined below), (i) at the election of Dover Technologies, the Company may be merged with and into the Purchaser and the separate corporate existence of the Company will thereupon cease, or (ii) at the election of Dover Technologies, the Purchaser may be merged with and into the Company and the separate corporate existence of the Purchaser will cease. The merger, as effected pursuant to clause (i) or (ii) of the immediately preceding sentence, is referred to herein as the "Merger," and such of the Purchaser or the Company as is the surviving corporation of the Merger is sometimes herein referred to as the "Surviving Corporation." At the effective time of the Merger (the "Effective Time"), each Share then outstanding (other than Shares held by Dover Technologies, the Purchaser or any other wholly owned subsidiary of Dover Technologies and Shares held by shareholders who perfect their dissenters' rights under Massachusetts law) will be converted into the right to receive $1.90 in cash or any higher price per Share paid in the Offer. The Merger Agreement is more fully described in Section 11.

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY APPROVED THE MERGER AGREEMENT, THE OFFER AND THE MERGER AND DETERMINED THAT THE TERMS OF THE OFFER AND THE MERGER ARE FAIR TO, AND IN THE BEST INTERESTS OF, THE COMPANY'S SHAREHOLDERS, AND UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES.

Scott-Macon Securities, Inc., the Company's financial advisor ("Scott-Macon"), has delivered to the Company's Board of Directors its written opinion to the effect that the consideration to be received by the public shareholders of the Company in the Offer and the Merger is fair to such shareholders from a financial point of view as of the date of delivery of that opinion. Such opinion is set forth in full as an exhibit to the

Company's Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") that is being mailed to shareholders of the Company.

The Merger Agreement provides that, except as otherwise provided therein, following satisfaction or waiver, if permissible, of the conditions to the Offer and subject to the terms and conditions thereof, the Purchaser will accept for payment, in accordance with the terms of the Offer, all Shares validly tendered and not withdrawn pursuant to the Offer as soon as it is permitted to do so pursuant to applicable law. The Offer will not remain open following the time Shares are accepted for payment.

Consummation of the Merger is conditioned upon, among other things, the approval and adoption by the requisite vote of shareholders of the Company of the Merger Agreement, if required by applicable law in order to consummate the Merger. See Section 12. Under the Massachusetts General Laws, Chapter 156B Massachusetts Business Corporation Law ("Corporations Code"), except as otherwise provided below, the affirmative vote of two-thirds of the outstanding shares of Common Stock is required to approve the Merger Agreement and the Merger.

Under Section 82 of the Corporations Code, if a corporation owns at least 90% of the outstanding shares of each class of another corporation, the corporation holding such stock may merge such other corporation into itself without any action or vote on the part of the shareholders upon a vote of its directors (a "short-form merger"). In the event that Dover Technologies, the Purchaser and any other subsidiaries of Dover Technologies acquire in the aggregate at least 90% of the Shares, pursuant to the Offer or otherwise, then, at the election of Dover Technologies, a short-form merger could be effected without any approval of the shareholders of the Company upon a vote of the Board of Directors of the Company, subject to compliance with the provisions of Section 82 of the Corporations Code. Even if Dover Technologies, the Purchaser and the other subsidiaries of Dover Technologies do not own 90% of the outstanding Shares following consummation of the Offer, Dover Technologies and the Purchaser could seek to purchase additional shares in the open market or otherwise in order to reach the 90% threshold and employ a short-form merger. The per share consideration paid for any Shares so acquired may be greater or less than that paid in the Offer. Dover Technologies does presently intend to effect a merger, whether or not it acquires 90% or more of the Shares.

THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION AND SHOULD BE READ IN THEIR ENTIRETY BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

THE OFFER

1. TERMS OF THE OFFER.

Upon the terms and subject to the conditions of the Offer, the Purchaser will accept for payment and pay for all Shares validly tendered prior to the Expiration Date and not theretofore withdrawn in accordance with Section 4 of this Offer to Purchase. The term "Expiration Date" shall mean 12:00 Midnight, New York City time, on October 6, 1997, unless and until the Purchaser, in accordance with the terms of the Merger Agreement, shall have extended the period of time for which the Offer is open, in which event the term "Expiration Date" shall mean the latest time and date at which the Offer, as so extended by the Purchaser, shall expire.

The Offer is conditioned upon, among other things, the satisfaction of the Minimum Condition and the expiration or termination of all waiting periods imposed by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations thereunder (the "HSR Act"). See Section 14. If such conditions are not satisfied prior to the Expiration Date, the Purchaser reserves the right (but shall not be obligated) to (i) decline to purchase any of the Shares tendered and terminate the Offer, subject to the terms of the Merger Agreement, (ii) waive any of the conditions to the Offer, to the extent permitted by applicable law and the provisions of the Merger Agreement, and, subject to complying with applicable rules and regulations of the Securities and Exchange Commission (the "Commission"), purchase all Shares validly tendered or (iii) subject to the terms of the Merger Agreement, extend the Offer and, subject to the right of

shareholders to withdraw Shares until the Expiration Date, retain the Shares which will have been tendered during the period or periods for which the Offer is extended.

Subject to the terms of the Merger Agreement, the Purchaser expressly reserves the right, in its sole discretion, at any time or from time to time, (i) to extend the period of time during which the Offer is open and thereby delay acceptance for payment of, and the payment for, any Shares, by giving oral or written notice of such extension to the Depositary and (ii) to amend the Offer in any respect (including, without limitation, by decreasing or increasing the consideration offered in the Offer (the "Offer Price") to holders of Shares and/or by decreasing the number of Shares being sought in the Offer), by giving oral or written notice of such amendment to the Depositary. The rights reserved by the Purchaser in this paragraph are in addition to the Purchaser's rights to terminate the Offer as described in Section 14. Any extension, amendment or termination will be followed as promptly as practicable by public announcement thereof, the announcement in the case of an extension to be issued no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date in accordance with the public announcement requirements of Rule 14d-4(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Without limiting the obligation of the Purchaser under such Rule or the manner in which the Purchaser may choose to make any public announcement, the Purchaser currently intends to make announcements by issuing a release to the Dow Jones News Service. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE PURCHASE PRICE TO BE PAID BY THE PURCHASER FOR THE SHARES, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING SUCH PAYMENT.

The Merger Agreement provides that the Purchaser will not amend or waive the Minimum Condition and will not decrease the Offer Price or decrease the number of Shares sought, or amend any other condition of the Offer in any manner adverse to the holders of the Shares without the written consent of the Company; provided, however, that if on the initial scheduled Expiration Date of the Offer, which is twenty business days after the date the Offer is commenced, all conditions to the Offer shall not have been satisfied or waived, the Purchaser may, from time to time, in its sole discretion, extend the Expiration Date for one or more periods not to exceed thirty business days in the aggregate. Notwithstanding the foregoing, the Merger Agreement provides that the Purchaser may extend the Offer as it reasonably deems necessary to comply with any legal or regulatory requirements, including the HSR Act. Furthermore, under the terms of the Merger Agreement, if, immediately prior to the Expiration Date, the Shares tendered and not withdrawn equal more than 75% but less than 90% of the outstanding Shares, the Purchaser may extend the Offer for a period not to exceed twenty business days, notwithstanding that all conditions to the Offer may have been satisfied. The Merger Agreement further provides, however, that in no event may the Offer be extended beyond the date of termination of the Merger Agreement, and either party has the right to terminate the Merger Agreement if the Offer is not completed by November 21, 1997.

If the Purchaser extends the Offer, or if the Purchaser (whether before or after its acceptance for payment of Shares) is delayed in its purchase of or payment for Shares or is unable to pay for Shares pursuant to the Offer for any reason, then, without prejudice to the Purchaser's rights under the Offer, the Depositary may retain tendered Shares on behalf of the Purchaser, and such Shares may not be withdrawn except to the extent tendering shareholders are entitled to withdrawal rights as described in Section 4. However, the ability of the Purchaser to delay the payment for Shares which the Purchaser has accepted for payment is limited by Rule 14e-l(c) under the Exchange Act, which requires that a bidder pay the consideration offered or return the securities deposited by or on behalf of holders of securities promptly after the termination or withdrawal of the Offer.

If the Purchaser makes a material change in the terms of the Offer or the information concerning the Offer or waives a material condition of the Offer, the Purchaser will disseminate additional tender offer materials and extend the Offer to the extent required by Rules 14d-4(c), 14d-6(d) and 14e-1 under the Exchange Act. The minimum period during which the Offer must remain open following material changes in the terms of the Offer or information concerning the Offer, other than a change in price or a change in percentage of securities sought, will depend upon the facts and circumstances then existing, including the relative materiality of the changed terms or information. In a public release, the Commission has stated that in its view an offer must remain open for a minimum period of time following a material change in the terms of

the Offer and that waiver of a material condition, such as the Minimum Condition, is a material change in the terms of the Offer. The release states that an offer should remain open for a minimum of five business days from the date a material change is first published, sent or given to security holders and that, if material changes are made with respect to information not materially less significant than the offer price and the number of shares being sought, a minimum of ten business days may be required to allow adequate dissemination and investor response. The requirement to extend the Offer will not apply to the extent that the number of business days remaining between the occurrence of the change and the then-scheduled Expiration Date equals or exceeds the minimum extension period that would be required because of such amendment. As used in this Offer to Purchase, "business day" has the meaning set forth in Rule 14d-1 under the Exchange Act.

The Company has provided the Purchaser with the Company's shareholder lists and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase and the related Letter of Transmittal will be mailed by the Purchaser to record holders of Shares and will be furnished by the Purchaser to brokers, dealers, banks and similar persons whose names, or the names of whose nominees, appear on the shareholder lists or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

2. ACCEPTANCE FOR PAYMENT AND PAYMENT.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), the Purchaser will accept for payment and will pay, promptly after the Expiration Date, for all Shares validly tendered prior to the Expiration Date and not properly withdrawn in accordance with Section 4. All determinations concerning the satisfaction of such terms and conditions will be within the Purchaser's discretion, which determinations will be final and binding. See Sections 1 and 14. The Purchaser expressly reserves the right, in its sole discretion, to delay acceptance for payment of or payment for Shares in order to comply in whole or in part with any applicable law, including, without limitation, the HSR Act. Any such delays will be effected in compliance with Rule 14e-l(c) under the Exchange Act (relating to a bidder's obligation to pay the consideration offered or return the securities deposited by or on behalf of holders of securities promptly after the termination or withdrawal of such bidder's offer).

In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates for such Shares (or a timely Book-Entry Confirmation (as defined below) with respect thereto), (ii) a Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, or, in the case of a book-entry transfer, an Agent's Message (as defined below), and (iii) any other documents required by the Letter of Transmittal. The per Share consideration paid to any shareholder pursuant to the Offer will be the highest per Share consideration paid to any other shareholder pursuant to the Offer.

For purposes of the Offer, the Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares properly tendered to the Purchaser and not withdrawn as, if and when the Purchaser gives oral or written notice to the Depositary of the Purchaser's acceptance for payment of such Shares. Payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary, which will act as agent for tendering shareholders for the purpose of receiving payment from the Purchaser and transmitting payment to tendering shareholders. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE PURCHASE PRICE TO BE PAID BY THE PURCHASER FOR THE SHARES, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING SUCH PAYMENT.

If the Purchaser is delayed in its acceptance for payment of, or payment for, Shares or is unable to accept for payment or pay for Shares pursuant to the Offer for any reason, then, without prejudice to the Purchaser's rights under the Offer (including such rights as are set forth in Sections 1 and 14) (but subject to compliance with Rule 14e-1(c) under the Exchange Act), the Depositary may, nevertheless, on behalf of the Purchaser, retain tendered Shares, and such Shares may not be withdrawn except to the extent tendering shareholders are entitled to exercise, and duly exercise, withdrawal rights as described in Section 4.

If any tendered Shares are not purchased pursuant to the Offer for any reason, certificates for any such Shares will be returned, without expense to the tendering shareholder (or, in the case of Shares delivered by book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility (as defined below) pursuant to the procedures set forth in Section 3, such Shares will be credited to an account maintained at the Book-Entry Transfer Facility), as promptly as practicable after the expiration or termination of the Offer.

The Purchaser reserves the right to transfer or assign, in whole or in part, to Dover Technologies or to one or more direct or indirect wholly owned subsidiaries of Dover Technologies, the right to purchase Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve the Purchaser of its obligations under the Offer and will in no way prejudice the rights of tendering shareholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

3. PROCEDURE FOR TENDERING SHARES.

Valid Tender. For Shares to be validly tendered pursuant to the Offer, either (i) a properly completed and duly executed Letter of Transmittal (or facsimile thereof), together with any required signature guarantees, or in the case of a book-entry transfer, an Agent's Message, and any other required documents, must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date and either certificates for tendered Shares must be received by the Depositary at one of such addresses or such Shares must be delivered pursuant to the procedures for book-entry transfer set forth below (and a Book-Entry Confirmation received by the Depositary), in each case, prior to the Expiration Date or (ii) the tendering shareholder must comply with the guaranteed delivery procedures set forth below.

The Depositary will establish an account with respect to the Shares at The Depository Trust Company (the "Book-Entry Transfer Facility") for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in the Book-Entry Transfer Facility's systems may make book-entry delivery of Shares by causing the Book-Entry Transfer Facility to transfer such Shares into the Depositary's account in accordance with the Book-Entry Transfer Facility's procedure for such transfer. However, although delivery of Shares may be effected through book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility, the Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, or an Agent's Message, and any other required documents must, in any case, be transmitted to, and received by, the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date, or the tendering shareholder must comply with the guaranteed delivery procedures described below. The confirmation of a book-entry transfer of Shares into the Depositary's account at the Book-Entry Transfer Facility as described above is referred to herein as a "Book-Entry Confirmation." DELIVERY OF DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY IN ACCORDANCE WITH SUCH BOOK-ENTRY TRANSFER FACILITY'S PROCEDURES DOES NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

The term "Agent's Message" means a message transmitted by the Book-Entry Transfer Facility to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, which states that such Book-Entry Transfer Facility has received an express acknowledgment from the participant in such Book-Entry Transfer Facility tendering the Shares that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Purchaser may enforce such agreement against the participant.

THE METHOD OF DELIVERY OF SHARES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH THE BOOK-ENTRY TRANSFER FACILITY, IS AT THE ELECTION AND RISK OF THE TENDERING SHAREHOLDER. SHARES WILL BE DEEMED DELIVERED ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

Signature Guarantees. No signature guarantee is required on the Letter of Transmittal (i) if the Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Section, includes any participant in the Book Entry Transfer Facility's systems whose name appears on a security position listing as

the owner of the Shares) of Shares tendered therewith and such registered holder has not completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal or (ii) if such Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Security Transfer Agent's Medallion Program, the New York Stock Exchange Medallion Signature Guarantee Program or the Stock Exchange Medallion Program (each, an "Eligible Institution" and, collectively, "Eligible Institutions"). In all other cases, all signatures on Letters of Transmittal must be guaranteed by an Eligible Institution. See Instructions 1 and 5 to the Letter of Transmittal. If the certificates for Shares are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made, or certificates for Shares not tendered or not accepted for payment are to be returned, to a person other than the registered holder of the certificates surrendered, then the tendered certificates for such Shares must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name or names of the registered holders or owners appear on the certificates, with the signatures on the certificates or stock powers guaranteed as aforesaid. See Instructions 1 and 5 to the Letter of Transmittal.

Guaranteed Delivery. If a shareholder desires to tender Shares pursuant to the Offer and such shareholder's certificates for Shares are not immediately available or the procedures for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach the Depositary prior to the Expiration Date, such shareholder's tender may be effected if all the following conditions are met:

(i) such tender is made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by the Purchaser, is received by the Depositary, as provided below, prior to the Expiration Date; and

(iii) the certificates for (or a Book-Entry Confirmation with respect to) such Shares, together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees, or, in the case of a book-entry transfer, an Agent's Message, and any other required documents are received by the Depositary within three trading days after the date of execution of such Notice of Guaranteed Delivery. A "trading day" is any day on which the New York Stock Exchange is open for business.

The Notice of Guaranteed Delivery may be delivered by hand to the Depositary or transmitted by telegram, facsimile transmission or mail to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery.

Notwithstanding any other provision hereof, payment for Shares accepted for payment pursuant to the Offer will in all cases be made only after timely receipt by the Depositary of (i) certificates for (or a timely Book-Entry Confirmation with respect to) such Shares, (ii) a Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, or, in the case of a book-entry transfer, an Agent's Message, and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering shareholders may be paid at different times depending upon when certificates for Shares or Book-Entry Confirmations with respect to Shares are actually received by the Depositary. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE PURCHASE PRICE TO BE PAID BY THE PURCHASER FOR THE SHARES, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING SUCH PAYMENT.

The valid tender of Shares pursuant to one of the procedures described above will constitute a binding agreement between the tendering shareholder and the Purchaser upon the terms and subject to the conditions of the Offer.

Appointment. By executing the Letter of Transmittal as set forth above, the tendering shareholder will irrevocably appoint designees of the Purchaser, and each of them, as such shareholder's attorneys-in-fact and proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of such shareholder's rights with respect to the Shares tendered by such shareholder and accepted for payment by the Purchaser and with respect to any and all other Shares or other securities or rights issued or issuable in respect of such Shares. All such proxies will be considered coupled with an interest in the tendered

Shares. Such appointment will be effective when, and only to the extent that, the Purchaser accepts for payment Shares tendered by such shareholder as provided herein. Upon such appointment, all prior powers of attorney, proxies and consents given by such shareholder with respect to such Shares or other securities or rights will, without further action, be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given by such shareholder (and, if given, will not be deemed effective). The designees of the Purchaser will thereby be empowered to exercise all voting and other rights with respect to such Shares and other securities or rights, including, without limitation, in respect of any annual, special or adjourned meeting of the Company's shareholders, actions by written consent in lieu of any such meeting or otherwise, as they in their sole discretion deem proper. The Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon the Purchaser's acceptance for payment of such Shares, the Purchaser must be able to exercise full voting, consent and other rights with respect to such Shares and other related securities or rights, including voting at any meeting of shareholders.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tender of Shares will be determined by the Purchaser, in its sole discretion, which determination will be final and binding. The Purchaser reserves the absolute right to reject any or all tenders of any Shares determined by it not to be in proper form or the acceptance for payment of, or payment for which may, in the opinion of the Purchaser's counsel, be unlawful. The Purchaser also reserves the absolute right, in its sole discretion, subject to the provisions of the Merger Agreement, to waive any of the conditions of the Offer or any defect or irregularity in the tender of any Shares of any particular shareholder, whether or not similar defects or irregularities are waived in the case of other shareholders. No tender of Shares will be deemed to have been validly made until all defects or irregularities relating thereto have been cured or waived. None of the Purchaser, Dover Technologies, Dover Corporation, the Depositary, the Information Agent, or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. The Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding.

Backup Withholding. In order to avoid "backup withholding" of U.S. federal income tax on payments of cash pursuant to the Offer, a shareholder surrendering Shares in the Offer must, unless an exemption applies, provide the Depositary with such shareholder's correct taxpayer identification number ("TIN") on a Substitute Form W-9 and certify under penalties of perjury that such TIN is correct and that such shareholder is not subject to backup withholding. If a shareholder does not provide such shareholder's correct TIN or fails to provide the certifications described above, the Internal Revenue Service may impose a penalty on such shareholder and payment of cash to such shareholder pursuant to the Offer may be subject to backup withholding of 31%. All shareholders surrendering Shares pursuant to the Offer should complete and sign the main signature form and the Substitute Form W-9 included as part of the Letter of Transmittal to provide the information and certification necessary to avoid backup withholding (unless an applicable exemption exists and is proved in a manner satisfactory to the Purchaser and the Depositary). Certain shareholders (including, among others, all corporations and certain foreign individuals and entities) are not subject to backup withholding. Foreign shareholders, if exempt, should complete and sign the main signature form and a Form W-8, Certificate of Foreign Status, a copy of which may be obtained from the Depositary, in order to avoid backup withholding. See Instruction 9 to the Letter of Transmittal.

4. WITHDRAWAL RIGHTS.

Except as otherwise provided in this Section 4, tenders of Shares are irrevocable. Shares tendered pursuant to the Offer may be withdrawn pursuant to the procedures set forth below at any time prior to the Expiration Date and, unless theretofore accepted for payment and paid for by the Purchaser pursuant to the Offer, may also be withdrawn at any time after November 17, 1997.

For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase and must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of the Shares to be withdrawn, if different from the name of the person who tendered the Shares. If certificates for Shares have been delivered or otherwise

identified to the Depositary, then, prior to the physical release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary and, unless such Shares have been tendered by an Eligible Institution, the signatures on the notice of withdrawal must be guaranteed by an Eligible Institution. If Shares have been delivered pursuant to the procedures for book-entry transfer as set forth in Section 3, any notice of withdrawal must also specify the name and number of the account at the appropriate Book-Entry Transfer Facility to be credited with the withdrawn Shares and otherwise comply with such Book-Entry Transfer Facility's procedures. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, withdrawn Shares may be retendered by again following one of the procedures described in Section 3 any time prior to the Expiration Date.

All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by the Purchaser, in its sole discretion, which determination will be final and binding. None of the Purchaser, Dover Technologies, Dover Corporation, the Depositary, the Information Agent, or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

5. CERTAIN FEDERAL INCOME TAX CONSEQUENCES.

The receipt of cash for Shares pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes and also may be a taxable transaction under state, local or foreign tax laws. In general, a shareholder who tenders Shares in the Offer or receives cash in exchange for Shares in the Merger will recognize gain or loss for federal income tax purposes equal to the difference, if any, between the amount of cash received and the shareholder's tax basis in the Shares sold. Gain or loss will be determined separately for each block of Shares (i.e., Shares acquired at the same time and price) exchanged pursuant to the Offer or the Merger. Such gain or loss generally will be capital gain or loss if the Shares disposed of were held as capital assets by the shareholder, and will be long-term capital gain or loss if the Shares disposed of were held for more than one year at the date of sale.

A shareholder of Shares who perfects such shareholder's dissenter's rights, if any, under the Corporations Code probably will recognize gain or loss at the Effective Time in an amount equal to the difference between the "amount realized" and such shareholder's adjusted tax basis of such Shares. For this purpose, although there is no authority to this effect directly on point, the amount realized generally should equal the trading value per share of the Shares at the Effective Time. Ordinary interest income and/or capital gain (or capital loss, assuming that the Shares were held as capital assets) should be recognized by such shareholder at the time of actual receipt of payment, to the extent that such payment exceeds (or is less than) the amount realized at the Effective Time.

The foregoing summary constitutes a general description of certain U.S. federal income tax consequences of the Offer and the Merger without regard to the particular facts and circumstances of each shareholder of the Company and is based on the provisions of the Internal Revenue Code of 1986, as amended, Treasury Department Regulations issued pursuant thereto and published rulings and court decisions in effect as of the date hereof, all of which are subject to change, possibly with retroactive effect. Special tax consequences not described herein may be applicable to certain shareholders subject to special tax treatment (including, but not limited to, insurance companies, tax-exempt organizations, financial institutions or broker dealers, foreign shareholders and shareholders who have acquired their Shares pursuant to the exercise of employee stock options or otherwise as compensation). ALL SHAREHOLDERS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO SPECIFIC TAX EFFECTS APPLICABLE TO THEM OF THE OFFER AND THE MERGER, INCLUDING THE APPLICABILITY AND EFFECT OF THE ALTERNATIVE MINIMUM TAX AND ANY STATE, LOCAL AND FOREIGN TAX LAWS.

6. PRICE RANGE OF THE SHARES; DIVIDENDS ON THE SHARES.

The Shares are traded on the American Stock Exchange ("AMEX") under the symbol "VTC". The following table sets forth, for each of the calendar years indicated, the high and low reported sales price per Share on the AMEX based on published financial sources.

	SALES PRICE	
	HIGH	LOW
1995		
First Quarter	2 3/16	1 5/16
Second Quarter	1 11/16	1 3/16
Third Quarter	3 7/16	1 1/2
Fourth Quarter	3	2 3/16
1996		
First Quarter	2 7/8	1 15/16
Second Quarter	2 9/16	1 13/16
Third Quarter	2	1 3/8
Fourth Quarter	1 5/8	1
1997		
First Quarter	1 7/16	7/8
Second Quarter	1	3/4

On September 2, 1997, the last full trading day prior to the first public announcement of the Purchaser's intention to commence the Offer, the last reported sales price of the Shares on the AMEX was $1 3/8 per Share. SHAREHOLDERS ARE URGED TO OBTAIN A CURRENT MARKET QUOTATION FOR THE SHARES.

The Company has advised the Purchaser that the Company has never declared or paid any cash dividends on its capital stock.

7. EFFECT OF THE OFFER ON THE MARKET FOR THE SHARES; STOCK LISTING; EXCHANGE ACT REGISTRATION; MARGIN REGULATIONS.

Market for the Shares. The purchase of Shares pursuant to the Offer will reduce the number of holders of Shares and the number of Shares that might otherwise trade publicly and, depending upon the number of Shares so purchased, could adversely effect the liquidity and market value of the remaining Shares held by the public.

Stock Listing. Depending upon the number of Shares purchased pursuant to the Offer, and the aggregate market value and per share price of any Shares not purchased pursuant to the Offer, the Shares may no longer meet the standards for continued inclusion on the AMEX. According to the AMEX's published guidelines, AMEX would consider delisting such Shares if, among other things, the number of public holders of such Shares should fall below 300, the number of publicly held Shares (exclusive of holdings of officers, directors, their immediate families and other concentrated holdings of 10% or more ("AMEX Excluded Holdings")) should fall below 200,000 or the aggregate market value of publicly held Shares (exclusive of AMEX Excluded Holdings) should fall below $1,000,000. If as a result of the purchase of the Shares pursuant to the Offer or otherwise, the Shares no longer meet the requirements of the AMEX for continued listing and the Shares are no longer listed, the market for the Shares could be adversely affected.

In the event the Shares should no longer be listed or traded on the AMEX, it is possible that the Shares would continue to trade in the over-the-counter market and that price quotations might still be available from other sources. The extent of the public market for the Shares and availability of such quotations would, however, depend upon the number of holders of Shares remaining at such time, the interest in maintaining a market in the Shares on the part of securities firms, the possible termination of registration under the Exchange Act, as described below, and other factors.

The Company has advised that as of July 30, 1997, there were approximately 3,107 holders of record of Shares including 2,171 shareholders holding Shares in "street names". According to information provided by the Company, as of July 30, 1997, there were 9,856,572 Shares outstanding. If, as a result of the purchase of Shares pursuant to the Offer or otherwise, the Company does not meet the requirements for continued inclusion in the AMEX and the Shares are no longer included in the AMEX, as the case may be, the market for Shares could be adversely affected.

Exchange Act Registration. The Shares currently are registered under the Exchange Act. Registration of the Shares under the Exchange Act may be terminated upon application of the Company to the Commission if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by the Company to its shareholders and to the Commission and would make certain provisions of the Exchange Act, such as the short-swing profit recovery provisions of Section 16(b), the requirement of furnishing a proxy statement pursuant to Section 14(a) in connection with shareholders' meetings and the related requirement of furnishing an annual report to shareholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions, no longer applicable to the Company. Furthermore, the ability of "affiliates" of the Company and persons holding "restricted securities" of the Company to dispose of such securities pursuant to Rule 144 or Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), may be impaired or eliminated. If registration of the Shares under the Exchange Act were terminated, the Shares would no longer be "margin securities" or be eligible for continued listing on any stock exchange. The Purchaser may seek to cause the Company to apply for termination of registration of the Shares under the Exchange Act as soon after the completion of the Offer as the requirements for such termination are met.

If registration of the Shares is not terminated prior to the Merger, then the Shares will be delisted from the AMEX and the registration of the Shares under the Exchange Act will be terminated following the consummation of the Merger.

Margin Regulations. The Shares presently are "margin securities" under the regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which status has the effect, among other things of allowing brokers to extend credit on the collateral of such securities. Depending upon factors similar to those described above regarding listing and market quotations, it is possible that, following the Offer, the Shares would no longer constitute "margin securities" for the purposes of the margin regulations of the Federal Reserve Board and therefore could no longer be used as collateral for loans made by brokers.

If registration of the Shares under the Exchange Act were terminated, the Shares would no longer be "margin securities."

8. CERTAIN INFORMATION CONCERNING THE COMPANY.

General. The information concerning the Company contained in this Offer to Purchase, including that set forth below under the caption "Selected Financial Information," has been furnished by the Company or has been taken from or based upon publicly available documents and records on file with the Commission and other public sources. Neither Dover Technologies, Dover Corporation nor the Purchaser assumes responsibility for the accuracy or completeness of the information concerning the Company contained in such documents and records or for any failure by the Company to disclose events which may have occurred or may affect the significance or accuracy of any such information but which are unknown to Dover Technologies or the Purchaser.

According to the Company's 10-K, for the year ended December 31, 1996 the Company is engaged in designing, engineering, manufacturing and marketing state-of-the-art thermal processing systems for soldering surface mount devices to printed circuit boards and cleaning of the finished assembly. The Company's customers are captive and contract manufacturers of medium to high reliability printed circuit boards. The Company produces several lines of solder reflow ovens used primarily in the final step of attachment of surface mounted devices to printed circuit boards. Using similar technology, the Company has also produced systems for attaching hybrid circuits to ceramic substrates and for curing epoxies and adhesives used in bonding applications by the electronic industries. The Company is a Massachusetts corporation with its principal executive offices at 1 Forbes Road, Newmarket, New Hampshire 03857. The telephone number of the Company at such offices is (603) 659-6550.

Selected Financial Information. Set forth below is certain selected consolidated financial information with respect to the Company, excerpted or derived from the Company's 1996 Annual Report to Shareholders

and its Quarterly Reports on Form 10-Q for the six months ended June 29, 1996 and June 29, 1997, all filed with the Commission pursuant to the Exchange Act.

More comprehensive financial information is included in such reports and in other documents filed by the Company with the Commission. The following summary is qualified in its entirety by reference to such reports and other documents and all of the financial information (including any related notes) contained therein. Such reports and other documents may be inspected and copies may be obtained from the Commission in the manner set forth below.

VITRONICS CORPORATION

SELECTED CONSOLIDATED FINANCIAL INFORMATION
(DOLLARS IN THOUSANDS, EXCEPT PER SHARE DATA)

	SIX MONTHS ENDED		FISCAL YEARS ENDED		
	JUNE 29, 1997	JUNE 29, 1996	DECEMBER 31, 1996	DECEMBER 31, 1995	DECEMBER 31, 1994
OPERATING DATA:					
Net sales	$ 10,703	$ 12,066	$ 22,708	$ 23,525	$ 17,346
Operating income (loss)	589	856	1,236	2,334	798
Net income (loss)	365	518	802	2,775	602
Net income (loss) per share (primary)	0.04	0.05	0.08	0.30	0.08
Net income (loss) per share (fully diluted)	0.04	0.05	0.08	0.27	0.07
BALANCE SHEET DATA (AT END OF PERIOD):					
Working capital	$ 5,941	$ 5,977	$ 5,585	$ 5,505	$ 2,676
Total assets	10,085	9,763	9,763	10,246	6,052
Total liabilities	3,579	3,588	3,588	4,342	4,324
Shareholders' equity	6,506	6,175	6,175	5,904	1,728

Available Information. The Company is subject to the informational filing requirements of the Exchange Act and, in accordance therewith, is obligated to file reports, proxy statements and other information with the Commission relating to its business, financial condition and other matters. Information as of particular dates concerning the Company's directors and officers, their remuneration, options granted to them, the principal holders of the Company's securities and any material interests of such persons in transactions with the Company is required to be disclosed in proxy statements distributed to the Company's shareholders and filed with the Commission. Such reports, proxy statements and other information should be available for inspection at the public reference facilities of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549, and at the regional offices of the Commission located at Seven World Trade Center, Suite 1300, New York, NY 10048 and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, IL 60661. Copies of such information should be obtainable by mail, upon payment of the Commission's customary charges, by writing to the Commission's principal office at 450 Fifth Street, N.W., Washington, D.C. 20549. The Commission also maintains a website at http://www.sec.gov that contains reports, proxy statements and other information. Such material should also be available for inspection at the offices of the AMEX, located at 86 Trinity Place, 7th Floor, New York, New York 10006-1881.

9. CERTAIN INFORMATION CONCERNING THE PURCHASER, DOVER TECHNOLOGIES AND DOVER CORPORATION.

General. The Purchaser, a Delaware corporation and a wholly owned subsidiary of Dover Technologies, was organized for the purpose of acquiring the Company and has conducted no activities unrelated to such purpose since its organization. All of the issued and outstanding shares of capital stock of the Purchaser are owned by Dover Technologies. The principal executive offices of the Purchaser are located at the principal executive offices of Dover Technologies. The telephone number of the Purchaser at such offices is (607) 773-2290.

Dover Technologies is a wholly owned indirect subsidiary of Dover Corporation located at 280 Park Avenue, New York, NY 10017. Dover Corporation is a publicly traded company registered with the Commission and listed on the New York Stock Exchange under the symbol of "DOV". Dover Technologies is a high technology corporation with subsidiaries in the fields of electronic components, automated assembly equipment for printed circuit boards, spring probes and test equipment and fixtures for printed circuit boards, among other things. Dover Technologies has a subsidiary, Soltec International, B.V. which manufactures automated soldering equipment for printed circuit boards which will be complemented by the acquisition of the Company. Dover Technologies is a Delaware corporation with its principal executive offices at One Marine Midland Plaza, East Tower, Sixth Floor, Binghamton, New York 13901. Its telephone number at such address is (607) 773-2290.

Certain Information. The name, citizenship, business address, present principal occupation or employment and five-year employment history of each of the directors and executive officers of the Purchaser, Dover Technologies and Dover Corporation are set forth in Schedule I hereto.

Except as set forth in this Offer to Purchase, neither the Purchaser, Dover Technologies or Dover Corporation, nor, to the best of their knowledge, any of the persons listed on Schedule I, nor any associate or majority-owned subsidiary of any of the foregoing, beneficially owns or has a right to acquire any Shares, and neither the Purchaser, Dover Technologies, Dover Corporation nor, to the best of their knowledge, any of the persons or entities referred to above, nor any of the respective executive officers, directors or subsidiaries of any of the foregoing, has effected any transaction in Shares during the past 60 days.

Except as set forth in this Offer to Purchase, neither the Purchaser, Dover Technologies, Dover Corporation, nor, to the best of their knowledge, any of the persons listed on Schedule I, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of the Company, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or the voting of any securities of the Company, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss, or the giving or withholding of proxies. Except as set forth in this Offer to Purchase, none of the Purchaser, Dover Technologies, Dover Corporation, or any of their respective affiliates, nor, to the best of their knowledge, any of the persons listed on Schedule I, has had, since January 1, 1994, any business relationships or transactions with the Company or any of its executive officers, directors or affiliates that would require reporting under the rules of the Commission. Except as set forth in this Offer to Purchase, since January 1, 1994, there have been no contacts, negotiations or transactions between the Purchaser, Dover Technologies, Dover Corporation, any of their respective affiliates or, to the best of their knowledge, any of the persons listed on Schedule I, and the Company or its affiliates concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, election of directors or a sale or other transfer of a material amount of assets.

Available Information. Dover Corporation is subject to the informational filing requirements of the Exchange Act and in accordance therewith, is obligated to file reports, proxy statements and other information with the Commission relating to its business, financial conditions and other matters. Information as of particular dates concerning Dover Corporation's directors and officers, their renumeration, options granted to them, the principal holders of Dover Corporation's securities and any material interests of such persons in transactions with Dover Corporation is required to be disclosed in proxy statements distributed to Dover Corporation's shareholders and filed with the Commission. Such reports, proxy statements and other information should be available for inspection from the offices of the Commission in the same manner set forth with respect to information concerning the Company in Section 8. Such material should also be available for inspection at the offices of the New York Stock Exchange, Inc., located at 20 Broad Street, New York, NY 10005.

10. SOURCE AND AMOUNT OF FUNDS.

The total amount of funds required by the Purchaser to purchase all of the Shares pursuant to the Offer and the Merger, and to pay related fees and expenses is expected to be approximately $20 million.

Dover Corporation, Dover Technologies and the Purchaser anticipate that the funds required in connection with the transactions contemplated by the Merger Agreement would be obtained from funds currently available from internal cash flow.

11. BACKGROUND OF THE OFFER; PURPOSE OF THE OFFER AND THE MERGER; THE MERGER AGREEMENT AND CERTAIN OTHER AGREEMENTS.

The following description was prepared by Dover Technologies and the Company. Information about the Company was provided by the Company and neither the Purchaser nor Dover Technologies takes any responsibility for the accuracy or completeness of any information regarding meetings or discussions in which Dover Technologies or its representatives did not participate.

Background of the Offer. Dover Technologies believes that there is a significant opportunity in the market for soldering equipment through the consolidation of efforts of the Company and Dover Technologies' existing subsidiary, Soltec International, B. V., located in Holland. The Company has a long history and reputation in the world as one of the leaders in reflow soldering equipment. Soltec International, B.V. is the world's second largest supplier of wave soldering equipment. Dover Technologies believes common ownership will accelerate the growth of both company's product lines and produce economies in manufacturing and distribution, resulting in increased operating income for both companies.

On April 5, 1995, John E. Pomeroy, President and Chief Executive Officer of Dover Technologies, met with Ronald Lawler, then President of the Company, and Chairman of the Board James Manfield at the Company's headquarters in Newmarket, New Hampshire for the purpose of discussing a possible business combination of the Company and Soltec International, B.V. During the following five months there were several discussions with the representatives of Scott-Macon, Ltd., investment bankers for the Company.

On September 7, 1995, Ronald Lawler and Jim Manfield met with John Pomeroy and Michiel van Schaik, Managing Director of Soltec International, B.V., in Holland to discuss some type of business combination of the Company and Soltec International, B.V. In the following months there were discussions with the representatives of Scott-Macon, Ltd. regarding some type of business combination of the Company and Soltec International, B.V. and a visit by Michiel van Schaik to the Company at its headquarters in Newmarket, New Hampshire to continue the review of a potential business combination. During the ensuing months Michiel van Schaik met with Company Board member David Steadman at the airport in Amsterdam to discuss the potential transaction.

Michiel van Schaik was present at a Company Board of Directors meeting on February 9, 1996 and discussed ways of consolidating the Company and Soltec International, B.V.

After that Board meeting, Michiel van Schaik prepared a plan of consolidation and presented it at the March 13, 1996 meeting of the Board of Directors of the Company in Boston, Massachusetts. At that time, Al Scott of Scott-Macon, Ltd. was to respond to Dover Technologies with a proposed structure of a transaction.

The Company responded with a proposal regarding an exchange of shares which Dover Technologies found unacceptable. At a meeting on May 14, 1996 between John Pomeroy, Robert A. Livingston, Vice President of Dover Technologies, Robert A. Tyre, Vice President Corporate Development of Dover Corporation and James Manfield of the Company at Scott-Macon, Ltd. in New York City, Dover Technologies came to the conclusion that the parties could not agree on valuation and the discussion of a potential business combination was terminated.

On or about July 1, 1997 Al Scott from Scott-Macon, Ltd. contacted John Pomeroy regarding the potential sale of the Company. From July 1, 1997 to July 28, 1997 John Pomeroy, Robert A. Livingston and Al Scott participated in several phone discussions regarding the potential sale of the Company. On July 28, 1997 John Pomeroy met with James Manfield and Thomas Nash, Vice President Sales and Marketing of the Company at Company headquarters in Newmarket, New Hampshire regarding an update on current business conditions and an overall review of the business as a potential acquisition candidate. After July 28, 1997 there were again several telephone conversations with John Pomeroy, Robert Livingston, Edgar Masinter from

Beacon Group Capital Services, LLC (investment bankers representing Dover Technologies) and representatives from Scott-Macon, Ltd. regarding a possible acquisition of the Company.

On Sunday, August 3, 1997, Michiel van Schaik met with James Manfield at the Heathrow Airport to discuss more details of the potential acquisition of Company. On Monday, August 4, 1997 Dover Technologies faxed an expression of interest to the Company expressing interest in pursuing the purchase of the outstanding shares of the Company, subject to a satisfactory due diligence review.

On August 7, 1997, the Board of Directors of Dover Corporation held a meeting to consider the proposed terms of the transaction. At such meeting, after a full discussion, the Board of Directors of Dover Corporation authorized Dover Technologies to pursue a possible transaction.

Between Tuesday, August 12, 1997 and Monday, August 18, 1997, Edgar Masinter, John Pomeroy, Robert Livingston and Zenas Colt of Scott-Macon, Ltd., participated in discussions regarding the value of the Company.

On Monday, August 18, 1997 Michiel van Schaik and his operations team arrived at the Company headquarters in Newmarket, New Hampshire to begin a review of the business and continued such review through Thursday, August 21, 1997. On August 18, 1997 and August 20, 1997, environmental review and testing was performed on site by Eder Associates, on behalf of Dover Technologies. On August 19, 1997 and August 20, 1997, Robert A. Livingston and his due diligence team arrived on site in Newmarket, New Hampshire at the Company to conduct the legal and financial due diligence in connection with the acquisition. As a result of the due diligence review, Dover Technologies proposed to acquire the Company's outstanding Shares at $1.90 per Share, subject to the negotiation, execution and delivery of a definitive Agreement and Plan of Merger.

At a meeting of the Board of Directors of the Company held on September 3, 1997, the Board of Directors of the Company unanimously approved the Merger Agreement, the Offer and the Merger and determined that the terms of the Offer and the Merger are fair to, and in the best interests of, the Company's shareholders, and unanimously recommended that shareholders of the Company accept the Offer and tender their Shares. On September 3, 1997, Scott-Macon Securities, Inc., an affiliate of Scott-Macon, Ltd., delivered to the Company's Board of Directors its written opinion to the effect that the consideration to be received by the public shareholders of the Company in the Offer and the Merger is fair to such shareholders from a financial point of view as of the date of such meeting. The opinion of Scott-Macon Securities, Inc. is set forth in full as an exhibit to the Company's Schedule 14D-9 which is being mailed to shareholders of the Company. Shareholders of the Company are urged to read that opinion in its entirety.

Following the approval of the respective Boards of Directors, on September 3, 1997, Dover Technologies, the Purchaser and the Company executed and delivered the Merger Agreement.

On September 9, 1997, the Purchaser and Dover Technologies commenced the Offer.

Purpose of the Offer and the Merger. The purpose of the Offer, the Merger and the Merger Agreement is to enable Dover Technologies to acquire control of, and the entire equity interest in, the Company. The Offer is being made pursuant to the Merger Agreement and is intended to increase the likelihood that the Merger will be effected. The purpose of the Merger is to acquire all outstanding Shares not purchased pursuant to the Offer. The transaction is structured as a merger in order to ensure the acquisition by Dover Technologies and its affiliates, including the Purchaser, of all the outstanding Shares. Upon consummation of the Merger, the Company will become (or will be merged into) a wholly owned subsidiary of Dover Technologies.

If the Merger is consummated, Dover Technologies' common equity interest in the Company would increase to 100% and Dover Technologies would be entitled to all benefits resulting from that interest. These benefits include complete management with regard to the future conduct of the Company's business and any increase in its value. Similarly, Dover Technologies will also bear the risk of any losses incurred in the operation of the Company and any decrease in the value of the Company.

Shareholders of the Company who sell their Shares in the Offer will cease to have any equity interest in the Company and to participate in its earnings and any future growth. If the Merger is consummated, the

shareholders will no longer have an equity interest in the Company and instead will have only the right to receive cash consideration pursuant to the Merger Agreement or to exercise statutory dissenters' rights under Massachusetts law. See Section 12. Similarly, the shareholders of the Company will not bear the risk of any decrease in the value of the Company after selling their Shares in the Offer or the subsequent Merger.

The primary benefits of the Offer and the Merger to the shareholders of the Company are that such shareholders are being afforded an opportunity to sell all of their Shares for cash at a price which represents a premium of approximately 38% over the closing market price of the Shares on the last full trading day prior to the initial public announcement of the Offer, and a more substantial premium over recent historical trading prices.

Merger Agreement. The following is a summary of certain provisions of the Merger Agreement. The summary is qualified in its entirety by reference to the Merger Agreement which is incorporated herein by reference and a copy of which has been filed with the Commission as an exhibit to the Schedule 14D-1. The Merger Agreement may be examined and copies may be obtained at the places and in the manner set forth in Section 9 of this Offer to Purchase.

THE OFFER. The Merger Agreement provides that the Purchaser will commence the Offer and that, upon the terms and subject to the prior satisfaction or waiver of the conditions of the Offer, the Purchaser will purchase all Shares validly tendered pursuant to the Offer. The Merger Agreement provides that, without the written consent of the Company, the Purchaser will not decrease the Offer Price, decrease the number of Shares sought in the Offer, amend or waive the Minimum Condition, or amend any condition of the Offer in a manner adverse to the holders of Shares, except that if on the initial scheduled expiration date of the Offer all conditions to the Offer shall not have been satisfied or waived, the Purchaser may, from time to time, in its sole discretion, extend the expiration date for one or more periods not to exceed thirty business days in the aggregate or as may reasonably be necessary to comply with any legal or regulatory requirements. The Merger Agreement provides that if, immediately prior to the expiration date of the Offer, as it may be extended, the Shares tendered and not withdrawn pursuant to the Offer equal more than 75% of the outstanding Shares but less than 90%, the Purchaser may extend the Offer for a period not to exceed 20 business days. Notwithstanding the foregoing, the Merger Agreement provides that the Offer may not be extended beyond the date of termination of the Merger Agreement pursuant to the terms thereof.

THE MERGER. Following the consummation of the Offer, the Merger Agreement provides that, subject to the terms and conditions thereof, at the election of Dover Technologies and in accordance with Massachusetts law, the Company may be merged with and into the Purchaser and, as a result of the Merger, the separate corporate existence of the Company shall cease and the Purchaser shall continue as the surviving corporation (sometimes referred to as the "Purchaser Surviving Corporation" or the "Surviving Corporation"). In the event that Dover Technologies does not so elect, then at the Effective Time the Purchaser will be merged with and into the Company and, as a result of the Merger, the separate corporate existence of the Purchaser will cease and the Company will continue as the surviving corporation (sometimes referred to as the "Company Surviving Corporation" or the "Surviving Corporation").

The respective obligations of Dover Technologies and the Purchaser, on the one hand, and the Company, on the other hand, to effect the Merger are subject to the satisfaction on or prior to the Closing Date (as defined in the Merger Agreement) of each of the following conditions, any and all of which may be waived, in whole or in part, jointly by Dover Technologies and the Company to the extent permitted by applicable law: (i) the Merger Agreement shall have been approved and adopted by the requisite vote of the holders of Shares, if required by applicable law, in order to consummate the Merger; (ii) no statute, rule or regulation shall have been enacted or promulgated by any governmental authority which prohibits the consummation of the Merger, and there shall be no order or injunction of a court of competent jurisdiction in effect precluding the consummation of the Merger; (iii) Dover Technologies, the Purchaser or their affiliates shall have purchased Shares pursuant to the Offer, unless such failure to purchase is a result of a breach of Dover Technologies' and the Purchaser's obligations under the Merger Agreement; and (iv) the applicable waiting period under the HSR Act shall have expired or been terminated.

In addition, the obligations of Dover Technologies and the Purchaser to consummate the Merger are further subject to the fulfillment of the condition (which may be waived by Dover Technologies and the Purchaser) that the Company comply with its obligations regarding the Company's or any of its Subsidiaries' outstanding options, stock option plans and any other plan, program or arrangement providing for the issuance or grant of any other interest in respect of the capital stock of the Company or any of its Subsidiaries, as more fully described below.

At the Effective Time of the Merger (i) each issued and outstanding Share (other than Shares that are owned by the Company as treasury stock, any Shares owned by Dover Technologies, the Purchaser or any other wholly owned Subsidiary of Dover Technologies, or any Shares which are held by shareholders exercising dissenters' rights under Massachusetts law) will be converted into the right to receive the price per share paid pursuant to the Offer and (ii) each issued and outstanding share of the common stock, par value $.01 per share, of the Purchaser will be converted into one share of common stock of the Company Surviving Corporation or shall remain outstanding and constitute shares of the Purchaser Surviving Corporation, as the case may be, and shall constitute the only outstanding shares of capital stock of the Surviving Corporation.

THE COMPANY'S BOARD OF DIRECTORS. The Merger Agreement provides that promptly after the purchase by the Purchaser of at least a majority of the outstanding Shares, Dover Technologies shall be entitled to designate such number of directors, rounded up to the next whole number, on the Company's Board of Directors as is equal to the product of the total number of directors on the Company's Board of Directors (giving effect to the directors designated by Dover Technologies) multiplied by the percentage that the number of Shares so accepted for payment bears to the total number of Shares then outstanding. The Company will, upon request of the Purchaser, promptly use its best reasonable efforts, including amending its By-laws if necessary, either to increase the size of the Company's Board of Directors or secure the resignations of such number of its incumbent directors, or both, as is necessary to enable Dover Technologies' designees to be elected to the Company's Board of Directors. The Company's obligation to appoint Dover Technologies' designees to the Company's Board of Directors is subject to compliance with Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder.

Following the election or appointment of the Purchaser's designees pursuant to the Merger Agreement and prior to the earlier to occur of (i) the Effective Time or (ii) November 21, 1997, any amendment or termination of the Merger Agreement, grant by the Company of any extension for the performance or waiver of the obligations or other acts of the Purchaser or Dover Technologies, waiver of the Company's rights hereunder, or action with respect to the Company's employee benefit plans or option agreements, shall require the concurrence of a majority of the Company's directors then in office who are directors on the date hereof, or are directors (other than directors designated by the Purchaser in accordance with this Section) designated by such directors to fill any vacancy ("Current Directors"). In addition, following the election or appointment of the Purchaser's designees pursuant to this Section and prior to the earlier to occur of (i) the Effective Time or (ii) November 21, 1997, none of Dover Technologies, the Purchaser or such designee shall cause the Company to take any action or fail to take any action that would cause or result in any obligation of the Company under the Merger Agreement or any condition therein not being satisfied without the concurrence of a majority of the Company's directors then in office who are Current Directors. Prior to the earlier to occur of (i) the Effective Time or (ii) November 21, 1997, neither the Purchaser nor its designees shall remove any Current Director, except for cause, and the Purchaser agrees to cause its designees to vote for the election of any designee of the Current Directors to fill a vacancy created by any Current Director ceasing to be a director.

SHAREHOLDERS' MEETING. Pursuant to the Merger Agreement, the Company will, if required by applicable law in order to consummate the Merger, duly call, give notice of, convene and hold a special meeting of its shareholders as promptly as practicable following the acceptance for payment and purchase of Shares by the Purchaser pursuant to the Offer for the purpose of considering and taking action upon the approval of the Merger and the adoption of the Merger Agreement. The Merger Agreement provides that the Company will, if required by applicable law in order to consummate the Merger, prepare and file with the Commission a preliminary proxy or information statement (the "Proxy Statement") relating to the Merger and the Merger Agreement and use its best efforts (i) to obtain and furnish the information required to be included by the

Commission in the Proxy Statement and, after consultation with Dover Technologies, to respond promptly to any comments made by the Commission with respect to the preliminary Proxy Statement and cause a definitive Proxy Statement to be mailed to its shareholders, provided that no amendment or supplement to the Proxy Statement will be made by the Company without consultation with Dover Technologies and its counsel and (ii) to obtain the necessary approvals of the Merger and the Merger Agreement by its shareholders. If the Purchaser acquires at least two-thirds of the outstanding Shares, the Purchaser will have sufficient voting power to approve the Merger, even if no other shareholder votes in favor of the Merger. The Company has agreed to include in the Proxy Statement the recommendation of the Company's Board of Directors that shareholders of the Company vote in favor of the approval of the Merger and the adoption of the Merger Agreement. Dover Technologies has agreed that it will vote, or cause to be voted, all of the Shares then owned by it, the Purchaser or any of its other Subsidiaries and affiliates in favor of the approval of the Merger and the adoption of the Merger Agreement.

The Merger Agreement provides that Dover Technologies, the Purchaser and the Company will, at the request of Dover Technologies and subject to the terms of the Merger Agreement, take all necessary and appropriate action to cause the Merger to become effective as soon as practicable after such acquisition, with or without a meeting of shareholders of the Company, in accordance with Massachusetts law.

OPTIONS. Pursuant to the Merger Agreement, at the Effective Time, each holder of then outstanding options (collectively, the "Options") to purchase Shares granted by the Company, whether or not then exercisable, will be entitled to receive, and will receive, in settlement of each Option an amount in cash equal to the difference between the Offer Price and the per Share exercise price of such Option. Prior to the Effective Time, the Company shall use all commercially reasonable efforts to obtain all necessary consents or releases from holders of outstanding Options, to the extent required by the terms of the plans or agreements governing such Options, as the case may be, or pursuant to the terms of any Option granted thereunder. Except as may be otherwise agreed to by Dover Technologies or the Purchaser and the Company, the Company shall take all action necessary to ensure that: (i) the Company's 1995 Key Employees Stock Option Plan, (the "Stock Option Plan") shall have been terminated as of the Effective Time and the provisions in any other plan, program or arrangement providing for the issuance or grant of any other interest in respect of the capital stock of the Company or any of its Subsidiaries shall be cancelled as of the Effective Time, and (ii) following the Effective Time, (a) no participant in any Stock Option Plan or other plans, programs or arrangements shall have any right thereunder to acquire equity securities of the Company, the Surviving Corporation or any Subsidiary thereof (except options to acquire approximately 96,000 Shares of the Company where the exercise price is higher than $1.90 per Share) and all such plans shall have been terminated, and (b) the Company will not be bound by any convertible security, option, warrant, right or agreement which would entitle any person to own any capital stock of the Company, the Surviving Corporation or any Subsidiary thereof.

INTERIM OPERATIONS; COVENANTS. Pursuant to the Merger Agreement, the Company has agreed that, except as expressly contemplated or provided by the Merger Agreement or agreed to in writing by Dover Technologies, prior to the time the designees of the Purchaser constitute a majority of the Company's Board of Directors (the "Appointment Date"): (a) the business of the Company and its Subsidiaries will be conducted only in the ordinary and usual course (other than actions necessary to consummate the transactions described in the Merger Agreement) and to the extent consistent therewith, each of the Company and its Subsidiaries will use its best efforts to preserve its business organization intact and maintain its existing relations with customers, suppliers, employees, creditors and business partners subject, however, to any changes to such relationships necessitated or caused by the announcement of the proposed transaction contemplated hereby; and (b) the Company will not, directly or indirectly, (i) issue, sell, transfer or pledge or agree to sell, transfer or pledge any treasury stock of the Company or any capital stock of any of its Subsidiaries beneficially owned by it, except upon the exercise of Options or other rights to purchase shares of Common Stock outstanding on the date of the Merger Agreement; (ii) amend its Articles of Incorporation or By-laws or similar organizational documents; or (iii) split, combine or reclassify the outstanding Shares or any outstanding capital stock of any of the Subsidiaries of the Company; and (c) neither the Company nor any of its Subsidiaries shall (i) declare, set aside or pay any dividend or other distribution payable in cash, stock or

property with respect to its capital stock; (ii) issue, sell, pledge, dispose of or encumber any additional shares of, or securities convertible into or exchangeable for, or options, warrants, calls, commitments or rights of any kind to acquire, any shares of capital stock of any class of the Company or its Subsidiaries, other than Shares reserved for issuance on the date of the Merger Agreement pursuant to the exercise of Options outstanding on the date of the Merger Agreement; (iii) transfer, lease, license, sell, or dispose of any assets, or incur any indebtedness or other liability other than in the ordinary course of business, or mortgage, pledge or encumber any assets or modify any indebtedness; (iv) redeem, purchase or otherwise acquire, directly or indirectly, any of its capital stock; (d) neither the Company nor any of its Subsidiaries will (i) grant any increase in the compensation payable or to become payable by the Company or any of its Subsidiaries to any of its executive officers or adopt any new or amend or otherwise increase or accelerate the payment or vesting of the amounts payable or to become payable under any existing bonus, incentive compensation, deferred compensation, severance, profit sharing, stock option, stock purchase, insurance, pension, retirement or other employee benefit plan, agreement or arrangement; (ii) enter into any employment or severance agreement with or, except in accordance with the existing written policies of the Company, grant any severance or termination pay to any officer, director or employee of the Company or any of its Subsidiaries; (iii) permit any insurance policy naming it as a beneficiary or a loss payable payee to be cancelled or terminated without notice to Dover Technologies; (iv) enter into any contract or transaction relating to the purchase of assets other than in the ordinary course of business; (v) change any of the accounting methods used by it unless required by generally accepted accounting principles ("GAAP"), make any material tax election, change any material tax election already made, adopt any material tax accounting method, change any material tax accounting method unless required by GAAP, enter into any closing agreement, settle any tax claim or assessment or consent to any tax claim or assessment or any waiver of the statute of limitations for any such claim or assessment; or (vi) enter into any agreement with respect to the foregoing or take any action with the intent of causing any of the conditions to the Offer set forth in Section 14 not to be satisfied.

NO SOLICITATION. Pursuant to the Merger Agreement, the Company has agreed that neither the Company nor any of its Subsidiaries will (and the Company and its Subsidiaries will cause their respective officers, directors, employees, representatives and agents, including, but not limited to, investment bankers, attorneys and accountants, not to), directly or indirectly, encourage, solicit, participate in or initiate discussions or negotiations with, or provide any information to, any corporation, partnership, person or other entity or group (other than Dover Technologies, any of its affiliates or representatives) concerning any proposal or offer to acquire all or a substantial part of the business and properties of the Company or any of its Subsidiaries or any capital stock of the Company or any of its Subsidiaries, whether by merger, tender offer, exchange offer, sale of assets or similar transactions involving the Company or any Subsidiary, division or operating or principal business unit of the Company (an "Acquisition Proposal"), except that the Merger Agreement does not prohibit the Company and the Company's Board of Directors from (i) taking and disclosing to the Company's shareholders a position with respect to a tender or exchange offer by a third party pursuant to Rules 14d-9 and 14e-2 promulgated under the Exchange Act, or (ii) making such disclosure to the Company's shareholders as, in the good faith judgment of the Board, after receiving advice from outside counsel, is required under applicable law, provided that, except as permitted under the terms of the Merger Agreement, neither the Company's Board of Directors nor any committee thereof shall approve or recommend, or propose to approve or recommend, any Acquisition Proposal, or enter into any agreement with respect to any Acquisition Proposal or withdraw or modify, or propose to withdraw or modify, in a manner adverse to Dover Technologies or the Purchaser, the approval or recommendation of the Company's Board of Directors, or any such committee thereof, of the Offer, the Merger Agreement or the Merger. The Company also agreed to immediately cease any existing activities, discussions or negotiations with any parties conducted prior to the date of the Merger Agreement with respect to any of the foregoing.

The Merger Agreement provides that, notwithstanding the foregoing, the Company, prior to the acceptance of Shares pursuant to the Offer constituting the Minimum Condition, may furnish information concerning its business, properties or assets to any corporation, partnership, person or other entity or group pursuant to appropriate confidentiality agreements, and may negotiate and participate in discussions and negotiations with such entity or group concerning an Acquisition Proposal if (i) such entity or group has, on an unsolicited basis, submitted a bona fide written proposal to the Company relating to any such transaction

which the Company's Board of Directors determines in good faith, after receiving advice from Scott-Macon Securities, Inc. or a nationally recognized investment banking firm, represents a superior transaction to the Offer and the Merger and which the Company's Board of Directors determines in good faith can be fully financed and (ii) in the opinion of the Company's Board of Directors, only after receipt of advice from outside legal counsel, the failure to provide such information or access or to engage in such discussions or negotiations could reasonably be expected to cause the Company's Board of Directors to violate its fiduciary duties to the Company's shareholders under applicable law (an Acquisition Proposal which satisfies clauses (i) and (ii) above is referred to in the Merger Agreement as a "Superior Proposal"). The Company will, within one business day following receipt of a Superior Proposal, notify Dover Technologies of the receipt of the same. The Company will promptly provide to Dover Technologies any material non-public information regarding the Company provided to any other party which was not previously provided to Dover Technologies. At any time after two business days following notification to Dover Technologies of its intent to do so (which notification shall include the identity of the bidder and a complete summary of the material terms and conditions of the proposal) and if permitted to do so pursuant to the terms of the Merger Agreement, the Company's Board of Directors may withdraw or modify its approval or recommendation of the Offer.

In the event of a Superior Proposal which (i) is to be paid entirely in cash and (ii) is not subject to any financing condition or contingency, the Company may enter into an agreement with respect to such Superior Proposal no sooner than four days after giving Dover Technologies written notice of its intention to enter into such agreement; provided that the Purchaser or Dover Technologies has not, prior to the expiration of such four-day period, advised the Company of its intention to raise the Offer Price to match such Superior Proposal. Upon expiration of such four-day period without such action by the Purchaser or Dover Technologies, the Company may enter into an agreement with respect to such Superior Proposal (with the bidder and on terms no less favorable than those specified in such notification), provided it shall concurrently with entering into such agreement pay or cause to be paid to Dover Technologies an amount equal to the greater of $750,000 or an amount equal to the actual, reasonable and reasonably documented out-of-pocket fees and expenses incurred by Dover Technologies and the Purchaser in connection with the Offer, the Merger, the Merger Agreement, and the consummation of the transactions contemplated under the Merger Agreement, provided that in no event shall the Company be obligated to pay any such fees and expenses in excess of $1 Million.

INDEMNIFICATION. Pursuant to the Merger Agreement, for six years after the Effective Time, the Surviving Corporation (or any successor to the Surviving Corporation) and Dover Technologies shall jointly indemnify, defend and hold harmless the present and former officers and directors of the Company and its Subsidiaries, and persons who become any of the foregoing prior to the Effective Time, with respect to matters occurring at or prior to the Effective Time to the full extent permissible under applicable Massachusetts law, the terms of the Company's Articles of Incorporation or the By-laws, as in effect as of the date of the Merger Agreement.

REPRESENTATIONS AND WARRANTIES. Pursuant to the Merger Agreement, the Company has made customary representations and warranties to Dover Technologies and the Purchaser with respect to, among other things, its organization, capitalization, financial statements, public filings, conduct of business, employee benefit plans, intellectual property, employment matters, compliance with laws, tax matters, litigation, environmental matters, vote required to approve the Merger Agreement, undisclosed liabilities, information in the Proxy Statement and the absence of any material adverse effect on the Company since December 31, 1996.

TERMINATION; FEES. The Merger Agreement may be terminated and the transactions contemplated therein abandoned at any time prior to the Effective Time, whether before or after approval of the shareholders of the Company, (a) by mutual written consent of Dover Technologies and the Company, (b) by either the Company or Dover Technologies (i) if (x) the Offer shall have expired without any Shares being purchased therein or (y) the Purchaser shall not have accepted for payment all Shares tendered pursuant to the Offer by November 17, 1997, provided, that such right to terminate will not be available to any party whose failure to fulfill any obligation under the Merger Agreement was the cause of, or resulted in, the failure of Dover Technologies or the Purchaser to purchase the Shares on or before such date; or (ii) if any

governmental entity shall have issued an order, decree or ruling or taken any other action (which order, decree, ruling or other action the parties will use their reasonable efforts to lift), in each case permanently restraining, enjoining or otherwise prohibiting the acceptance for payment of, or payment for, Shares pursuant to the Offer or the Merger and such order, decree, ruling or other action shall have become final and non-appealable, (c) by the Company (i) if Dover Technologies, the Purchaser or any of their affiliates shall have failed to commence the Offer on or prior to five business days following the date of the initial public announcement of the Offer; provided, that the Company may not terminate the Merger Agreement pursuant to this clause (c)(i) if the Company is at such time in breach of its obligations under the Merger Agreement such as to cause a material adverse effect on the Company and its Subsidiaries, taken as a whole; (ii) if Dover Technologies or the Purchaser shall have breached in any material respect any of their respective representations, warranties, covenants or other agreements contained in the Merger Agreement, which breach cannot be or has not been cured, in all material respects, within 30 days after the giving of written notice to Dover Technologies or the Purchaser, as applicable; (iii) in connection with entering into a definitive agreement in accordance with the Merger Agreement, provided it has complied with all provisions thereof, including the notice provisions therein, and that it makes simultaneous payment of an amount equal to the greater of $750,000 or an amount equal to the actual, reasonable and reasonably documented out-of-pocket fees and expenses incurred by Dover Technologies and the Purchaser in connection with the Offer, the Merger, the Merger Agreement, the consummation of the transactions contemplated under the Merger Agreement, provided that in no event shall the Company be obligated to pay any such fees and expenses in excess of $1 Million, or (d) by Dover Technologies (i) if, due to an occurrence, not involving a breach by Dover Technologies or the Purchaser of their obligations under the Merger Agreement, which makes it impossible to satisfy any of the conditions to the Offer set forth in Section 14, Dover Technologies, the Purchaser, or any of their affiliates shall have failed to commence the Offer on or prior to five business days following the date of the initial public announcement of the Offer; (ii) if prior to the purchase of Shares pursuant to the Offer, the Company has breached any representation, warranty, covenant or other agreement contained in the Merger Agreement which (x) would give rise to the failure of a condition described in clauses (f) and (g) of Section 14 and (y) cannot be or has not been cured, in all material respects, within 30 days after the giving of written notice to the Company; or (iii) upon the occurrence of any event set forth in clause (e) of Section 14.

In accordance with the Merger Agreement, if (x) Dover Technologies terminates the Merger Agreement pursuant to clause (d)(iii) of the immediately preceding paragraph, (y) the Company terminates the Merger Agreement pursuant to clause (c)(iii) of the immediately preceding paragraph, or (z) either the Company or Dover Technologies terminates the Merger Agreement pursuant to clause (b)(i) of the immediately preceding paragraph and prior thereto there shall have been publicly announced another Acquisition Proposal or an event set forth in clause (h) of Section 14 shall have occurred, the Company has agreed to pay to Dover Technologies an amount equal to the greater of $750,000 or an amount equal to Dover Technologies' actual, reasonable and reasonably documented out-of-pocket fees and expenses incurred by Dover Technologies and the Purchaser in connection with the Offer, the Merger, the Merger Agreement, the consummation of the Transactions, provided that in no event shall the Company be obligated to pay such fees and expenses in excess of $1 Million. The Merger Agreement also provides that if the Company terminates the Merger Agreement (i) pursuant to clause (b)(i) of the immediately preceding paragraph or (ii) pursuant to clause (c)(i) or (c)(ii) of the immediately preceding paragraph, then Dover Technologies shall pay to the Company an amount equal to the Company's reasonable legal fees and expenses incurred as of the date of such termination with respect to the Merger Agreement and the transactions contemplated therein.

12. PLANS FOR THE COMPANY; OTHER MATTERS.

Plans for the Company. Dover Technologies is conducting a detailed review of the Company and its assets, corporate structure, dividend policy, capitalization, operations, properties, policies, management and personnel and will consider, subject to the terms of the Merger Agreement, what, if any, changes would be desirable in light of the circumstances which exist upon completion of the Offer. Such changes could include changes in the Company's business, corporate structure, articles of incorporation, by-laws, capitalization, Board of Directors, management or dividend policy, although, except as disclosed in this Offer to Purchase, Dover Technologies has no current plans with respect to any of such matters. The Merger Agreement provides

that, promptly after the purchase by the Purchaser of at least a majority of the outstanding Shares, Dover Technologies has the right to designate such number of directors, rounded up to the next whole number, on the Company's Board of Directors as is equal to the product of the total number of directors on the Company's Board of Directors (giving effect to the directors designated by Dover Technologies) multiplied by the percentage that the number of Shares so accepted for payment bears to the total number of Shares then outstanding. See Section 11. The Merger Agreement provides that the directors and officers of the Purchaser at the Effective Time of the Merger will, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Corporation.

For purposes of assuring a smooth transition of ownership and blending the operations of the Company with those of Dover Technologies' subsidiary Soltec International, B.V. ("Soltec"), Dover Technologies has entered into an employment agreement with James J. Manfield, Jr. effective upon the Merger whereby Mr. Manfield will be employed by the Company or its successor for a period of two (2) years to assist in the transition at an annual salary of $157,500. While employed, he will be eligible to participate in the benefit plans offered by the Company and will also be eligible to participate in the Company's employee bonus plan to be paid in 1998 and will receive a bonus of $50,000 in January, 1999 conditioned upon his not undertaking any activity which hinders, impedes or imparts ill will to Dover Technologies' program to combine Soltec and the Company.

Except as disclosed in this Offer to Purchase, neither Dover Technologies nor the Purchaser has any present plans or proposals that would result in an extraordinary corporate transaction, such as a merger, reorganization, liquidation, relocation of operations, or sale or transfer of assets, involving the Company or any of its subsidiaries, or any material changes in the Company's corporate structure, business or composition of its management or personnel.

Other Matters

SHAREHOLDER APPROVAL. Under the Corporations Code, the approval of the Board of Directors of the Company and the affirmative vote of the holders of two-thirds of the outstanding Shares are required to adopt and approve the Merger Agreement and the transactions contemplated thereby. The Company has represented in the Merger Agreement that the Board of Directors of the Company has unanimously approved the Merger Agreement, the Offer and the Merger and the transactions contemplated thereby in satisfaction of the requirement under the Corporations Code. Therefore, unless the Merger is consummated pursuant to the short-form merger provisions under the Corporations Code described below (in which case no further corporate action by the shareholders of the Company will be required to complete the Merger), the only remaining required corporate action of the Company will be the approval of the Merger Agreement and the transactions contemplated thereby by the affirmative vote of the holders of two-thirds of the Shares. The Merger Agreement provides that Dover Technologies will vote, or cause to be voted, all of the Shares then owned by Dover Technologies, the Purchaser or any of Dover Technologies' other subsidiaries, among others, in favor of the approval of the Merger and the approval and adoption of the Merger Agreement. In the event that Dover Technologies, the Purchaser and Dover Technologies' other subsidiaries acquire in the aggregate at least two-thirds of the Shares, the vote of no other shareholder of the Company will be required to approve the Merger and the Merger Agreement.

SHORT-FORM MERGER. Section 82 of the Corporations Code provides that, if a corporation owns at least 90% of the outstanding shares of each class of another corporation, the corporation holding such stock may merge such other corporation into itself without any action or vote on the part of the shareholders by vote of its directors (a "short-form merger"). In the event that Dover Technologies, the Purchaser and any other subsidiaries of Dover Technologies acquire in the aggregate at least 90% of the Shares, pursuant to the Offer or otherwise, then, at the election of Dover Technologies, a short-form merger could be effected without any approval of the shareholders of the Company by a vote of the Board of Directors of the Company, subject to compliance with the provisions of Section 82 of the Corporations Code. Even if Dover Technologies, the Purchaser and the other subsidiaries of Dover Technologies do not own 90% of the outstanding Shares following consummation of the Offer, Dover Technologies and the Purchaser could seek to purchase additional shares in the open market or otherwise in order to reach the 90% threshold and employ a short-form

merger. The per share consideration paid for any Shares so acquired may be greater or less than that paid in the Offer. Dover Technologies does presently intend to effect a merger, whether or not it acquires 90% or more of the Shares.

MASSACHUSETTS BUSINESS COMBINATION STATUTE. In general, Chapter 110F (the "Massachusetts Business Combination Statute") of the Massachusetts General Laws, Title XV Regulation of Trade ("Regulation of Trade Laws") prohibits any person who is an "interested shareholder," including an owner of 5% or more of the outstanding voting stock of a corporation, from engaging in certain "business combinations" (including the Merger) with certain corporations for a period of three years following the time at which such person became an interested stockholder, unless (a) prior to such date the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder, (b) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 90% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding, those shares owned by (1) persons who are directors and also officers and (2) employee stock plan in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or (c) on or subsequent to such date the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder. The requirements of the Massachusetts Business Combination Statute do not apply under a number of circumstances including if (i) the corporation fails to satisfy the "Massachusetts nexus" of having a principal executive office or substantial assets in Massachusetts and either 10% or more of its shareholders residing in Massachusetts or 10% or more of its shares owned by Massachusetts residents, (ii) the corporation's original articles of organization contain a provision expressly electing not to be governed by this statute or (iii) if the corporation adopts a by-law within 90 days after the effective date of this statute expressly electing not to be governed thereby. According to publicly available information, the Company's original Articles of Organization and By-Laws do not contain such provisions but the Company has indicated that it does not meet the requirements of the "Massachusetts nexus" test. Accordingly, the requirements of the Massachusetts Business Combination Statute do not apply to the Company.

The Company has represented in the Merger Agreement that its Board of Directors has unanimously approved this Agreement and the transactions contemplated hereby, including the Offer and the Merger, and such approval constitutes approval of the Offer, the Merger Agreement and the transactions contemplated thereby, including the Merger, for purposes of Chapter 110F of the Regulation of Trade Laws, such that the provisions of Section 1 of Chapter 110F of the Regulation of Trade Laws in addition to being inapplicable because of the "Massachusetts nexus" test described above will also not apply to the Offer and such transactions because of such board approval.

MASSACHUSETTS CONTROL SHARE ACQUISITION STATUTE. Massachusetts has also enacted a control share acquisition statute (Chapter 110D of the Regulation of Trade Laws) that provides, in general, that shares of a widely held Massachusetts corporation acquired in a control share acquisition (as defined in the statute) will not have voting rights unless, among other things, voting rights for such shares are approved by a vote of the shareholders of the corporation, not including those holding such shares. Excluded from the definition of "control share acquisition," is, among other things, an acquisition by merger or tender offer pursuant to a merger agreement to which the Massachusetts corporation is a party. Since the Company is a party to the Merger Agreement and since the Company does not meet the "Massachusetts nexus" test, described above, the Massachusetts control share acquisition statute is inapplicable to the acquisition of Shares in the Offer or the Merger.

DISSENTERS' RIGHTS. Shareholders do not have dissenters' rights as a result of the Offer. However, if the Merger is consummated, shareholders of the Company who did not vote in favor of the Merger may have certain rights under Massachusetts law to dissent and demand appraisal of, and payment in cash of the fair value of, their Shares (the "Dissenting Shares"). Such rights, if the statutory procedures were complied with, could lead to a judicial determination of the fair value (excluding any element of value arising from the

accomplishment or expectation of the Merger) required to be paid in cash to such dissenting holders for their Shares. Any such judicial determination of the fair value of Shares could be based upon considerations other than or in addition to the price paid in the Offer and the market value of the Shares, including asset values and the investment value of the Shares. The value so determined could be more or less than the purchase price per Share pursuant to the Offer or the consideration per Share to be paid in the Merger.

In addition, the Merger will have to comply with other applicable procedural and substantive requirements of Massachusetts law, including any duties to minority stockholders imposed upon a controlling or, if applicable, majority stockholder.

THE FOREGOING SUMMARY OF THE RIGHTS OF DISSENTING SHAREHOLDERS DOES NOT PURPORT TO BE A COMPLETE STATEMENT OF THE PROCEDURES TO BE FOLLOWED BY SHAREHOLDERS DESIRING TO EXERCISE ANY AVAILABLE DISSENTERS' RIGHTS. THE PRESERVATION AND EXERCISE OF DISSENTERS' RIGHTS REQUIRE STRICT ADHERENCE TO THE APPLICABLE PROVISIONS OF THE CORPORATIONS CODE.

The foregoing description of the Corporations Code and the Regulation of Trade Laws, including the descriptions of the merger provisions, the Massachusetts Business Combination Statute, the control share acquisition statute and dissenters' rights, is not necessarily complete and is qualified in its entirety by reference to the Corporations Code and the Regulation of Trade Laws.

RULE 13E-3. The Merger would have to comply with any applicable Federal law operative at the time. Rule 13e-3 under the Exchange Act is applicable to certain "going private" transactions; however, the Purchaser believes that Rule 13e-3 will not be applicable to the Merger. If Rule 13e-3 were applicable to the Merger, it would require, among other things, that certain financial information concerning the Company, and certain information relating to the fairness of the proposed transaction and the consideration offered to minority shareholders in such a transaction, be filed with the Commission and disclosed to minority shareholders prior to consummation of the transaction.

13. DIVIDENDS AND DISTRIBUTIONS.

As described above, the Merger Agreement provides that, prior to the time the designees of Dover Technologies have been elected to, and constitute a majority of, the Board of Directors of the Company, without the prior written consent of Dover Technologies, (i) the Company will not, directly or indirectly, (A) except upon exercise of warrants or options or other rights to purchase shares of Common Stock outstanding on the date of the Merger Agreement, issue, sell, transfer or pledge or agree to sell, transfer or pledge any treasury stock of the Company or any capital stock of any of its subsidiaries beneficially owned by it; (B) amend its Articles of Organization, as amended, or by-laws or similar organizational documents; or (C) split, combine or reclassify the outstanding Shares or any outstanding capital stock of any of the subsidiaries of the Company; and (ii) neither the Company nor any of its subsidiaries will (A) declare, set aside or pay any dividend or other distribution payable in cash, stock or property with respect to its capital stock; (B) issue, sell, pledge, dispose of or encumber any additional shares of, or securities convertible into or exchangeable for, or options, warrants, calls, commitments or rights of any kind to acquire, any shares of capital stock of any class of the Company or its subsidiaries, other than Shares reserved for issuance on the date of the Merger Agreement pursuant to the exercise of warrants or options outstanding on such date; (C) transfer, lease, license, sell or dispose of any assets, or incur any indebtedness or other liability other than in the ordinary course of business, or mortgage, pledge or encumber any assets or modify any indebtedness; or (D) redeem, purchase or otherwise acquire, directly or indirectly, any of its capital stock.

14. CONDITIONS OF THE OFFER.

Notwithstanding any other provisions of the Offer, and in addition to (and not in limitation of) the Purchaser's rights to extend and amend the Offer at any time in its sole discretion (subject to the provisions of the Merger Agreement), the Purchaser shall not be required to accept for payment or, subject to any applicable rules and regulations of the Commission, including Rule 14e-l(c) under the Exchange Act (relating to the Purchaser's obligation to pay for or return tendered Shares promptly after termination or

withdrawal of the Offer), pay for, and may delay the acceptance for payment of or, subject to the restriction referred to above, the payment for, any tendered Shares, and may terminate or amend the Offer as to any Shares not then paid for, if (i) any applicable waiting period under the HSR Act has not expired or terminated, (ii) the Minimum Condition has not been satisfied, or (iii) at any time on or after the date of the Merger Agreement and before the time of acceptance for payment for any such Shares, any of the following events shall occur or shall be determined by the Purchaser, in its judgment reasonably exercised, to have occurred:

(a) there shall be threatened or pending any suit, action or proceeding by any court, arbitral tribunal, administrative agency or commission or other governmental or other regulatory authority or agency (a "Governmental Entity") against the Purchaser, Dover Technologies, the Company or any subsidiary of the Company (i) seeking to prohibit or impose any material limitations on Dover Technologies' or the Purchaser's ownership or operation (or that of any of their respective subsidiaries or affiliates) of all or a material portion of their or the Company's businesses or assets, or to compel Dover Technologies or the Purchaser or their respective subsidiaries and affiliates to dispose of or hold separate any material portion of the business or assets of the Company or Dover Technologies and their respective subsidiaries, in each case taken as a whole, (ii) challenging the acquisition by Dover Technologies or the Purchaser of any Shares under the Offer, seeking to restrain or prohibit the making or consummation of the Offer or the Merger or the performance of any of the other transactions contemplated by the Merger Agreement, or seeking to obtain from the Company, Dover Technologies or the Purchaser any damages that are material in relation to the Company and its subsidiaries taken as a whole, (iii) seeking to impose material limitations on the ability of the Purchaser, or render the Purchaser unable, to accept for payment, pay for or purchase some or all of the Shares pursuant to the Offer and the Merger, (iv) seeking to impose material limitations on the ability of Purchaser or Dover Technologies effectively to exercise full rights of ownership of the Shares, including, without limitation, the right to vote the Shares purchased by it on all matters properly presented to the Company's shareholders, or (v) which otherwise is reasonably likely to be materially adverse to the Company and its subsidiaries, taken as a whole;

(b) there shall be any statute, rule, regulation, judgment, order or injunction enacted, entered, enforced, promulgated, or deemed applicable, pursuant to an authoritative interpretation by or on behalf of a Government Entity, to the Offer or the Merger, or any other action shall be taken by any Governmental Entity, other than the application to the Offer or the Merger of applicable waiting periods under HSR Act, that is reasonably likely to result, directly or indirectly, in any of the consequences referred to in clauses (i) through (v) of paragraph (a) above;

(c) there shall have occurred (i) any general suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange or the American Stock Exchange for a period in excess of 24 hours (excluding suspensions or limitations resulting solely from physical damage or interference with such exchanges not related to market conditions), (ii) any decline in either the Dow Jones Industrial Average or the Standard & Poor's Index of 400 Industrial Companies or in the New York Stock Exchange Composite Index in excess of 15% measured from the close of business on the trading day next preceding the date of the Merger Agreement, (iii) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (iv) a commencement of a war, armed hostilities or other international or national calamity directly or indirectly involving the United States, (v) any limitation (whether or not mandatory) by any United States governmental authority on the extension of credit generally by banks or other financial institutions, (vi) a change in general financial, bank or capital market conditions which materially and adversely affects the ability of financial institutions in the United States to extend credit or syndicate loans or (vii) in the case of any of the foregoing existing at the time of the commencement of the Offer, a material acceleration or worsening thereof;

(d) there shall have occurred any events after the date of the Merger Agreement which, either individually or in the aggregate, would be materially adverse to the Company and its subsidiaries, taken as a whole;

(e) the Board of Directors of the Company or any committee thereof shall have withdrawn or modified in a manner adverse to Dover Technologies or the Purchaser its approval or recommendation of the Offer, the Merger or the Merger Agreement, or approved or recommended any Acquisition Proposal (as defined in the Merger Agreement);

(f) the representations and warranties of the Company set forth in the Merger Agreement shall not be true and correct, in each case (i) as of the date referred to in any representation or warranty which addresses matters as of a particular date, or (ii) as to all other representations and warranties, as of the date of the Merger Agreement and as of the scheduled expiration of the Offer, unless the inaccuracies (without giving effect to any materiality or material adverse effect qualifications or materiality exceptions contained therein) under such representations and warranties, taking all the inaccuracies under all the representations and warranties together in their entirety, would not, individually or in the aggregate, be materially adverse to the Company and its Subsidiaries, taken as a whole;

(g) the Company shall have failed to perform any obligation or to comply with any agreement or covenant to be performed or complied with by it under the Merger Agreement other than any failure which would not, either individually or in the aggregate, be materially adverse to the Company and its Subsidiaries, taken as a whole;

(h) any person acquires beneficial ownership (as defined in Rule 13d-3 promulgated under the Exchange Act), of at least 25% of the outstanding Common Stock of the Company; or

(i) the Merger Agreement shall have been terminated in accordance with its terms.

The foregoing conditions are for the sole benefit of Dover Technologies and the Purchaser, may be asserted by Dover Technologies or the Purchaser regardless of the circumstances giving rise to such condition (including any action or inaction by Dover Technologies or the Purchaser not in violation of the Merger Agreement) and may be waived by Dover Technologies or the Purchaser in whole or in part at any time and from time to time in the sole discretion of Dover Technologies or the Purchaser, subject in each case to the terms of the Merger Agreement. The failure by Dover Technologies or the Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

15. CERTAIN LEGAL MATTERS.

Except as described in this Section 15, based on information provided by the Company, none of the Company, Purchaser or Dover Technologies is aware of any license or regulatory permit that appears to be material to the business of the Company and its subsidiaries, taken as a whole, that might be adversely affected by the Purchaser's acquisition of Shares (and the indirect acquisition of the stock of the Company's subsidiaries) as contemplated herein or of any approval or other action by a domestic or foreign governmental, administrative or regulatory agency or authority that would be required for the acquisition and ownership of the Shares (and the indirect acquisition of the stock of the Company's subsidiaries) by the Purchaser as contemplated herein. Should any such approval or other action be required, the Purchaser and Dover Technologies presently contemplate that such approval or other action will be sought, except as described below under "State Takeover Laws." While, except as otherwise described in this Offer to Purchase, the Purchaser does not presently intend to delay the acceptance for payment of or payment for Shares tendered pursuant to the Offer pending the outcome of any such matter, there can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that failure to obtain any such approval or other action might not result in consequences adverse to the Company's business or that certain parts of the Company's business might not have to be disposed of or other substantial conditions complied with in the event that such approvals were not obtained or such other actions were not taken or in order to obtain any such approval or other action. If certain types of adverse action are taken with respect to the matters discussed below, the Purchaser could decline to accept for payment or pay for any Shares tendered. See Section 14 for certain conditions to the Offer, including conditions with respect to governmental actions.

State Takeover Laws. The Company is incorporated under the laws of the Commonwealth of Massachusetts. In general, Section 3 of Chapter 110C of the Regulation of Trade Laws prohibits any offeror from making a takeover bid if he and his associates and affiliates are directly or indirectly the beneficial owners of 5% or more of the issued and outstanding equity securities of any class of the target company, any of which were purchased within one (1) year before the proposed takeover bid, and the offeror, before making any such purchase, failed to publicly announce his intention to gain control of the target company, or otherwise failed to make fair, full, and effective disclosure of such intention to the persons from whom he acquired such securities. Section 1 of Chapter 110C of the Regulation of Trade Laws defines a takeover bid and indicates it does not include any takeover bid to which the target company consents, by action of its Board of Directors, if such Board of Directors has recommended acceptance thereof to shareholders and the terms thereof, including any inducements to officers or directors which are not made available to all shareholders have been furnished to the shareholders. The Company has represented that its Board of Directors has unanimously approved the Merger Agreement and the transactions contemplated hereby, including the Offer and the Merger, and such approval constitutes approval of the Offer, the Merger Agreement and the transactions contemplated thereby, including the Merger, for purposes of Section 1 and Section 3 of Chapter 110C of the Regulation of Trade Laws, such that the provisions of Section 1 and the restrictions contained in Section 3 of the Regulation of Trade Laws will not apply to the Offer and such transactions. A number of other states have adopted laws and regulations applicable to attempts to acquire securities of corporations which are incorporated, or have substantial assets, shareholders, principal executive offices or principal places of business, or whose business operations otherwise have substantial economic effects in such states. In Edgar v. MITE Corp., the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover statute, which, as a matter of state securities law, made takeovers of corporations meeting certain requirements more difficult. However in 1987, in CTS Corp. v. Dynamics Corp. of America, the Supreme Court held that the State of Indiana may, as a matter of corporate law and, in particular, with respect to those aspects of corporate law concerning corporate governance, constitutionally disqualify a potential acquiror from voting on the affairs of a target corporation without the prior approval of the remaining shareholders. The state law before the Supreme Court was by its terms applicable only to corporations that had a substantial number of shareholders in the state and were incorporated there.

The Company is headquartered in New Hampshire. Pursuant to Section 421-A of the New Hampshire Annotated Statutes, Title XXXVIII Securities ("New Hampshire Securities Law") no offeror shall make a takeover bid unless as soon as practical on the date of commencement of the takeover bid he files with the Secretary of State and the target company a registration statement containing the information required by Section 421-A:4 of the New Hampshire Securities Law and publicly discloses the material terms of the offer. Under Section 421-A:2 of the New Hampshire Securities Law a takeover bid is defined to mean the acquisition of, offer to acquire, or request or invitation for tenders of an equity security of a corporation organized under the laws of New Hampshire or having its principal place of business within New Hampshire or having its principal executive office within New Hampshire or which is the parent of a subsidiary incorporated under New Hampshire Law if after acquisition thereof the offeror would directly or indirectly be a record or beneficial owner of more than 5% of any class of the issued and outstanding equity securities of such corporation. It is the Purchaser's current understanding that (i) less than 10% of its shareholders reside in New Hampshire, (ii) less than 10% of its shares are owned by New Hampshire residents and (iii) there are less than ten thousand shareholders who are residents in New Hampshire. Consequently, this New Hampshire statute may not be applicable to this transaction. If it is applicable the Purchaser will comply with such statute.

The Company and certain of its subsidiaries conduct business in a number of other states throughout the United States, some of which have enacted takeover laws and regulations. Neither Dover Technologies nor the Purchaser knows whether any or all of these other takeover laws and regulations will by their terms apply to the Offer, and, except as set forth above with respect to Sections 1 and 3 of Chapter 110C of the Regulation of Trade Laws and the New Hampshire Securities Law, neither Dover Technologies nor the Purchaser has currently complied with any other state takeover statute or regulation. The Purchaser reserves the right to challenge the applicability or validity of any state law purportedly applicable to the Offer and nothing in this Offer to Purchase or any action taken in connection with the Offer is intended as a waiver of such right. If it is

asserted that any state takeover statute is applicable to the Offer and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer, the Purchaser might be required to file certain information with, or to receive approvals from, the relevant state authorities, and the Purchaser might be unable to accept for payment or pay for Shares tendered pursuant to the Offer, or may be delayed in consummating the Offer. In such case, the Purchaser may not be obligated to accept for payment or pay for any Shares tendered pursuant to the Offer. See Section 14.

Antitrust. The Offer and the Merger are subject to the HSR Act, which provides that certain acquisition transactions may not be consummated unless certain information has been furnished to the Antitrust Division of the Department of Justice (the "Antitrust Division") and the Federal Trade Commission (the "FTC") and certain waiting period requirements have been satisfied.

Dover Technologies and the Company expect to file soon their Notification and Report Forms with respect to the Offer under the HSR Act. The waiting period under the HSR Act with respect to the Offer will expire at 11:59 p.m., New York City time, on the fifteenth day after the date Dover Technologies' form is filed unless early termination of the waiting period is granted. However, the Antitrust Division or the FTC may extend the waiting period by requesting additional information or documentary material from Dover Technologies or the Company. If such a request is made, such waiting period will expire at 11:59 p.m., New York City time, on the tenth day after substantial compliance by Dover Technologies with such request. Only one extension of the waiting period pursuant to a request for additional information is authorized by the HSR Act. Thereafter, such waiting period may be extended only by court order or with the consent of Dover Technologies. In practice, complying with a request for additional information or material can take a significant amount of time. In addition, if the Antitrust Division or the FTC raises substantive issues in connection with a proposed transaction, the parties frequently engage in negotiations with the relevant governmental agency concerning possible means of addressing those issues and may agree to delay consummation of the transaction while such negotiations continue. The Purchaser will not accept for payment Shares tendered pursuant to the Offer unless and until the waiting period requirements imposed by the HSR Act with respect to the Offer have been satisfied. See Section 14.

As discussed below, the HSR Act requirements with respect to the Merger will not apply if certain conditions are met. In particular, the Merger may not be consummated until thirty days after receipt by the Antitrust Division and the FTC of the Notification and Report Forms of both Dover Technologies and the Company unless the Purchaser acquires 50% or more of the outstanding Shares pursuant to the Offer (which would be the case if the Minimum Condition were satisfied) or the thirty-day period is earlier terminated by the Antitrust Division and the FTC. Within such thirty-day period, the Antitrust Division or the FTC may request additional information or documentary materials from Dover Technologies and/or the Company. The Merger may not be consummated until twenty days after such requests are substantially complied with by both Dover Technologies and the Company. Thereafter, the waiting periods may be extended only by court order or with the consent of Dover Technologies and the Company.

The FTC and the Antitrust Division frequently scrutinize the legality under the antitrust laws of transactions such as the Purchaser's acquisition of Shares pursuant to the Offer and the Merger. At any time before or after the Purchaser's acquisition of Shares, the Antitrust Division or the FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the acquisition of Shares pursuant to the Offer or otherwise or seeking divestiture of Shares acquired by the Purchaser or divestiture of substantial assets of Dover Technologies or its subsidiaries. Private parties, as well as state governments, may also bring legal action under the antitrust laws under certain circumstances. Based upon an examination of publicly available information relating to the businesses in which Dover Technologies and the Company are engaged, Dover Technologies and the Purchaser believe that the acquisition of Shares by the Purchaser will not violate the antitrust laws. Nevertheless, there can be no assurance that a challenge to the Offer or other acquisition of Shares by the Purchaser on antitrust grounds will not be made or, if such a challenge is made, of the result. See Section 14 for certain conditions to the Offer, including conditions with respect to litigation and certain governmental actions.

Other. Based upon Purchaser's examination of publicly available information concerning the Company, it appears that the Company and its subsidiaries own assets and conduct business in a number of foreign

countries. In connection with the acquisition of Shares pursuant to the Offer, the laws of certain of these foreign countries may require the filing of information with, or the obtaining of the approval of, governmental authorities therein. After commencement of the Offer, Purchaser will seek further information regarding the applicability of any such laws and currently intends to take such action as they may require, but no assurance can be given that such approvals will be obtained. If any action is taken prior to completion of the Offer by any such government or governmental authority, Purchaser may not be obligated to accept for payment or pay for any tendered Shares.

16. FEES AND EXPENSES.

Dover Technologies has engaged Beacon Group Capital Services, LLC to act as financial advisor to Dover Technologies in connection with the proposed acquisition of the Company. Dover Technologies has agreed to pay Beacon Group Capital Services, LLC an advisory fee of $350,000.00 in connection with the transactions contemplated by the Merger Agreement. Dover Technologies has also agreed to reimburse Beacon Group Capital Services, LLC for all reasonable out-of-pocket expenses incurred in connection with its role as financial advisor, for the Offer and the Merger, including reasonable attorneys' fees and disbursements, and to indemnify Beacon Group Capital Services, LLC against certain liabilities in connection with the Offer, including certain liabilities under federal securities laws.

The Purchaser has retained Morrow & Co., Inc. to act as the Information Agent and The Bank of New York to act as the Depositary in connection with the Offer. Such firms each will receive reasonable and customary compensation for their services. The Purchaser has also agreed to reimburse each such firm for certain reasonable out-of-pocket expenses and to indemnify each such firm against certain liabilities in connection with their services, including certain liabilities under federal securities laws.

The Purchaser will not pay any fees or commissions to any broker or dealer or other person (other than the Information Agent) for making solicitations or recommendations in connection with the Offer. Brokers, dealers, banks and trust companies will be reimbursed by the Purchaser for customary mailing and handling expenses incurred by them in forwarding material to their customers.

17. MISCELLANEOUS.

The Offer is being made to all holders of Shares other than the Company. The Purchaser is not aware of any jurisdiction in which the making of the Offer or the tender of Shares in connection therewith would not be in compliance with the laws of such jurisdiction. If the Purchaser becomes aware of any jurisdiction in which the making of the Offer would not be in compliance with applicable law, the Purchaser will make a good faith effort to comply with any such law. If, after such good faith effort, the Purchaser cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares residing in such jurisdiction. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of the Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

No person has been authorized to give any information or to make any representation on behalf of Dover Technologies, Dover Corporation or the Purchaser not contained herein or in the Letter of Transmittal and, if given or made, such information or representation must not be relied upon as having been authorized.

The Purchaser, Dover Technologies and Dover Corporation have filed with the Commission the Schedule 14D-1 pursuant to Rule 14d-3 under the Exchange Act furnishing certain additional information with respect to the Offer. The Schedule 14D-1 and any amendments thereto, including exhibits, may be examined and copies may be obtained from the offices of the Commission and the American Stock Exchange, Inc. in the manner set forth in Section 9 of this Offer to Purchase (except that they will not be available at the regional offices of the Commission).

DTI INTERMEDIATE, INC.

SEPTEMBER 9, 1997

SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS
OF DOVER CORPORATION, DOVER TECHNOLOGIES AND THE PURCHASER

The following table sets forth the name, business address and present principal occupation or employment, and material occupations, positions, offices or employments for the past five years, of each director and executive officer of Dover Corporation, Dover Technologies and DTI Intermediate, Inc. Each such person is a citizen of the United States of America (except that Messrs. Benson and Fleming are citizens of the United Kingdom and Mr. Ormsby is a citizen of Canada) and, unless otherwise indicated, the business address of each such person is c/o Dover Technologies International, Inc., One Marine Midland Plaza, Sixth Floor, East Tower, Binghamton, New York 13901. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to employment with the respective company. Unless otherwise indicated, each such person has held his or her present occupation as set forth below, or has been an executive officer at the respective company, or the organization indicated, for the past five years. Directors are identified by an asterisk.

DOVER CORPORATION

NAME AND ADDRESS	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
David H. Benson*.....	Non-Executive Director and formerly Vice Chairman of Kleinwort-Benson Group Plc; Chairman, Kleinwort Charter Investment Trust Plc. (financial management); Director of The Rouse Company (real estate development); Director of Harrow Corporation (industrial manufacturing); Non-Executive Director of British Gas Plc. and Marshall Cavendish Ltd.; Trustee of The Charities Official Investment Fund and The Pilot Funds (financial management).
Lewis E. Burns.....	Vice President of Dover Corporation; Director and President of Dover Industries, Inc.; Director of Dover Technologies.
Magalen O. Bryant*.....	Director of Carlisle Companies Incorporated and O'Sullivan Corp. (industrial manufacturing).
Jean-Pierre M. Ergas*.....	Executive Vice President, Europe, Alcan Aluminum, Ltd. (aluminum manufacturer); previously Chairman and Chief Executive Officer of American National Can Company (beverage can manufacturer); Director of ABC Rail Products Corporation (rail equipment manufacturer) and Brockway Standard Holdings Corporation (container manufacturer).
Roderick J. Fleming*.....	Director, Robert Fleming Holdings Ltd. (financial management); previously International Portfolio Director (through November 1991), Director Capital Markets (through July 1993), and Director of Corporate Finance UK (through April 1994) at Robert Fleming; Director of Aurora Exploration and Development Corporation Ltd. (natural resources); Updown Investment Company Ltd. (financial management); and West Rand Consolidated Mines Limited (natural resources).
John F. Fort*.....	Director of Tyco International Ltd. (fire protection systems and industrial products) and formerly Chairman (through January 1993) and Chief Executive Officer (through July 1992); Director Roper Industries (industrial products).
Rudolf J. Herrmann.....	Vice President of Dover Corporation; Director and President of Dover Resources, Inc.; Director of Dover Technologies.

NAME AND ADDRESS	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT; MATERIAL POSITIONS HELD DURING THE PAST FIVE YEARS
James L. Koley*.....	Chairman, Koley, Jessen, Daubman & Rupiper, P.C (law firm); Chairman of the Board of Directors of Arts-Way Manufacturing Co., Inc. (agricultural manufacturing).
John F. McNiff*.....	Vice President-Finance of Dover Corporation, Director, The Allen Group (telecommunications products); and The Haven Fund (financial management); Director of Dover Technologies.
Anthony J. Ormsby*.....	Private investor; Director of Dover Technologies.
John E. Pomeroy.....	Vice President of Dover Corporation; Director and President of Dover Technologies.
Thomas L. Reece*.....	President (since May 1993) and Chief Executive Officer (since May 1994) of Dover Corporation; prior thereto Vice President of Dover Corporation and President of Dover Resources, Inc.; Director of Dover Technologies.
Gary L. Roubos*.....	Chairman of the Board of Dover Corporation; previsouly Chief Executive Officer (through May 1994) and President (through May 1993) of Dover Corporation for more than five years; Director of Bell & Howell Company (information managment); Omnicom Group, Inc. (advertising); and The Treasurers Fund (financial management); Director of Dover Technologies.
Jerry W. Yochum.....	Vice President of Dover Corporation; Director and President of Dover Diversified, Inc.
	DOVER TECHNOLOGIES INTERNATIONAL, INC.
Lewis E. Burns*.....	See Dover Corporation above.
Rudolf J. Herrmann*.....	See Dover Corporation above.
Robert G. Kuhbach*.....	Vice President and General Counsel to Dover Corporation.
Robert A. Livingston.....	Vice President, Chief Financial Officer, Secretary and Treasurer of Dover Technologies; Assistant Secretary of Dover Corporation.
John F. McNiff*.....	See Dover Corporation above.
Anthony J. Ormsby*.....	See Dover Corporation above.
John E. Pomeroy*.....	See Dover Corporation above.
Thomas L. Reece*.....	See Dover Corporation above.
Gary L. Roubos*.....	See Dover Corporation above.
	DTI INTERMEDIATE, INC.
Robert A. Livingston*.....	See Dover Technologies above.
John E. Pomeroy*.....	See Dover Corporation above.

Facsimile copies of the Letter of Transmittal, properly completed and duly signed, will be accepted. The Letter of Transmittal, certificates for Shares and any other required documents should be sent or delivered by each shareholder of the Company or his broker, dealer, commercial bank, trust company or other nominee to the Depositary, at one of the addresses set forth below:

The Depositary for the Offer is:

THE BANK OF NEW YORK

By Mail:	By Hand/Overnight Delivery:
Tender & Exchange Department	Tender & Exchange Department
P.O. Box 11248	101 Barclay Street
Church Street Station	Receive and Deliver Window
New York, New York 10286-1248	New York, New York 10286

By Facsimile Transmission:

(For Eligible Institutions Only)
(212) 815-6213
Confirm Receipt of Facsimile by Telephone:
(800) 507-9357

Questions and requests for assistance or additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and the Guidelines for Certification of Taxpayer Identification on Substitute Form W-9 may be directed to the Information Agent at its respective location and telephone number set forth below. Shareholders may also contact their broker, dealer, commercial bank or trust company for assistance concerning the Offer.

The Information Agent for the Offer is:

Morrow & Co., Inc.
909 Third Avenue, 20th Floor
New York, New York 10022
(212) 754-8000
Toll Free: (800) 566-9061

Banks and Brokerage Firms please call:
(800) 662-5200

LETTER OF TRANSMITTAL

TO TENDER SHARES OF COMMON STOCK

OF

VITRONICS CORPORATION

PURSUANT TO OFFER TO PURCHASE
DATED SEPTEMBER 9, 1997

BY

DTI INTERMEDIATE, INC.

A WHOLLY OWNED SUBSIDIARY OF

DOVER TECHNOLOGIES INTERNATIONAL, INC.

AN INDIRECT WHOLLY OWNED SUBSIDIARY OF

DOVER CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON MONDAY, OCTOBER 6, 1997, UNLESS THE OFFER IS EXTENDED.

The Depositary for the Offer is:

THE BANK OF NEW YORK

BY MAIL:	FACSIMILE TRANSMISSION:	BY HAND OR OVERNIGHT COURIER:
Tender & Exchange Department P.O. Box 11248 Church Street Station New York, New York 10286-1248	(for Eligible Institutions Only) (212) 815-6213	Tender & Exchange Department 101 Barclay Street Receive and Deliver Window New York, New York 10286

CONFIRM RECEIPT OF FACSIMILE BY TELEPHONE:

(800) 507-9357

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is to be completed by shareholders of Vitronics Corporation either if certificates ("Share Certificates") evidencing shares of common stock, par value $0.01 per share (the "Shares"), are to be forwarded herewith or if delivery of Shares is to be made by book-entry transfer to an account maintained by The Bank of New York (the "Depositary") at The Depository Trust Company (a "Book-Entry Transfer Facility") pursuant to the book-entry transfer procedure described in "The Offer-Procedure for Tendering Shares" of the Offer to Purchase (as defined below). DELIVERY OF DOCUMENTS TO A BOOK-ENTRY TRANSFER FACILITY IN ACCORDANCE WITH SUCH BOOK-ENTRY TRANSFER FACILITY'S PROCEDURES DOES NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

Purchaser (as defined in the Offer to Purchase) reserves the right to require that it receive such certificates prior to accepting Shares for payment. Payment for Shares tendered and purchased pursuant to the Offer will be made only after timely receipt by the Depositary of, among other things, such certificates, if such certificates have been distributed to holders of Shares.

Shareholders whose Share Certificates are not immediately available or who cannot deliver their Share Certificates and all other documents required hereby to the Depositary prior to the Expiration Date (as defined in "The Offer -- Terms of the Offer" of the Offer to Purchase) or who cannot complete the procedure for delivery by book-entry transfer on a timely basis and who wish to tender their Shares must do so pursuant to the guaranteed delivery procedure described in "The Offer -- Procedure for Tendering Shares" of the Offer to Purchase. See Instruction below.

[ ] CHECK HERE IF SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE DEPOSITARY'S ACCOUNT AT ONE OF THE BOOK-ENTRY TRANSFER FACILITIES AND COMPLETE THE FOLLOWING.

Name of Tendering Institution:
- ---

Check Box of Applicable Book-Entry Transfer Facility and provide Account Number and Transaction Code Number:

[ ] The Depository Trust Company

Account Number
- ---

Transaction Code Number
- ---

[ ] CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY (PLEASE INCLUDE A PHOTOCOPY OF SUCH NOTICE OF GUARANTEED DELIVERY) AND COMPLETE THE FOLLOWING.

Name(s) of Registered Holder(s):
- ---

Window Ticket Number (if any):
- ---

Date of Execution of Notice of Guaranteed Delivery:

Name of Institution which Guaranteed Delivery:

If Delivered by Book-Entry Transfer, Check Box of Book-Entry Transfer Facility and provide Account Number and Transaction Code Number:

[ ] The Depository Trust Company

Account Number
- ---

Transaction Code Number
- ---

DESCRIPTION OF SHARES TENDERED

NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDER(S) (PLEASE FILL IN, IF BLANK)	SHARE CERTIFICATE(S) TENDERED (ATTACH ADDITIONAL LIST IF NECESSARY)		
	CERTIFICATE NUMBER(S)*	TOTAL NUMBER OF SHARES REPRESENTED BY CERTIFICATE(S)	NUMBER OF SHARES TENDERED**
	Total Shares		

* Need not be completed by shareholders tendering by book-entry transfer.

** Unless otherwise indicated, it will be assumed that all Shares being delivered to the Depositary are being tendered. See Instruction 4.

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE INSTRUCTIONS SET FORTH IN THIS
LETTER OF TRANSMITTAL CAREFULLY.

LADIES AND GENTLEMEN:

The undersigned hereby tenders to DTI Intermediate, Inc., a Delaware corporation, a wholly owned subsidiary of Dover Technologies International, Inc., a Delaware corporation, an indirect wholly owned subsidiary of Dover Corporation, a Delaware corporation, the above-described shares of common stock, par value $0.01 per share (the "Shares"), of Vitronics Corporation, a Massachusetts (the "Company"), pursuant to Purchaser's offer to purchase all outstanding Shares, at a price of $1.90 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated September 9, 1997 (the "Offer to Purchase"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (which, together with the Offer to Purchase, each as amended or supplemented from time to time, constitute the "Offer").

The undersigned understands that Purchaser reserves the right to transfer or assign, in whole at any time, or in part from time to time, to a subsidiary of Purchaser, the right to purchase all or any portion of the Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve Purchaser of its obligations under the Offer and will in no way prejudice the rights of tendering shareholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

Subject to, and effective upon, acceptance for payment of the Shares tendered herewith, in accordance with the terms of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchaser all right, title and interest in and to all the Shares that are being tendered hereby, and irrevocably appoints the Depositary the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (a) deliver certificates for such Shares (individually, a "Share Certificate"), or transfer ownership of such Shares on the account books maintained by a Book-Entry Transfer Facility, together, in either case, with all accompanying evidence of transfer and authenticity to, or upon the order of Purchaser, (b) present such Shares for transfer on the books of the Company and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares, all in accordance with the terms of the Offer.

By executing this Letter of Transmittal, the undersigned irrevocably appoints John E. Pomeroy and Robert A. Livingston as proxies of the undersigned, each with full power of substitution, to the full extent of the undersigned's rights with respect to the Shares tendered by the undersigned and accepted for payment by Purchaser. All such proxies shall be considered coupled with an interest in the tendered Shares. This appointment will be effective if, when, and only to the extent that, Purchaser accepts such Shares for payment pursuant to the Offer. Upon such acceptance for payment, all prior proxies given by the undersigned with respect to such Shares, Distributions and other securities will, without further action, be revoked, and no subsequent proxies may be given. The individuals named above as proxies will, with respect to the Shares, be empowered to exercise all voting and other rights of the undersigned as they in their sole discretion may deem proper at any annual, special, adjourned or postponed meeting of the Company's shareholders, by written consent or otherwise, and Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares Purchaser must be able to exercise full voting rights with respect to such Shares.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby, that the undersigned own(s) the Shares tendered hereby within the meaning of Rule 14e-4 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that such tender of Shares complies with Rule 14e-4 under the Exchange Act, and that when such Shares are accepted for payment by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances, and that none of such Shares will be subject to any adverse claim. The undersigned, upon request, shall execute and deliver all additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby.

No authority herein conferred or agreed to be conferred shall be affected by, and all such authority shall survive, the death or incapacity of the undersigned. All obligations of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that tenders of Shares pursuant to any one of the procedures described in "The Offer -- Procedure Tendering Shares" of the Offer to Purchase and in the Instructions hereto will constitute the undersigned's acceptance of the terms and conditions of the Offer. Purchaser's acceptance for payment of Shares tendered pursuant to the Offer will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer. The undersigned recognizes that under certain circumstances set forth in the Offer to Purchase, Purchaser may not be required to accept for payment any of the Shares tendered hereby.

Unless otherwise indicated herein in the box entitled "Special Payment Instructions", please issue the check for the purchase price of all Shares purchased, and return all Share Certificates evidencing Shares not purchased or not tendered, in the name(s) of the registered holder(s) appearing above under "Description of Shares Tendered". Similarly, unless otherwise indicated in the box entitled "Special Delivery Instructions", please mail the check for the purchase price of all Shares purchased and all Share Certificates evidencing Shares not tendered or not purchased (and accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing above under "Description of Shares Tendered". In the event that the boxes entitled "Special Payment Instructions" and "Special Delivery Instructions" are both completed, please issue the check for the purchase price of all Shares purchased and return all Share Certificates evidencing Shares not purchased or not tendered in the name(s) of, and mail such check and Share Certificates to, the person(s) so indicated. Unless otherwise indicated herein in the box entitled "Special Payment Instructions", please credit any Shares tendered hereby and delivered by book-entry transfer, but which are not purchased, by crediting the account at the Book-Entry Transfer Facility designated above. The undersigned recognizes that Purchaser has no obligation, pursuant to the Special Payment Instructions, to transfer any Shares from the name of the registered holder(s) thereof if Purchaser does not accept for payment any of the Shares tendered hereby.

SPECIAL PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7) OF THIS
LETTER OF TRANSMITTAL)

To be completed ONLY if Share Certificates not tendered or not purchased and/or the check for the purchase price of Shares purchased are to be issued in the name of someone other than the undersigned, or if Shares delivered by book-entry transfer which are not purchased are to be returned by credit to an account maintained at a Book-Entry Transfer Facility other than that designated above.

Issue: [ ] Check [ ] Certificate(s) to:

Name

(PLEASE PRINT)

Address

(INCLUDE ZIP CODE)

(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)

(ALSO COMPLETE SUBSTITUTE FORM W-9 BELOW)

[ ] Credit unpurchased Shares delivered by book-entry transfer to the Book-Entry Transfer Facility account set forth below:

Check appropriate Box:
[ ] The Depository Trust Company

(ACCOUNT NUMBER)
==========

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7) OF THIS
LETTER OF TRANSMITTAL)

To be completed ONLY if Share Certificates not tendered or not purchased and/or the check for the purchase price of Shares purchased are to be sent to someone other than the undersigned, or to the undersigned at an address other than that shown above.

Mail: [ ] Check [ ] Certificate(s) to:

Name

(PLEASE PRINT)

Address

(INCLUDE ZIP CODE)

(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)

SIGN HERE
(ALSO COMPLETE SUBSTITUTE FORM W-9 ON REVERSE)

- ----------

- ----------
(SIGNATURE(S) OF STOCKHOLDER(S))

Dated:
- ---------- , 1997

(Must be signed by registered holder(s) exactly as name(s) appear(s) on Share Certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please provide the following information. See Instruction 5 of this Letter of Transmittal.)

Name(s) ----------

- ----------
(PLEASE PRINT)

Capacity (Full Title)

Address----------

- ----------
(ZIP CODE)

Daytime Area Code and Telephone Number ( )

Tax Identification or Social Security Number

(COMPLETE SUBSTITUTION FORM W-9 ON REVERSE)

GUARANTEE OF SIGNATURE(S)
(IF REQUIRED -- SEE INSTRUCTIONS 1 AND 5 OF THIS LETTER OF TRANSMITTAL)

Authorized Signature

Name ----------
(PLEASE PRINT)

Title----------

Name of Firm

Address----------
(ZIP CODE)

Area Code and Telephone Number ( )

Dated:
- ---------- , 1997

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. Guarantee of Signatures. Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a firm which is a bank, broker, dealer, credit union, savings association, or other entity that is a member in good standing of the Securities Transfer Agent's Medallion Program (each, an "Eligible Institution"). No signature guarantee is required on this Letter of Transmittal (a) if this Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this document, shall include any participant in a Book-Entry Transfer Facility whose name appears on a security position listing as the owner of Shares) of Shares tendered herewith, unless such holder(s) has completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the reverse hereof, or (b) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5. If a Share Certificate is registered in the name of a person other than the signer of this Letter of Transmittal, or if payment is to be made, or a Share Certificate not accepted for payment or not tendered is to be returned, to a person other than the registered holder(s), then the Share Certificate must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on the Share Certificate, with the signature(s) on such Share Certificate or stock powers guaranteed as described above. See Instruction 5.

2. Delivery of Letter of Transmittal and Share Certificates. This Letter of Transmittal is to be used either if Share Certificates are to be forwarded herewith or if Shares are to be delivered by book-entry transfer pursuant to the procedure set forth in "The Offer -- Procedure for Tendering Shares" in the Offer to Purchase. Share Certificates evidencing all tendered Shares, or confirmation of a book-entry transfer of such Shares, if such procedure is available, into the Depositary's account at one of the Book-Entry Transfer Facilities pursuant to the procedures set forth in "The Offer -- Procedure for Tendering Shares" in the Offer to Purchase, together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof) with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message, as defined below) and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the reverse hereof prior to the Expiration Date (as defined in "The Offer -- Terms of the Offer" of the Offer to Purchase). If Share Certificates are forwarded to the Depositary in multiple deliveries, a properly completed and duly executed Letter of Transmittal must accompany each such delivery. Shareholders whose Share Certificates are not immediately available, who cannot deliver their Share Certificates and all other required documents to the Depositary prior to the Expiration Date or who cannot complete the procedure for delivery by book-entry transfer on a timely basis may tender their Shares pursuant to the guaranteed delivery procedure described in "The Offer -- Procedure for Tendering Shares" in the Offer to Purchase. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution; (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by Purchaser herewith, must be received by the Depositary prior to the Expiration Date; and (iii) in the case of a guarantee of Shares, the Share Certificates, in proper form for transfer, or a confirmation of a book-entry transfer of such Shares, if such procedure is available, into the Depositary's account at one of the Book-Entry Transfer Facilities, together with a properly completed and duly executed Letter of Transmittal (or manually signed facsimile thereof) with any required signature guarantees (or in the case of a book-entry transfer, an Agent's Message), and any other documents required by this Letter of Transmittal, must be received by the Depositary within three New York Stock Exchange, Inc. trading days after the date of execution of the Notice of Guaranteed Delivery, all as described in "The Offer -- Procedure for Tendering Shares" in the Offer to Purchase. The term "Agent's Message" means a message, transmitted by a Book-Entry Transfer Facility to, and received by the Depositary and forming a part of a Book-Entry Confirmation, which states that such Book-Entry Transfer Facility has received an express acknowledgement from the participant in such Book-Entry Transfer Facility tendering the Shares, that such participant has received and agrees to be bound by the terms of this Letter of Transmittal and that the Purchaser may enforce such agreement against the participant.

THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, SHARE CERTIFICATES AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH ANY BOOK-ENTRY TRANSFER FACILITY, IS AT THE OPTION AND RISK OF THE TENDERING SHAREHOLDER, AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. By execution of this Letter of Transmittal (or a facsimile hereof), all tendering shareholders waive any right to receive any notice of the acceptance of their Shares for payment.

3. Inadequate Space. If the space provided herein under "Description of Shares Tendered" is inadequate, the Share Certificate numbers, the number of Shares evidenced by such Share Certificates and the number of Shares tendered should be listed on a separate schedule and attached hereto.

4. Partial Tenders. (Not applicable to shareholders who tender by book-entry transfer.) If fewer than all the Shares evidenced by any Share Certificate delivered to the Depositary herewith are to be tendered hereby, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered". In such cases, new Share Certificate(s) evidencing the remainder of the Shares that were evidenced by the Share Certificates delivered to the Depositary herewith will be sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the box entitled "Special Delivery Instructions", as soon as practicable after the expiration or termination of the Offer. All Shares evidenced by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. Signatures of Letter of Transmittal; Stock Powers and Endorsements. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificates evidencing such Shares without alteration, enlargement or any other change whatsoever.

If any Share tendered hereby is owned of record by two or more persons, all such persons must sign this Letter of Transmittal.

If any of the Shares tendered hereby are registered in the name of different holders, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of such certificates.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of Share Certificates or separate stock powers are required, unless payment is to be made to, or Share Certificates evidencing Shares not tendered or not purchased are to be issued in the name of, a person other than the registered holder(s), in which case, the Share Certificate(s) evidencing the Shares tendered hereby must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on such Share Certificate(s). Signatures on such Share Certificate(s) and stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, the Share Certificate(s) evidencing the Shares tendered hereby must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on such Share Certificate(s). Signatures on such Share Certificate(s) and stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal or any Share Certificate(s) or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to Purchaser of such person's authority so to act must be submitted.

6. Stock Transfer Taxes. Except as otherwise provided in this Instruction 6, Purchaser will pay all stock transfer taxes with respect to the sale and transfer of any Shares to it or its order pursuant to the Offer. If, however, payment of the purchase price of any Shares purchased is to be made to, or Share Certificate(s) evidencing Shares not tendered or not purchased are to be issued in the name of, a person other than the registered holder(s), the amount of any stock transfer taxes (whether imposed on the registered holder(s), such other person or otherwise) payable on account of the transfer to such other person will be deducted from the purchase price of such Shares purchased, unless evidence satisfactory to Purchaser of the payment of such taxes, or exemption therefrom, is submitted.

EXCEPT AS PROVIDED IN THIS INSTRUCTION 6, IT WILL NOT BE NECESSARY FOR TRANSFER TAX STAMPS TO BE AFFIXED TO THE SHARE CERTIFICATE(S) EVIDENCING THE SHARES TENDERED HEREBY.

7. Special Payment and Delivery Instructions. If a check for the purchase price of any Shares tendered hereby is to be issued, or Share Certificate(s) evidencing Shares not tendered or not purchased are to be issued, in the name of a person other than the person(s) signing this Letter of Transmittal or if such check or any such Share Certificate is to be sent to someone other than the person(s) signing this Letter of Transmittal or to the person(s) signing this Letter of Transmittal but at an address other than that shown in the box entitled "Description of Shares Tendered", the appropriate boxes on this Letter of Transmittal must be completed. Shares tendered hereby by book-entry transfer may request that Shares not purchased be credited to such account maintained at a Book-Entry Transfer Facility as such shareholder may designate in the box entitled "Special Payment Instructions" on the reverse hereof. If no such instructions are given, all such Shares not purchased will be returned by crediting the account at the Book-Entry Transfer Facility designated on the reverse hereof as the account from which such Shares were delivered.

8. Requests for Assistance or Additional Copies. Requests for assistance may be directed to the Information Agent at its address or telephone number set forth below. Additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and the Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 may be obtained from the Information Agent or from brokers, dealers, commercial banks or trust companies.

9. Substitute Form W-9. Each tendering shareholder is required to provide the Depositary with a correct Taxpayer Identification Number ("TIN") on the Substitute Form W-9 which is provided under "Important Tax Information" below, and to certify, under penalties of perjury, that such number is correct and that such shareholder is not subject to backup withholding of federal income tax. If a tendering shareholder has been notified by the Internal Revenue Service that such shareholder is subject to backup withholding, such shareholder must cross out item (2) of the Certification box of the Substitute Form W-9, unless such shareholder has since been notified by the Internal Revenue Service that such shareholder is no longer subject to backup withholding. Failure to provide the information on the Substitute Form W-9 may subject the tendering shareholder to 31% federal income tax withholding on the payment of the purchase price of all Shares purchased from such shareholder. If the tendering shareholder has not been issued a TIN and has applied for one or intends to apply for one in the near future, such shareholder should write "Applied For" in the space provided for the TIN in Part I of the Substitute Form W-9, and sign and date the Substitute Form W-9. If "Applied For" is written in Part I and the Depositary is not provided with a TIN within sixty (60) days, the Depositary will withhold 31% on all payments of the purchase price to such shareholder until a TIN is provided to the Depositary.

10. Lost, Destroyed or Stolen Certificates. If any certificate(s) representing Shares has been lost, destroyed or stolen, the shareholder should promptly notify the Depositary. The shareholder will then be instructed as to the steps that must be taken in order to replace the certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed certificates have been followed.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR FACSIMILE HEREOF), PROPERLY COMPLETED AND DULY EXECUTED, WITH ANY REQUIRED SIGNATURE GUARANTEES, OR AN AGENT'S MESSAGE (TOGETHER WITH SHARE CERTIFICATES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS) OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under the federal income tax law, a shareholder whose tendered Shares are accepted for payment is required by law to provide the Depositary (as payer) with such shareholder's correct TIN on Substitute Form W-9 below. If such shareholder is an individual, the TIN is such shareholder's social security number. If the Depositary is not provided with the correct TIN, the shareholder may be subject to a $50 penalty imposed by the Internal Revenue Service. In addition, payments that are made to such shareholder with respect to Shares purchased pursuant to the Offer may be subject to backup withholding of 31%.

Certain shareholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order for a foreign individual to qualify as an exempt recipient, such individual must submit a statement, signed under penalties of perjury, attesting to such individual's exempt status. Forms of such statements can be obtained from the Depositary. See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional instructions.

If backup withholding applies with respect to a shareholder, the Depositary is required to withhold 31% of any payments made to such shareholder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service.

PURPOSE OF SUBSTITUTE FORM W-9

To prevent backup withholding on payments that are made to a shareholder with respect to Shares purchased pursuant to the Offer, the shareholder is required to notify the Depositary of such shareholder's correct TIN by completing the form below certifying (a) that the TIN provided on Substitute Form W-9 is correct (or that such shareholder is awaiting a TIN), and (b) that (i) such shareholder has not been notified by the Internal Revenue Service that such shareholder is not subject to backup withholding as a result of a failure to report all interest or dividends or (ii) the Internal Revenue Service has notified such shareholder that such shareholder is no longer subject to backup withholding.

WHAT NUMBER TO GIVE THE DEPOSITARY

The shareholder is required to give the Depositary the social security number or employer identification number of the record holder of the Shares tendered hereby. If the Shares are in more than one name or are not in the name of the actual owner, consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional guidance on which number to report. If the tendering shareholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, the shareholder should write "Applied For" in the space provided for the TIN in Part I, and sign and date the Substitute Form W-9. If "Applied For" is written in Part I and the Depositary is not provided with a TIN within 60 days, the Depositary will withhold 31% of all payments of the purchase price to such shareholder until a TIN is provided to the Depositary.

PAYER'S NAME: THE BANK OF NEW YORK

	PART 1 -- PLEASE PROVIDE YOUR TIN IN THE BOX AT THE RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.	Social Security Number or Employer Identification Number
SUBSTITUTE FORM W-9 DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ("TIN")	PART 2 -- CERTIFICATES -- Under penalties of perjury, I certify that: (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. CERTIFICATION INSTRUCTIONS -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out such item (2).	
	SIGNATURE DATE NAME ADDRESS (City, State and Zip Code)	PART 3 -- Awaiting TIN [ ]

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

Questions and requests for assistance or additional copies of the Offer to Purchase, Letter of Transmittal and other tender offer materials may be directed to the Information Agent as set forth below:

MORROW & CO., INC

909 Third Avenue
20th Floor,
New York, New York 10022
(212) 754-8000
Toll Free: (800) 566-9061

Banks and Brokerage Firms please call:
(800) 662-5200

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK

OF

VITRONICS CORPORATION

BY

DTI INTERMEDIATE, INC.

A WHOLLY OWNED SUBSIDIARY OF

DOVER TECHNOLOGIES INTERNATIONAL, INC.

AN INDIRECT WHOLLY OWNED SUBSIDIARY OF

DOVER CORPORATION

AT

$1.90 NET PER SHARE

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON MONDAY, OCTOBER 6, 1997, UNLESS THE OFFER IS EXTENDED.

September 9, 1997

To Brokers, Dealers, Banks, Trust
Companies and Other Nominees:

We have been engaged by DTI Intermediate, Inc., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of Dover Technologies International, Inc., a Delaware corporation ("Dover Technologies"), an indirect wholly owned subsidiary of Dover Corporation, a Delaware corporation, ("Dover") to act as Information Agent in connection with the Purchaser's offer to purchase all of the outstanding shares of Common Stock, par value $.01 per share (the "Common Stock" or "Shares"), of Vitronics Corporation, a Massachusetts corporation (the "Company"), at $1.90 per Share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Purchaser's Offer to Purchase dated September 9, 1997 (the "Offer to Purchase") and in the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"). Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

Enclosed herewith are copies of the following documents:

1. Offer to Purchase dated September 9, 1997;

2. Letter of Transmittal to be used by shareholders of the Company in accepting the Offer;

3. A printed form of letter that may be sent to your clients for whose account you hold Shares in your name or in the name of a nominee, with space provided for obtaining such clients' instructions with regard to the Offer;

4. Notice of Guaranteed Delivery; and

5. Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

The Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn prior to the expiration of the Offer, that number of shares which represents at least sixty-six and two-thirds percent (66 2/3%) of the Shares outstanding on a fully diluted basis, and (ii) the other conditions set forth in the Offer to Purchase. As used herein, "fully diluted basis" takes into account issued and outstanding Shares and Shares subject to issuance under outstanding stock options.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), the Purchaser will accept for payment and will pay promptly after the Expiration Date (as defined in the Offer to Purchase) for all Shares validly tendered prior to the Expiration Date and not properly withdrawn as, if and when the Purchaser gives oral or written notice to the Depositary of the Purchaser's acceptance of such Shares. Payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates for such Shares (or a timely Book-Entry Confirmation (as defined in the Offer to Purchase) with respect thereto), (ii) a Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase), and (iii) any other documents required by the Letter of Transmittal.

If holders of Shares wish to tender their Shares, but it is impracticable for them to deliver their certificates on or prior to the Expiration Date or to comply with the book-entry transfer procedures on a timely basis, a tender may be effected by following the guaranteed delivery procedures specified in Section 3 of the Offer to Purchase.

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENTS PROMPTLY. PLEASE NOTE THAT THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON MONDAY, OCTOBER 6, 1997, UNLESS EXTENDED.

Neither the Purchaser, Dover Technologies nor Dover will pay any fees or commissions to any broker or dealer or other person (other than the Information Agent as described in the Offer to Purchase) in connection with the solicitation of tenders of Shares pursuant to the Offer. The Purchaser will, however, upon request, reimburse brokers, dealers, commercial banks and trust companies for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers. The Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

Additional copies of the enclosed materials may be obtained by contacting the Information Agent at its location and telephone number as set forth on the back cover of the enclosed Offer to Purchase.

Very truly yours,

MORROW & CO., INC.
909 Third Avenue
20th Floor
New York, New York 10022
(212) 754-8000
Toll Free: (800) 566-9061

Banks and Brokerage Firms please call:
(800) 662-5200

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF THE PURCHASER, DOVER TECHNOLOGIES, DOVER, THE DEPOSITARY, OR THE INFORMATION AGENT OR AUTHORIZE YOU OR ANY OTHER PERSON TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION ON BEHALF OF ANY OF THEM WITH RESPECT TO THE OFFER NOT CONTAINED IN THE OFFER TO PURCHASE OR THE LETTER OF TRANSMITTAL.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK

OF

VITRONICS CORPORATION

BY

DTI INTERMEDIATE, INC.
A WHOLLY OWNED SUBSIDIARY OF

DOVER TECHNOLOGIES INTERNATIONAL, INC.
AN INDIRECT WHOLLY OWNED SUBSIDIARY OF

DOVER CORPORATION
AT
$1.90 NET PER SHARE

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON MONDAY, OCTOBER 6, 1997, UNLESS THE OFFER IS EXTENDED.

To Our Clients:

Enclosed for your consideration is an Offer to Purchase dated September 9, 1997 (the "Offer to Purchase") and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer") relating to the Offer by DTI Intermediate, Inc., a Delaware corporation (the "Purchaser"), which is a wholly owned subsidiary of Dover Technologies International, Inc., a Delaware corporation ("Dover Technologies"), an indirect wholly owned subsidiary of Dover Corporation, a Delaware corporation, ("Dover") to purchase for cash all of the outstanding shares of Common Stock, par value $.01 per share (the "Common Stock" or "Shares"), of Vitronics Corporation, a Massachusetts corporation (the "Company"). We are the holder of record of Shares held by us for your account. A TENDER OF SUCH SHARES CAN BE MADE ONLY BY US AS THE HOLDER OF RECORD AND PURSUANT TO YOUR INSTRUCTIONS. THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED TO TENDER SHARES HELD BY US FOR YOUR ACCOUNT.

Accordingly, we request your instructions as to whether you wish to tender any of or all of the Shares held by us for your account upon the terms and subject to the conditions set forth in the Offer.

Your attention is directed to the following:

1. The offer price is $1.90 per Share, net to the seller in cash, without interest thereon.

2. The Offer is being made for all outstanding Shares.

3. THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY APPROVED THE OFFER AND DETERMINED THAT THE TERMS OF THE OFFER ARE FAIR TO, AND IN THE BEST INTERESTS OF, THE COMPANY'S SHAREHOLDERS, AND UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES.

4. The Offer and withdrawal rights will expire at 12:00 midnight, New York City time, on Monday, October 6, 1997, unless the Offer is extended.

5. The Offer is conditioned upon, among other things, (i) there being validly tendered and not withdrawn prior to the expiration of the Offer, that number of shares which represents at least sixty-six

and two-thirds percent (66 2/3%) of the Shares outstanding on a fully diluted basis and (ii) the other conditions set forth in the Offer to Purchase. As used herein, "fully diluted basis" takes into account issued and outstanding Shares and Shares subject to issuance under outstanding stock options.

6. Any stock transfer taxes applicable to a sale of Shares to the Purchaser pursuant to the Offer will be borne by the Purchaser, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

Your instructions to us should be forwarded promptly to permit us to submit a tender on your behalf prior to the expiration of the Offer. If you wish to have us tender any or all of the Shares held by us for your account, please so instruct us by completing, executing and returning to us the instruction form set forth on the reverse side of this letter. An envelope to return your instructions to us is enclosed. If you authorize the tender of your Shares, all such Shares will be tendered unless otherwise specified on the reverse side of this letter. Your instructions should be forwarded to us in ample time to permit us to submit a tender on your behalf prior to the expiration of the Offer.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, the holders of Shares residing in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the laws of such jurisdiction.

INSTRUCTIONS WITH RESPECT TO THE
OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
OF
VITRONICS CORPORATION

The undersigned acknowledge(s) receipt of your letter, the enclosed Offer to Purchase dated September 9, 1997 and the related Letter of Transmittal in connection with the offer by DTI Intermediate, Inc., a Delaware corporation and a wholly owned subsidiary of Dover Technologies International, Inc., a Delaware corporation and an indirect wholly owned subsidiary of Dover Corporation, a Delaware corporation, to purchase all of the outstanding shares of common stock, par value $.01 per share (the "Common Stock" or "Shares"), of Vitronics Corporation, a Massachusetts corporation.

This will instruct you to tender the number of Shares indicated below held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in such Offer to Purchase and related Letter of Transmittal.

Dated: , 1997

NUMBER OF SHARES TO BE TENDERED*
_____ SHARES

I (we) understand that if I (we) sign this instruction form without indicating a lesser number of Shares in the space above, all Shares held by you for my (our) account will be tendered.

Signature(s)

Print Name(s)

Print Address(es)

Area Code and Telephone Number

Tax ID or Social Security Number

- ---

* Unless otherwise indicated, it will be assumed that all Shares held by your firm for my (our) account are to be tendered.

NOTICE OF GUARANTEED DELIVERY
FOR
TENDER OF SHARES OF COMMON STOCK
OF

VITRONICS CORPORATION

As set forth in Section 3 of the Offer to Purchase (as defined below), this form or one substantially equivalent hereto must be used to accept the Offer (as defined below) if certificates for shares of Common Stock, par value $.01 per share (the "Common Stock" or the "Shares") of Vitronics Corporation, a Massachusetts corporation (the "Company"), are not immediately available, or if the procedure for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach the Depositary at the address set forth below prior to the Expiration Date (as defined in the Offer to Purchase). This form may be delivered by hand to the Depositary or transmitted by telegram, facsimile transmission or mail to the Depositary and must include a guarantee by an Eligible Institution (as defined in the Offer to Purchase). See Section 3 of the Offer to Purchase.

The Depositary for the Offer is:

THE BANK OF NEW YORK

By Mail:
Tender & Exchange Department
P.O. Box 11248
Church Street Station
New York, New York 10286-1248

By Hand/Overnight Delivery:
Tender & Exchange Department
101 Barclay Street
Receive and Deliver Window
New York, New York 10286

By Facsimile Transmission:
(For Eligible Institutions Only)
(212) 815-6213

Confirm Receipt of Facsimile by Telephone:
(800) 507-9357

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

THIS FORM IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE LETTER OF TRANSMITTAL.

LADIES AND GENTLEMEN:

The undersigned hereby tenders to DTI Intermediate, Inc., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of Dover Technologies International, Inc., a Delaware corporation, an indirect wholly owned subsidiary of Dover Corporation, a Delaware corporation, upon the terms and subject to the conditions set forth in the Purchaser's Offer to Purchase dated September 9, 1997 (the "Offer to Purchase"), and the related Letter of Transmittal, receipt of which is hereby acknowledged, the number of Shares (as such term is defined in the Offer to Purchase) set forth below, all pursuant to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase.

Number of Shares:
- ---------------------------------

Certificate Nos. (if available):
- ---

- ---

(Check box if Shares will be tendered by book-entry transfer)

[ ] The Depository Trust Company

Account Number:

Dated:
---------------------------------------,
1997

Name(s) of Record Holder(s):

Please Print

Address(es):

Zip Code

Area Code and Tel. No.:

Signature(s)

Dated:
---------------------------------------, 1997

GUARANTEE
(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a participant in the Security Transfer Agent's Medallion Program, the New York Stock Exchange Medallion Signature Guarantee Program or the Stock Exchange Medallion Program, hereby guarantees to deliver to the Depositary either the certificates representing the Shares tendered hereby, in proper form for transfer, or a Book-Entry Confirmation with respect to such Shares, in any such case together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees, or an Agent's Message, and any other required documents within three trading days (as defined in the Offer to Purchase) after the date hereof.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver such Letter of Transmittal and such certificates for Shares, or such Book-Entry Confirmation, to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution. All capitalized terms used herein have the meanings set forth in the Offer to Purchase.

Name of Firm: ----------

Authorized Signature

Address:

Name:

Please Print

Title:

Zip Code

Area Code and
Tel. No.:

Dated:

---, 1997

NOTE: DO NOT SEND CERTIFICATES FOR SHARES WITH THIS NOTICE.
CERTIFICATES FOR SHARES SHOULD BE SENT WITH
YOUR LETTER OF TRANSMITTAL.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER. -- Social Security numbers have nine digits separated by two hyphens: i.e. 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e. 00-0000000. The table below will help determine the number to give the payer.

FOR THIS TYPE OF ACCOUNT:	GIVE THE TAXPAYER IDENTIFICATION NUMBER OF -
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, any one of the individuals(1)
3. Husband and wife (joint account)	The actual owner of the account or, if joint funds, either person(1)
4. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
5. Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor(1)
6. Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor, or incompetent person(3)
7. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
b. So-called trust account that is not a legal or valid trust under State law	The actual owner(1)
8. Sole proprietorship account	The owner(4)

FOR THIS TYPE OF ACCOUNT:	GIVE THE TAXPAYER IDENTIFICATION NUMBER OF -
9. A valid trust, estate or pension trust	The Legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)(5)
10. Corporate account	The corporation
11. Religious, charitable, or educational organization account	The organization
12. Partnership account held in the name of the business	The partnership
13. Association, club, or other tax-exempt organization	The organization
14. A broker or registered nominee	The broker or nominee
15. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district, or prison) that receives agricultural program payments	The public entity

==========

(1) List first and circle the name of the person whose number you furnish.

(2) Circle the minor's name and furnish the minor's social security number.

(3) Circle the ward's, minor's or incompetent person's name and furnish such person's social security number.

(4) Show the name of the owner.

(5) List first and circle the name of the legal trust, estate, or pension trust.

NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9
PAGE 2

OBTAINING A NUMBER

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on ALL payments include the following:

- A corporation.
- A financial institution.
- An organization exempt from tax under section 501(a), or an individual retirement plan.
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency, or instrumentality thereof.
- A registered dealer in securities or commodities registered in the U.S. or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a).
- An exempt charitable remainder trust, or a non-exempt trust described in section 4947(a)(1).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.
- Payments made to a nominee.

Payments of interest generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Payments made to a nominee.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER. FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE INTEREST, DIVIDENDS, OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.

Certain payments other than interest, dividends, and patronage dividends, that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A(a), 6045, and 6050A.

PRIVACY ACT NOTICE. -- Section 6109 requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES

(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER. -- If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) FAILURE TO REPORT CERTAIN DIVIDEND AND INTEREST PAYMENTS. -- If you fail to include any portion of an includible payment for interest, dividends, or patronage dividends in gross income, such failure will generally be treated as being due to negligence and will be subject to a penalty of 20% on any portion

of an underpayment attributable to that failure.

(3) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING. -- if you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

(4) CRIMINAL PENALTY FOR FALSIFYING INFORMATION. -- Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE

DOVER TECHNOLOGIES INTERNATIONAL INC. AND VITRONICS CORPORATION ANNOUNCE OFFER FOR ACQUISITION OF VITRONICS

CONTACT: ROBERT A. LIVINGSTON, VICE PRESIDENT & CFO

DOVER TECHNOLOGIES (607) 773-2290

September 3, 1997

Binghamton, NY... Dover Technologies International, Inc., a subsidiary of Dover Corporation (NYSE:DOV), and Vitronics Corporation (AMEX:VTC) announced that they have today entered into an Agreement and Plan of Merger pursuant to which Dover will acquire Vitronics. Dover's subsidiary DTI Intermediate, Inc. will within five business days commence a tender offer for all of the approximately 9,856,572 outstanding shares of Vitronics Corporation at $1.90 per share in cash. The tender offer will expire at midnight EST time on October 6, 1997 unless extended. The Information Agent for the tender offer is Morrow & Co., Inc. of New York City.

Following consummation of the tender offer, DTI Intermediate Inc. and Vitronics will merge and the surviving company will become a wholly owned subsidiary of Dover Technologies. Vitronics shareholders who do not tender their shares will receive $1.90 per share in cash for their shares in the merger.

The Board of Directors of Vitronics has unanimously approved the transaction and recommended

that Vitronics shareholders tender their shares pursuant to the tender offer. Vitronics' financial advisor, Scott-Macon Securities Inc., has delivered its opinion to Vitronics' Board of Directors that the $1.90 per share consideration in the tender offer and the merger is fair to Vitronics shareholders from a financial point of view.

The tender offer is subject to certain conditions, including that a minimum of 66 2/3% of the Vitronics shares shall have been tendered and not withdrawn as of the expiration of the tender offer period and clearance under the Hart-Scott-Rodino Anti-trust Improvements Act of 1976.

Mr. James J. Manfield, Jr., Chairman, President and CEO of Vitronics said, "We are excited by the opportunity to be supported by Dover's resources and being associated with such leaders in printed circuit assembly as Dover's Universal, DEK and Soltec subsidiaries."

Mr. John Pomeroy, President and CEO of Dover Technologies, said, "We are delighted with the prospect of acquiring Vitronics and excited with the opportunity to add Vitronics' technology and products to our current leadership positions in printed circuit assembly equipment."

Vitronics is a supplier of state-of-the-art thermal processing and associated equipment, with an established reputation as an innovator and leader in the surface mount industry. Vitronics' equipment is primarily aimed at the electronics industry and has achieved considerable technical recognition in the production of printed circuit boards.

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely by the Offer to Purchase dated September 9, 1997 ("Offer to Purchase") and the related Letter of Transmittal and is being made to all holders of Shares. The offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction or any administrative or judicial action pursuant thereto. In any jurisdiction where securities, blue sky or others laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of DTI Intermediate, Inc. by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK

OF

VITRONICS CORPORATION

AT
$1.90 NET PER SHARE
BY

DTI INTERMEDIATE, INC.
a wholly owned subsidiary of
DOVER TECHNOLOGIES INTERNATIONAL, INC.
an indirect wholly owned subsidiary of
DOVER CORPORATION

DTI Intermediate, Inc. a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of Dover Technologies International, Inc., a Delaware corporation ("Dover"), an indirect wholly owned subsidiary of Dover Corporation, a Delaware corporation, is offering to purchase all of the issued and outstanding shares (the "Shares") of common stock, par value $.01 per share (the "Common Stock"), of Vitronics Corporation, a Massachusetts corporation (the "Company") for $1.90 per Share (the "Offer Price"), net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase and in the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer").

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON MONDAY, OCTOBER 6, 1997, UNLESS THE OFFER IS EXTENDED.

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of September 3, 1997 (the "Merger Agreement"), by and among Dover, the Purchaser and the Company pursuant to which, as soon as practicable after the completion of the Offer and satisfaction or waiver, if permissible, of all conditions to the Merger (as defined below), (i) at the election of Dover, the Company may be merged with and into the Purchaser and the separate corporate existence of the Company will thereupon cease, or (ii) at the election of Dover, the Purchaser may be merged with and into the Company and the separate

corporate existence of the Purchaser will cease. The merger, as effected pursuant to the immediately preceding sentence, is referred to herein as the "Merger", and such of the Purchaser or the Company as is the surviving corporation of the Merger is sometimes herein referred to as the "Surviving Corporation". At the effective time of the Merger (the "Effective Time"), each share of Common Stock then outstanding (other than Shares held by Dover or the Purchaser and Shares held by stockholders who perfect their dissenters' rights under Massachusetts law) will be cancelled and extinguished and converted into the right to receive the Offer Price or any higher price per Share paid in the Offer, in cash payable to the holder thereof without interest.

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY APPROVED THE MERGER AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY, INCLUDING THE OFFER AND THE MERGER, AND DETERMINED THAT THE TERMS OF THE OFFER AND THE MERGER ARE FAIR TO, AND IN THE BEST INTERESTS OF, THE HOLDERS OF THE COMMON STOCK, AND UNANIMOUSLY RECOMMENDS THAT STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER, THAT NUMBER OF SHARES OF COMMON STOCK WHICH REPRESENTS AT LEAST SIXTY-SIX AND TWO-THIRDS PERCENT (66 2/3%) OF THE SHARES OUTSTANDING ON A FULLY DILUTED BASIS (THE "MINIMUM CONDITION"). As used herein "fully diluted basis" takes into account the conversion or exercise of all outstanding options.

For purposes of the Offer, the Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares properly tendered to the Purchaser and not withdrawn as, if and when the Purchaser gives oral or written notice to The Bank of New York (the "Depositary") of the Purchaser's acceptance for payment of such Shares. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary, which will act as agent for tendered stockholders for the purpose of receiving payment from the Purchaser and transmitting payment to tendering stockholders. In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) certificates for such Shares (or a timely Book-Entry Confirmation (as defined in the Offer to Purchase) with respect thereto), (ii) a Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase) and (iii) any other documents required by the Letter of Transmittal. The per Share consideration paid to any holder of Common Stock pursuant to the Offer will be the highest per Share consideration paid to any other holder of such Shares pursuant to the Offer. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE PURCHASE PRICE TO BE PAID BY THE PURCHASER FOR THE SHARES, REGARDLESS OF ANY EXTENSION OF THE OFFER OR ANY DELAY IN MAKING SUCH PAYMENT.

Except as otherwise provided in below, tenders of Shares are irrevocable. Shares tendered pursuant to the Offer may be withdrawn pursuant to the procedures set forth below at any time prior to the Expiration Date (as defined in the Offer to Purchase) and, unless theretofore accepted for payment and paid for by the Purchaser pursuant to the Offer, may also be withdrawn at any time after November 17, 1997.

For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of the Offer to Purchase and must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of the Shares to be withdrawn, if different from the name of the person who tendered the Shares. If certificates for Shares have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary and, unless such Shares have been tendered by an Eligible Institution (as defined in Section 3 of the Offer to Purchase), the signatures on the notice of withdrawal must be guaranteed by an Eligible Institution. If Shares have been delivered pursuant to the procedures for book-entry transfer as set forth in Section 3 of the Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at the appropriate Book-Entry Transfer Facility (as defined in the Offer to Purchase) to be credited with the withdrawn Shares and otherwise comply with such Book-Entry Transfer Facility's procedures. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, withdrawn Shares may be retendered by again following one of the procedures described in Section 3 of the Offer to Purchase any time prior to the Expiration Date.

All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by the Purchaser, in its sole discretion, which determination will be final and binding. None of the Purchaser, Dover, the Depositary, the Information Agent, or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal, or incur any liability for failure to give any such notification.

Subject to the terms of the Merger Agreement, the Purchaser expressly reserves the right, under certain circumstances, to extend the period of time during which the Offer is open and thereby delay acceptance for payment of, and the payment for, any Shares, by giving oral or written notice of such extension to the Depositary.

The information required to be disclosed by paragraph (e)(1)(vii) of Rule 14d-6 under the Securities Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference.

The Company has provided the Purchaser with the Company's stockholder lists and security position listings for the purpose of disseminating the Offer to holders of Shares. The Offer to Purchase, the related Letter of Transmittal and other relevant documents will be mailed by the Purchaser to record holders of Shares, and will be furnished by the Purchaser to brokers, dealers, banks, trust companies and similar person whose names, or the names of whose nominees, appear on the stockholder lists, or, if applicable, who are listed as participants in a clearing agent's security position listing, for subsequent transmittal to beneficial owners of Shares.

THE OFFER TO PURCHASE AND THE LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION AND SHOULD BE READ IN THEIR ENTIRETY BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

Questions and requests for assistance or additional copies of the Offer to Purchase, Letter of Transmittal and other tender offer documents may be directed to the Information Agent, at the address and

telephone numbers set forth below, and copies will be furnished at the Purchaser's expense. The Purchaser will not pay any fees or commissions to any broker or dealer or other person (other than the Information Agent) for soliciting tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

MORROW & CO., INC.

909 Third Avenue
20th Floor
New York, New York 10022
(212) 754-8000
Banks and Brokerage Firms please call:
(800) 662-5200

Call Toll Free: (800) 566-9061

September 9, 1997

AGREEMENT AND PLAN OF MERGER

by and among

DOVER TECHNOLOGIES INTERNATIONAL, INC.,

DTI INTERMEDIATE, INC.

and

VITRONICS CORPORATION

dated as of

September 3, 1997

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (hereinafter referred to as this "Agreement"), dated as of September 3, 1997, by and among Dover Technologies International, Inc., a Delaware corporation ("Parent"), DTI Intermediate, Inc., a Delaware corporation and a wholly owned subsidiary of Parent (the "Purchaser"), and Vitronics Corporation, a Massachusetts corporation (the "Company").

WHEREAS, the Board of Directors of each of Parent, the Purchaser and the Company has approved, and deems it advisable and in the best interests of its respective shareholders to consummate, the acquisition of the Company by Parent upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I

THE OFFER AND MERGER

Section 1.1 The Offer.

(a) As promptly as practicable (but in no event later than five business days after the public announcement of the execution hereof), the Purchaser shall commence (within the meaning of Rule 14d-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) a tender offer (the "Offer") for all of the outstanding shares (the "Shares") of common stock, $.01 par value per share (the "Common Stock"), of the Company at a price of $1.90 per Share, net to the seller in cash (such price, or any such higher price per Share as may be paid in the Offer, being referred to herein as the "Offer Price"), subject to (i) there being validly

tendered and not withdrawn prior to the expiration of the Offer, that number of Shares which represents at least sixty-six and two-thirds percent (66 2/3%) of the Shares outstanding on a fully diluted basis (the "Minimum Condition") and (ii) the other conditions set forth in Annex A hereto, and shall consummate the Offer in accordance with its terms. As used herein, "fully diluted basis" takes into account issued and outstanding Shares and Shares subject to issuance under outstanding stock options and warrants. The obligations of the Purchaser to accept for payment and to pay for any Shares validly tendered on or prior to the expiration of the Offer and not withdrawn shall be subject only to the Minimum Condition and the other conditions set forth in Annex A hereto. The Offer shall be made by means of an offer to purchase (the "Offer to Purchase") containing the terms set forth in this Agreement, the Minimum Condition and the other conditions set forth in Annex A hereto. The Purchaser shall not decrease the Offer Price or decrease the number of Shares sought, or amend any other condition of the Offer in any manner adverse to the holders of the Shares without the written consent of the Company; provided, however, that if on the initial scheduled expiration date of the Offer, which shall be twenty business days after the date the Offer is commenced, all conditions to the Offer shall not have been satisfied or waived, the Purchaser may, from time to time, in its sole discretion, extend the expiration date for one or more periods totaling not more than thirty business days. Notwithstanding the foregoing, the Purchaser may extend the initial expiration date or any extension thereof, as the Purchaser reasonably deems necessary to comply with any legal or regulatory requirements, including but not limited to, the termination or expiration of any applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"). The Purchaser shall, on the terms and subject to the prior satisfaction or waiver of the conditions of the

Offer, accept for payment and pay for Shares tendered as soon as it is legally permitted to do so under applicable law; provided, however, that if, immediately prior to the initial expiration date of the Offer (as it may be extended), the Shares tendered and not withdrawn pursuant to the Offer equal more than seventy-five percent (75%) of the outstanding Shares, but less than 90% of the outstanding Shares, the Purchaser may extend the Offer for a period not to exceed twenty business days, notwithstanding that all conditions to the Offer are satisfied as of such expiration date of the Offer. Notwithstanding the foregoing, the Offer may not be extended beyond the date of termination of this Agreement pursuant to Article VII hereof.

(b) As soon as practicable on the date the Offer is commenced, Parent and the Purchaser shall file with the United States Securities and Exchange Commission (the "SEC") a Tender Offer Statement on Schedule 14D-1 with respect to the Offer (together with all amendments and supplements thereto and including the exhibits thereto, the "Schedule 14D-1"). The Schedule 14D-1 will include, as exhibits, the Offer to Purchase and a form of letter of transmittal and summary advertisement (collectively, together with any amendments and supplements thereto, the "Offer Documents"). Parent represents and warrants to the Company that the Offer Documents will comply in all material respects with the provisions of applicable federal securities laws and, on the date filed with the SEC and on the date first published, sent or given to the Company's shareholders, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation is made by Parent or the Purchaser with respect to information furnished by the Company to Parent or the Purchaser, in writing, expressly for inclusion in the

Offer Documents. The Company represents and warrants to Parent and the Purchaser that the information supplied by the Company to Parent or the Purchaser, in writing, expressly for inclusion in the Offer Documents and Parent represents and warrants to the Company that the information supplied by Parent or the Purchaser to the Company, in writing, expressly for inclusion in the Schedule 14D-9 (as hereinafter defined) will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) Each of Parent and the Purchaser will take all steps necessary to cause the Offer Documents to be filed with the SEC and to be disseminated to holders of the Shares, in each case as and to the extent required by applicable federal securities laws. Each of Parent and the Purchaser, on the one hand, and the Company, on the other hand, will promptly correct any information provided by it for use in the Offer Documents if and to the extent that it shall have become false or misleading in any material respect and Parent will take all steps necessary to cause the Offer Documents as so corrected to be filed with the SEC and to be disseminated to holders of the Shares, in each case as and to the extent required by applicable federal securities laws. The Company and its counsel shall be given the opportunity to review the Schedule 14D-1 before it is filed with the SEC. In addition, Parent and the Purchaser will provide the Company and its counsel, in writing, with any comments, whether written or oral, Parent, the Purchaser or their counsel may receive from time to time from the SEC or its staff with respect to the Offer Documents promptly after the receipt of such comments.

Section 1.2 Company Actions.

(a) The Company hereby approves of and consents to the Offer and represents and warrants that its Board of Directors, at a meeting duly called and held, has (i) unanimously determined that each of this Agreement, the Offer and the Merger (as defined in Section 1.4 hereof) are fair to and in the best interests of the shareholders of the Company, (ii) approved this Agreement and the transactions contemplated hereby, including the Offer and the Merger (collectively, the "Transactions"), and such approval constitutes approval of the Offer, this Agreement and the Transactions, including the Merger, for purposes of Chapter 110F of the Massachusetts General Laws (the "MBCA"), such that, if applicable to the Company the provisions of the MBCA will not apply to the Transactions, and (iii) resolved to recommend that the shareholders of the Company accept the Offer, tender their Shares thereunder to the Purchaser and approve and adopt this Agreement and the Merger; provided, that such recommendation may be withdrawn, modified or amended if, in the opinion of the Board of Directors, only after receipt of advice from outside legal counsel, failure to withdraw, modify or amend such recommendation would result in the Board of Directors violating its fiduciary duties to the Company's shareholders under applicable law. The Company represents and warrants that the actions set forth in this Section 1.2(a) and all other actions it has taken in connection herewith are sufficient to render the relevant provisions of the MBCA and Chapter 110D of the Massachusetts General Laws inapplicable to the Offer and the Merger.

(b) As soon as practicable on the date the Offer is commenced, the Company shall file with the SEC a Solicitation/Recommendation Statement on Schedule 14D-9 (together with all amendments and supplements thereto and including the exhibits thereto, the "Schedule 14D-9")

which shall, subject to the provisions of Section 5.4(b) hereof, contain the recommendation referred to in clause (iii) of Section 1.2(a) hereof. The Company represents and warrants to Parent and the Purchaser that the Schedule 14D-9 will comply in all material respects with the provisions of applicable federal securities laws and, on the date filed with the SEC and on the date first published, sent or given to the Company's shareholders, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation is made by the Company with respect to information furnished by Parent or the Purchaser, in writing, expressly for inclusion in the Schedule 14D-9. The Company further agrees to take all steps necessary to cause the Schedule 14D-9 to be filed with the SEC and to be disseminated to holders of the Shares, in each case as and to the extent required by applicable federal securities laws. Each of the Company, on the one hand, and Parent and the Purchaser, on the other hand, agrees promptly to correct any information provided by it for use in the Schedule 14D-9 if and to the extent that it shall have become false and misleading in any material respect and the Company further agrees to take all steps necessary to cause the Schedule 14D-9 as so corrected to be filed with the SEC and to be disseminated to holders of the Shares, in each case as and to the extent required by applicable federal securities laws. Parent and its counsel shall be given the opportunity to review the Schedule 14D-9 before it is filed with the SEC. In addition, the Company agrees to provide Parent, the Purchaser and their counsel, in writing, with any comments, whether written or oral, that the Company or its counsel may receive from time to time from the SEC or its staff with respect to the Schedule 14D-9 promptly after the receipt of such comments or other communications.

(c) In connection with the Offer, the Company will promptly furnish or cause to be furnished to the Purchaser mailing labels, security position listings and any available listing, or computer file containing the names and addresses of all record holders of the Shares as of a recent date, and shall furnish the Purchaser with such additional information (including, but not limited to, updated lists of holders of the Shares and their addresses, mailing labels and lists of security positions) and assistance as the Purchaser or its agents may reasonably request in communicating the Offer to the record and beneficial holders of the Shares. Except for such steps as are necessary to disseminate the Offer Documents, Parent and the Purchaser shall hold in confidence the information contained in any of such labels and lists and the additional information referred to in the preceding sentence, will use such information only in connection with the Offer, and, if this Agreement is terminated, will upon request of the Company deliver or cause to be delivered to the Company all copies of such information then in its possession or the possession of its agents or representatives.

Section 1.3 Directors.

(a) Promptly upon the purchase of and payment for Shares by the Purchaser which represent at least a majority of the outstanding Shares, Parent shall be entitled to designate such number of directors, rounded up to the next whole number, on the Board of Directors of the Company as is equal to the product of the total number of directors on such Board (giving effect to the directors designated by Parent pursuant to this sentence) multiplied by the percentage that the number of Shares so accepted for payment bears to the total number of Shares then outstanding. In furtherance thereof, the Company shall, upon the request of Parent, use its best reasonable efforts promptly either to increase the size of its Board of Directors, including amending the Bylaws

of the Company if necessary to so increase the size of the Company's Board of Directors, or secure the resignations of such number of its incumbent directors, or both, as is necessary to enable Parent's designees to be so elected to the Company's Board of Directors, and shall take all actions available to the Company to cause Parent's designees to be so elected. At such time, the Company shall, if requested by Parent, also cause persons designated by Parent to constitute at least the same percentage (rounded up to the next whole number) as is on the Company's Board of Directors of (i) each committee of the Company's Board of Directors, (ii) each board of directors (or similar body) of each Subsidiary (as defined in Section 3.1 hereof) of the Company and (iii) each committee (or similar body) of each such board.

(b) The Company shall promptly take all actions required pursuant to Section 14(f) of the Exchange Act and Rule 14f-l promulgated thereunder in order to fulfill its obligations under Section 1.3(a) hereof, including mailing to shareholders the information required by such Section 14(f) and Rule 14f-1 as is necessary to enable Parent's designees to be elected to the Company's Board of Directors. Parent or the Purchaser shall supply the Company and be solely responsible for any information with respect to either of them and their nominees, officers, directors and affiliates required by such Section 14(f) and Rule 14f-1. The provisions of this Section 1.3(b) are in addition to and shall not limit any rights which the Purchaser, Parent or any of their affiliates may have as a holder or beneficial owner of Shares as a matter of law with respect to the election of directors or otherwise.

(c) Following the election or appointment of the Purchaser's designees pursuant to this Section and prior to the earlier to occur of (i) the Effective Time or (ii) November 21, 1997, any amendment or termination of this Agreement, grant by the Company of any extension

for the performance or waiver of the obligations or other acts of the Purchaser or Parent, waiver of the Company's rights hereunder, or action with respect to the Company's employee benefit plans or option agreements, shall require the concurrence of a majority of the Company's directors then in office who are directors on the date hereof, or are directors (other than directors designated by the Purchaser in accordance with this Section) designated by such directors to fill any vacancy ("Current Directors"). In addition, following the election or appointment of the Purchaser's designees pursuant to this Section and prior to the earlier to occur of (i) the Effective Time or (ii) November 21, 1997, none of Parent, the Purchaser or such designee shall cause the Company to take any action or fail to take any action that would cause or result in any obligation of the Company hereunder or any condition herein not being satisfied without the concurrence of a majority of the Company's directors then in office who are Current Directors. Prior to the earlier to occur of (i) the Effective Time or (ii) November 21, 1997, neither the Purchaser nor its designees shall remove any Current Director, except for cause, and the Purchaser agrees to cause its designees to vote for the election of any designee of the Current Directors to fill a vacancy created by any Current Director ceasing to be a director.

Section 1.4 The Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time, the Company and the Purchaser shall consummate a merger (the "Merger") as set forth below.

(a) At the election of Parent, pursuant to the Merger (i) the Company shall be merged with and into the Purchaser and the separate corporate existence of the Company shall thereupon cease, (ii) the Purchaser shall be the successor or surviving corporation in the Merger (sometimes hereinafter referred to as the "Purchaser Surviving Corporation" or the "Surviving Corporation")

and shall continue to be governed by the laws of the State of Delaware, and (iii) all the rights, privileges, immunities, powers and franchises of the Company shall vest in the Purchaser Surviving Corporation and, except as otherwise provided for in this Agreement, all obligations, duties, debts and liabilities of the Company shall be the obligations, duties, debts and liabilities of the Purchaser Surviving Corporation; or

(b) At the election of Parent, pursuant to the Merger (i) the Purchaser shall be merged with and into the Company and the separate corporate existence of the Purchaser shall cease, (ii) the Company shall be the successor or surviving corporation in the Merger (sometimes hereinafter referred to as the "Company Surviving Corporation" or the "Surviving Corporation") and shall continue to be governed by the laws of the Commonwealth of Massachusetts, and (iii) the separate corporate existence of the Company with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger, except as set forth in this Section 1.4(b).

(c) The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of the Surviving Corporation immediately prior to the Effective Time, until thereafter amended as provided therein and under the Delaware or Massachusetts corporation law, as applicable. The Bylaws of the Surviving Corporation shall be the Bylaws of the Purchaser, as in effect immediately prior to the Effective Time, until thereafter amended as provided therein and under the Delaware or Massachusetts corporation law, as applicable.

Section 1.5 Effective Time. Parent, the Purchaser and the Company will cause a Certificate of Merger to be executed and filed on the Closing Date (as defined in Section 1.6 hereof) (or on such other date as

Parent and the Company may agree) with the Secretary of State of Delaware and the Secretary of the Commonwealth of Massachusetts as provided by applicable law. The Merger shall become effective on the date on which the Certificate of Merger is duly filed with the Secretary of State of the state of incorporation of the Surviving Corporation or such time as is agreed upon by the parties and specified in the Certificate of Merger, and such time is hereinafter referred to as the "Effective Time."

Section 1.6 Closing. The closing of the Merger (the "Closing") shall take place at 10:00 a.m. on the second business day after satisfaction or waiver of all of the conditions set forth in Article VI hereof, or such other date as may be agreed to by the parties in writing (the "Closing Date"), at the offices of the Company at 1 Forbes Road, Newmarket Industrial Park, Newmarket, New Hampshire 03857 unless another place is agreed to in writing by the parties hereto.

Section 1.7 Directors and Officers of the Surviving Corporation. The directors and officers of the Purchaser at the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Corporation until their successors shall have been duly elected or appointed or qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and the Bylaws of the Surviving Corporation.

Section 1.8 Shareholders' Meeting.

(a) If required by applicable law in order to consummate the Merger, the Company, acting through its Board of Directors, shall, in accordance with applicable law and subject to the fiduciary duties of the Board of Directors:

(i) duly call, give notice of, convene and hold a special meeting of its shareholders (the "Special Meeting") as promptly as practicable following the acceptance for payment and purchase of Shares by the Purchaser pursuant to the Offer for the purpose of considering and taking action upon the approval of the Merger and the adoption of this Agreement;

(ii) prepare and file with the SEC a preliminary proxy or information statement relating to the Merger and this Agreement and use its best efforts (x) to obtain and furnish the information required to be included by the SEC in the Proxy Statement (as hereinafter defined) and, after consultation with Parent, to respond promptly to any comments made by the SEC with respect to the preliminary proxy or information statement and cause a definitive proxy or information statement, including any amendment or supplement thereto (the "Proxy Statement") to be mailed to its shareholders, provided that no amendment or supplement to the Proxy Statement will be made by the Company without consultation with Parent and its counsel and (y) to obtain the necessary approvals of the Merger and this Agreement by its shareholders; and

(iii) include in the Proxy Statement the recommendation of the Board of Directors that shareholders of the Company vote in favor of the approval of the Merger and the adoption of this Agreement.

(b) Parent shall vote, or cause to be voted, all of the Shares then owned by it, the Purchaser or any of its other Subsidiaries and affiliates in favor of the approval of the Merger and the approval and adoption of this Agreement.

Section 1.9 Merger Without Meeting of Shareholders. Notwithstanding Section 1.8 hereof, in the event that Parent, the Purchaser and any other Subsidiaries of Parent shall acquire in the aggregate at least 90% of the outstanding Shares of the Company, pursuant to the Offer or otherwise, the parties hereto shall, at the request of Parent and subject to Article VI hereof, take all necessary and appropriate action to cause the Merger to become effective as soon as practicable after such acquisition, without a meeting of shareholders of the Company, in accordance with Section 82 of the Massachusetts Business Corporation Law ("MBCL").

ARTICLE II

CONVERSION OF SECURITIES

Section 2.1 Conversion of Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders of any Shares or holders of common stock, par value $.01 per share, of the Purchaser (the "Purchaser Common Stock"):

(a) The Purchaser Common Stock. Each issued and outstanding share of the Purchaser Common Stock shall be converted into and become one fully paid and nonassessable share of common stock of the Company Surviving Corporation or shall remain outstanding and constitute one fully paid and non-assessable share of the Purchaser Surviving Corporation, as the case may be, and shall constitute the only outstanding shares of capital stock of the Surviving Corporation.

(b) Cancellation of Treasury Stock and Parent Owned Stock. All Shares that are owned by the Company as treasury stock and any Shares owned by Parent, the Purchaser or any other wholly owned Subsidiary of Parent shall be canceled and retired and shall cease to exist

and no consideration shall be delivered in exchange therefor.

(c) Exchange of Shares. Each issued and outstanding Share (other than Shares to be canceled in accordance with Section 2.1(b) above and any Shares which are held by shareholders exercising appraisal rights pursuant to Sections 85-98 of the MBCL ("Dissenting Shareholders")) shall be converted into the right to receive the Offer Price, payable to the holder thereof, without interest (the "Merger Consideration"), upon surrender of the certificate formerly representing such Share in the manner provided in Section 2.2 hereof. All such Shares, when so converted, shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate representing any such Shares shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration therefor upon the surrender of such certificate in accordance with Section 2.2 hereof, without interest, or the right, if any, to receive payment from the Surviving Corporation of the "fair value" of such Shares as determined in accordance with the MBCL.

Section 2.2 Exchange of Certificates.

(a) Paying Agent. Parent shall designate a bank or trust company reasonably acceptable to the Company to act as agent for the holders of the Shares in connection with the Merger (the "Paying Agent") to receive in trust the funds to which holders of the Shares shall become entitled pursuant to Section 2.1(c) above. Such funds shall be invested by the Paying Agent as directed by Parent or the Surviving Corporation.

(b) Exchange Procedures. As soon as reasonably practicable after the Effective Time, the Paying Agent shall mail to each holder of record of a

certificate or certificates, which immediately prior to the Effective Time represented outstanding Shares (the "Certificates"), whose Shares were converted pursuant to Section 2.1 hereof into the right to receive the Merger Consideration (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Paying Agent and shall be in such form and have such other provisions as Parent and the Company may reasonably specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for payment of the Merger Consideration. Upon surrender of a Certificate for cancellation to the Paying Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor the Merger Consideration for each Share formerly represented by such Certificate and the Certificate so surrendered shall forthwith be canceled. If payment of the Merger Consideration is to be made to a person other than the person in whose name the surrendered Certificate is registered, it shall be a condition of payment that the Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and that the person requesting such payment shall have paid any transfer and other taxes required by reason of the payment of the Merger Consideration to a person other than the registered holder of the Certificate surrendered or shall have established to the satisfaction of the Surviving Corporation that such tax either has been paid or is not applicable. Until surrendered as contemplated by this Section 2.2, each Certificate shall be deemed at any time after the Effective Time to represent only the right to receive the Merger Consideration in cash as contemplated by this Section 2.2.

(c) Transfer Books; No Further Ownership Rights in the Shares. At the Effective Time, the stock

transfer books of the Company shall be closed and thereafter there shall be no further registration of transfers of the Shares on the records of the Company. From and after the Effective Time, the holders of Certificates evidencing ownership of the Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares, except as otherwise provided for herein or by applicable law. If, after the Effective Time, Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Article II.

(d) Termination of Fund; No Liability. At any time following six months after the Effective Time, the Surviving Corporation shall be entitled to require the Paying Agent to deliver to it any funds (including any interest received with respect thereto) which had been made available to the Paying Agent and which had not been disbursed to holders of Certificates, and thereafter such holders shall be entitled to look to the Surviving Corporation (subject to abandoned property, escheat or other similar laws) only as general creditors thereof with respect to the Merger Consideration payable upon due surrender of their Certificates, without any interest thereon. Notwithstanding the foregoing, neither the Surviving Corporation nor the Paying Agent shall be liable to any holder of a Certificate for Merger Consideration delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

Section 2.3 Dissenters' Rights. If any Dissenting Shareholder shall demand to be paid the fair value of such holder's Shares, as provided in Sections 85-98 of the MBCL, the Company shall give Parent notice thereof and Parent shall have the right to participate in all negotiations and proceedings with respect to any such demands to the extent permitted by the MBCL. Neither the

Company nor the Surviving Corporation shall, except with the prior written consent of Parent, voluntarily make any payment with respect to, or settle or offer to settle, any such demand for payment. If any Dissenting Shareholder shall fail to perfect or shall have effectively withdrawn or lost the right to dissent, the Shares held by such Dissenting Shareholder shall thereupon be treated as though such Shares had been converted into the Merger Consideration pursuant to Section 2.1 hereof.

Section 2.4 Options. At the Effective Time, each holder of a then outstanding option (collectively, the "Options") to purchase Shares granted by the Company, whether or not then exercisable, shall in settlement thereof, receive for each Share subject to such Option an amount (subject to any applicable withholding tax) in cash equal to the difference between the Offer Price and the per Share exercise price of such Option to the extent such difference is a positive number. Prior to the Effective Time, the Company shall use all commercially reasonable efforts to obtain all necessary consents or releases from holders of Options, to the extent required by the terms of the plans or agreements governing such Options, as the case may be, or pursuant to the terms of any Option granted thereunder, and take all such other lawful action as may be necessary to give effect to the transactions contemplated by this Section 2.4 (except for such action that may require the approval of the Company's shareholders). The Company shall take all action necessary to ensure that (i) the Company's 1995 Key Employees Stock Option Plan (the "Stock Option Plan") shall have been terminated as of the Effective Time and the provisions in any other plan, program or arrangement providing for the issuance or grant of any other interest in respect of the capital stock of the Company or any Subsidiary thereof, shall be canceled as of the Effective Time, and (ii) following the Effective Time, (a) no participant in any Stock Option Plan or other plans,

programs or arrangements shall have any right thereunder to acquire equity securities of the Company, the Surviving Corporation or any Subsidiary thereof (except options to acquire approximately 96,000 Shares of the Company where the exercise price is higher than $1.90 per Share) and all such plans shall have been terminated, and (b) the Company will not be bound by any convertible security, option, warrant, right or agreement which would entitle any person to own any capital stock of the Company, the Surviving Corporation or any Subsidiary thereof.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in the schedule attached to this Agreement setting forth exceptions to the Company's representations and warranties set forth herein (the "Company Disclosure Schedule"), the Company represents and warrants to Parent and the Purchaser as set forth below (any matter disclosed in any Section hereof or in the Company Disclosure Schedule being deemed disclosed for purposes of all Sections hereof and all Sections of the Company Disclosure Schedule). The Company Disclosure Schedule will be arranged in sections corresponding to sections of this Agreement to be modified thereby.

Section 3.1 Organization. (a) Each of the Company and its Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all requisite corporate power and authority and all necessary governmental approvals to own, lease and operate its properties and to carry on its business as now being conducted, except where the failure to be so organized, existing and in good standing or to have such power, authority, and governmental approvals would not, individually or in the aggregate, have a Company Material Adverse Effect (as defined below). As used in this Agreement, the term "Subsidiary" shall mean

all corporations or other entities in which the Company or the Parent, as the case may be, owns a majority of the issued and outstanding capital stock or similar interests. As used in this Agreement, "Company Material Adverse Effect" with reference to any events, changes or effects, shall mean that such events, changes or effects are materially adverse to the Company and its Subsidiaries, taken as a whole.

(b) The Company and each of its Subsidiaries is duly qualified or licensed to do business and in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary, except where the failure to be so duly qualified or licensed and in good standing would not individually or in the aggregate have a Company Material Adverse Effect. The Company does not own any equity interest in any corporation or other entity other than its Subsidiaries.

Section 3.2 Capitalization. (a) The authorized capital stock of the Company consists of 20,000,000 shares of Common Stock, par value $.01 per share. As of the date hereof, (i) 9,856,572 Shares are issued and outstanding, (ii) none of the Shares are issued and held in the treasury of the Company and (iii) 543,400 Shares are reserved for issuance upon the exercise of outstanding Options. Section 3.2(a) of the Company Disclosure Schedule discloses the number of shares subject to each outstanding Option and the exercise price thereof. All the outstanding shares of the Company's capital stock are, and all Shares which may be issued pursuant to the exercise of outstanding Options will be, when issued in accordance with the respective terms thereof, duly authorized, validly issued, fully paid and non-assessable. There are no bonds, debentures, notes or other indebtedness having general voting rights (or convertible into securities having such rights)

("Voting Debt") of the Company or any of its Subsidiaries issued and outstanding. Except as set forth above and except for the transactions contemplated by this Agreement, as of the date hereof, (i) there are no shares of capital stock of the Company authorized, issued or outstanding, (ii) there are no existing options, warrants, calls, preemptive rights, subscriptions or other rights, agreements, arrangements or commitments of any character, relating to the issued or unissued capital stock of the Company or any of its Subsidiaries, obligating the Company or any of its Subsidiaries to issue, transfer or sell or cause to be issued, transferred or sold any shares of capital stock or Voting Debt of, or other equity interest in, the Company or any of its Subsidiaries or securities convertible into or exchangeable for such shares or equity interests, or obligating the Company or any of its Subsidiaries to grant, extend or enter into any such option, warrant, call, subscription or other right, agreement, arrangement or commitment and (iii) there are no outstanding contractual obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Shares, or the capital stock of the Company or of any Subsidiary or affiliate of the Company or to provide funds to make any investment (in the form of a loan, capital contribution or otherwise) in any Subsidiary or any other entity.

(b) All of the outstanding shares of capital stock of each of its Subsidiaries are owned beneficially and of record by the Company or one of its Subsidiaries, directly or indirectly, and all such shares have been validly issued and are fully paid and nonassessable and are owned by either the Company or one of its Subsidiaries free and clear of all liens, charges, claims or encumbrances ("Encumbrances").

(c) There are no voting trusts or other agreements or understandings to which the Company or any

of its Subsidiaries is a party with respect to the voting of the capital stock of the Company or any of the Subsidiaries.

Section 3.3 Authorization; Validity of Agreement; Company Action. The Company has full corporate power and authority to execute and deliver this Agreement and to consummate the Transactions. The execution, delivery and performance by the Company of this Agreement, and the consummation by it of the Transactions, have been unanimously approved and duly authorized by its Board of Directors and no other corporate action on the part of the Company is necessary to authorize (i) the execution and delivery by the Company of this Agreement and (ii) the consummation by it of the Transactions, except that consummation of the Merger may require approval of the Company's shareholders as contemplated by Section 1.8 hereof. This Agreement has been duly executed and delivered by the Company and, assuming due and valid authorization, execution and delivery hereof by Parent and the Purchaser, is a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or other laws affecting creditors' rights generally or by the availability of equitable remedies generally.

Section 3.4 Consents and Approvals; No Violations. Except for the filings, permits, authorizations, consents and approvals as may be required under, and other applicable requirements of, the Exchange Act and the HSR Act, none of the execution, delivery or performance of this Agreement by the Company, the consummation of the Transactions or compliance by the Company with any of the provisions hereof will (i) conflict with or result in any breach of any provision of the Articles of Incorporation, the Bylaws or similar organizational documents of the Company or any of its

Subsidiaries, (ii) require any filing with, or permit, authorization, consent or approval of, any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory authority or agency (a "Governmental Entity"), (iii) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, amendment, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which the Company or any of its Subsidiaries is a party or by which any of them or any of their properties or assets may be bound (the "Company Agreements") or (iv) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Company, any of its Subsidiaries or any of their properties or assets, excluding from the foregoing clauses (ii), (iii) and (iv) such violations, breaches or defaults which would not, individually or in the aggregate, have a Company Material Adverse Effect or have a material adverse effect on the ability of the Company to consummate the Transactions. Section 3.4 of the Company Disclosure Schedule sets forth a list of all third party consents and approvals required to be obtained in connection with this Agreement under the Company Agreements prior to the consummation of the Transactions.

Section 3.5 SEC Reports and Financial Statements. The Company has filed with the SEC, and has heretofore made available to Parent, true and complete copies of all forms, reports, schedules, statements and other documents required to be filed by it since January 1, 1994 under the Exchange Act or the Securities Act of 1933, as amended (the "Securities Act") (as such documents have been amended since the time of their filing, collectively, the "Company SEC Documents"). As of their respective dates, the Company SEC Documents,

including, without limitation, any financial statements or schedules included therein (a) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and (b) complied in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be, and the applicable rules and regulations of the SEC thereunder. None of the Company's Subsidiaries is required to file any forms, reports or other documents with the SEC. The financial statements of the Company included in the Company SEC Documents (the "Financial Statements") have been prepared from, and are in accordance with, the books and records of the Company and its consolidated Subsidiaries, comply in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present the consolidated financial position and the consolidated results of operations and cash flows (and changes in financial position, if any) of the Company and its consolidated Subsidiaries as of the times and for the periods referred to therein.

Section 3.6 Absence of Certain Changes. Except as disclosed in Section 3.6 of the Company Disclosure Schedule or in the Company SEC Documents filed prior to the date hereof, since December 31, 1996, the Company and its Subsidiaries have conducted their respective businesses only in the ordinary and usual course consistent with past practices and (i) there have not occurred any events or changes (including the incurrence of any liabilities of any nature, whether or not accrued, contingent or otherwise) having,

individually or in the aggregate, a Company Material Adverse Effect and (ii) the Company has not taken any action since December 31, 1996 which is prohibited under Section 5.1 hereof.

Section 3.7 No Undisclosed Liabilities. Except (a) as disclosed in the Financial Statements and (b) for liabilities and obligations (i) incurred in the ordinary course of business and consistent with past practice since December 31, 1996, (ii) pursuant to the terms of this Agreement, (iii) as disclosed in Section 3.7 of the Company Disclosure Schedule, or (iv) as disclosed in Section 3.8 of the Company Disclosure Schedule, neither the Company nor any of its Subsidiaries has any material liabilities or material obligations of any nature, whether or not accrued, contingent or otherwise.

Section 3.8 Litigation. Except as disclosed in Section 3.8 of the Company Disclosure Schedule, as of the date hereof, there are no suits, claims, actions, proceedings, including, without limitation, arbitration proceedings or alternative dispute resolution proceedings, or investigations pending or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries before any Governmental Entity that, either individually or in the aggregate, would be reasonably likely to have a Company Material Adverse Effect.

Section 3.9 Employee Benefit Plans.

(a) Section 3.9(a) of the Company Disclosure Schedule contains a true and complete list of each deferred compensation and each incentive compensation, stock purchase, stock option and other equity compensation plan, program, agreement or arrangement; each severance or termination pay, medical, surgical, hospitalization, life insurance and other "welfare" plan,

fund or program (within the meaning of section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")); each profit-sharing, stock bonus or other "pension" plan, fund or program (within the meaning of section 3(2) of ERISA); each employment, termination or severance agreement; and each other employee benefit plan, fund, program, agreement or arrangement, in each case, that is sponsored, maintained or contributed to or required to be contributed to by the Company or by any trade or business, whether or not incorporated (an "ERISA Affiliate"), that together with the Company would be deemed a "single employer" within the meaning of section 4001(b) of ERISA, or to which the Company or an ERISA Affiliate is party, whether written or oral, for the benefit of any employee or former employee of the Company or any Subsidiary (the "Plans"). Each of the Plans that is subject to section 302 or Title IV of ERISA or section 412 of the Internal Revenue Code of 1986, as amended (the "Code") is hereinafter referred to in this Section 3.9 as a "Title IV Plan." Neither the Company, any Subsidiary nor any ERISA Affiliate has any commitment or formal plan, whether legally binding or not, to create any additional employee benefit plan or modify or change any existing Plan that would affect any employee or former employee of the Company or any Subsidiary.

(b) No liability under Title IV or section 302 of ERISA has been incurred by the Company or any ERISA Affiliate that has not been satisfied in full, and no condition exists that presents a material risk to the Company or any ERISA Affiliate of incurring any such liability, other than liability for premiums due the Pension Benefit Guaranty Corporation ("PBGC") (which premiums have been paid when due).

(c) [Reserved.]

(d) With respect to each Title IV Plan, the present value of accrued benefits under such Plan, based

upon the actuarial assumptions used for funding purposes in the most recent actuarial report prepared by such Plan's actuary with respect to such Plan did not exceed, as of its latest valuation date, the then current value of the assets of such Plan allocable to such accrued benefits.

(e) No Title IV Plan is a "multiemployer pension plan," as defined in section 3(37) of ERISA, nor is any Title IV Plan a plan described in section 4063(a) of ERISA. Neither the Company nor any ERISA Affiliate has made or suffered a "complete withdrawal" or a "partial withdrawal," as such terms are respectively defined in sections 4203 and 4205 of ERISA (or any liability resulting therefrom has been satisfied in full).

(f) Each Plan has been operated and administered in accordance with its terms and applicable law, including but not limited to ERISA and the Code.

(g) Each Plan intended to be "qualified" within the meaning of section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service with respect to the qualified status of such Plan under the Code, including all amendments to the Code effected by the Tax Reform Act of 1986 and subsequent legislation, and nothing has occurred since the issuance of such letter which could reasonably be expected to cause the loss of the tax-qualified status of such Plan and the related trust maintained thereunder. Each Plan intended to satisfy the requirements of Section 501(c)(9) has satisfied such requirements.

(h) No Plan provides medical, surgical, hospitalization, death or similar benefits (whether or not insured) for employees or former employees of the Company or any Subsidiary for periods extending beyond their retirement or other termination of service, other

than (i) coverage mandated by applicable law, (ii) death benefits under any "pension plan," or (iii) benefits the full cost of which is borne by the current or former employee (or his or her beneficiary).

(i) Except as disclosed in Section 3.9(i) of the Company Disclosure Schedule or as set forth in Section 5.10 of this Agreement, the consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event, except as expressly provided in Section 2.4 of this Agreement, (a) entitle any current or former employee or officer of the Company or any ERISA Affiliate to severance pay, unemployment compensation or any other payment, or (b) accelerate the time of payment or vesting, or increase the amount of compensation due any such employee or officer.

(j) There are no pending, or to the knowledge of Company, threatened or anticipated claims by or on behalf of any Plan, by any employee or beneficiary covered under any such Plan, or otherwise involving any such Plan (other than routine claims for benefits) which could have a material adverse effect upon the Plans or have a Company Material Adverse Effect.

Section 3.10 Tax Matters; Government Benefits.

(a) Except as disclosed in Section 3.10(a) of the Company Disclosure Schedule, the Company and each of its Subsidiaries have duly filed (or there has been filed on its behalf) all Tax Returns (as hereinafter defined) that are required to be filed and have duly paid or caused to be duly paid in full or made provision in accordance with GAAP (or there has been paid or provision has been made on their behalf) for the payment of all Taxes (as hereinafter defined) shown due on such Tax Returns. All such Tax Returns are correct and complete in all material respects and accurately reflect all

liability for Taxes for the periods covered thereby. All Taxes owed and due by the Company and each of its Subsidiaries for results of operations through December 31, 1996 (whether or not shown on any Tax Return) have been paid or have been adequately reflected on the Company's balance sheet as of December 31, 1996 included in the Financial Statements (the "Balance Sheet"). Since December 31, 1996, the Company has not incurred liability for any Taxes other than in the ordinary course of business. Neither the Company nor any of its Subsidiaries has received written notice of any claim made by an authority in a jurisdiction where neither the Company nor any of its Subsidiaries file Tax Returns, that the Company is or may be subject to taxation by that jurisdiction.

(b) Except as disclosed in Section 3.10(b) of the Company Disclosure Schedule, there are no liens for Taxes upon any property or assets of the Company or any of its Subsidiaries except for liens for Taxes not yet due.

(c) The federal income Tax Returns of the Company and its Subsidiaries have been examined by the Internal Revenue Service (or the applicable statutes of limitation for the assessment of federal income Taxes for such periods have expired) for all periods through and including December 31, 1992, and, except as disclosed in Section 3.10(c) of the Company Disclosure Schedule, no deficiencies were asserted as a result of such examinations that have not been resolved or fully paid. Neither the Company nor any of its Subsidiaries has waived any statute of limitations in any jurisdiction in respect of Taxes or Tax Returns or agreed to any extension of time with respect to a Tax assessment or deficiency.

(d) The deductibility of compensation paid by the Company or any of its Subsidiaries prior to the

Effective Time will not be limited by Section 162(m) of the Code.

(e) No federal, state, local or foreign audits, examinations or other administrative proceedings have been commenced or, to the Company's knowledge, are threatened with regard to any Taxes or Tax Returns of the Company or of any of its Subsidiaries. No written notification has been received by the Company or by any of its Subsidiaries that such an audit, examination or other proceeding is pending or threatened with respect to any Taxes due from or with respect to or attributable to the Company or any of its Subsidiaries or any Tax Return filed by or with respect to the Company or any of its Subsidiaries. To the Company's knowledge, there is no dispute or claim concerning any Tax liability of the Company, or any of its Subsidiaries either claimed or raised by any taxing authority in writing.

(f) Except as set forth in the Company Disclosure Schedule, no power of attorney granted by either the Company or any of its Subsidiaries is currently in force.

(g) Neither the Company nor any of its Subsidiaries is a party to any agreement, plan, contract or arrangement that could result, separately or in the aggregate, in a payment of any "excess parachute payments" within the meaning of section 280G of the Code.

(h) Neither the Company nor any of its Subsidiaries has filed a consent pursuant to section 341(f) of the Code (or any predecessor provision) concerning collapsible corporations, or agreed to have section 341(f)(2) of the Code apply to any disposition of a "subsection (f) asset" (as such term is defined in section 341(f)(4) of the Code) owned by the Company or any of its Subsidiaries.

(i) Neither the Company nor any of its Subsidiaries is a party to any tax sharing, tax indemnity or other agreement or arrangement with any entity not included in the Company's consolidated financial statements most recently filed by the Company with the SEC.

(j) None of the Company or any of its Subsidiaries has been a member of any affiliated group within the meaning of section 1504(a) of the Code, or any similar affiliated or consolidated group for tax purposes under state, local or foreign law (other than a group the common parent of which is the Company), or has any liability for Taxes of any person (other than the Company and its Subsidiaries) under Treasury Regulation Section 1.15026 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

(k) As used in this Agreement, the following terms shall have the following meanings:

(i) "Tax" or "Taxes" shall mean all taxes, charges, fees, duties, levies, penalties or other assessments imposed by any federal, state, local or foreign governmental authority, including, but not limited to, income, gross receipts, excise, property, sales, gain, use, license, custom duty, unemployment, capital stock, transfer, franchise, payroll, withholding, social security, minimum estimated, and other taxes, and shall include interest, penalties or additions attributable thereto; and

(ii) "Tax Return" shall mean any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

Section 3.11 Intellectual Property.

(a) The Company and its Subsidiaries own or have adequate rights to use the items of Intellectual Property (as defined below and specifically listed in Section 3.11(a) of the Company Disclosure Schedule) necessary to conduct the business of the Company and its Subsidiaries as presently conducted or as currently proposed to be conducted, free and clear of all Encumbrances (other than Encumbrances which, individually or in the aggregate, would not have a Company Material Adverse Effect).

(b) The conduct of the Company's and its Subsidiaries' business and the Intellectual Property owned or used by the Company and its Subsidiaries, do not infringe any Intellectual Property rights or any other proprietary right of any person other than infringements which, individually or in the aggregate, would not have a Company Material Adverse Effect. The Company and its Subsidiaries have received no notice of any allegations or threats that the Company's and its Subsidiaries' use of any of the Intellectual Property infringes upon or is in conflict with any Intellectual Property or proprietary rights of any third party other than infringements or conflicts which individually or in the aggregate would not have a Company Material Adverse Effect.

(c) As used in this Agreement, "Intellectual Property" means all of the following: (i) U.S. and foreign registered and unregistered trademarks, trade dress, service marks, logos, trade names, corporate names and all registrations and applications to register the same (the "Trademarks"); (ii) issued U.S. and foreign patents and pending patent applications, patent disclosures, and any and all divisions, continuations, continuations-in-part, re-issues, reexaminations, and extension thereof, any counterparts claiming priority therefrom, utility models, patents of

importation/confirmation, certificates of invention and like statutory rights (the "Patents"); (iii) U.S. and foreign registered and unregistered copyrights (including, but not limited to, those in computer software and databases), rights of publicity and all registrations and applications to register the same (the "Copyrights"); (iv) all categories of trade secrets as defined in the Uniform Trade Secrets Act including, but not limited to, business information; and (v) all licenses and agreements pursuant to which the Company has acquired rights in or to any Trademarks, Patents, or Copyrights, or licenses and agreements pursuant to which the Company has licensed or transferred the right to use any of the foregoing ("Licenses").

Section 3.12 Employment Matters. To the knowledge of the Company, no key employee disclosed in Section 3.12 of the Company Disclosure Schedule has any plans to terminate such employee's employment with the Company or any of its Subsidiaries as a result of the Transactions or otherwise. Neither the Company nor any of its Subsidiaries has experienced any strikes, collective labor grievances, other collective bargaining disputes or claims of unfair labor practices in the last five years. To the Company's knowledge, there is no organizational effort presently being made or threatened by or on behalf of any labor union with respect to employees of the Company and its Subsidiaries.

Section 3.13 Compliance with Laws. The Company and its Subsidiaries are in compliance with, and have not violated any applicable law, rule or regulation of any United States federal, state, local, or foreign government or agency thereof which affects the business, properties or assets of the Company and its Subsidiaries, and no notice, charge, claim, action or assertion has been received by the Company or any of its Subsidiaries or has been filed, commenced or, to the Company's knowledge, threatened against the Company or any of its

Subsidiaries alleging any such violation, except for any matter otherwise covered by this sentence which would not have, individually or in the aggregate, a Company Material Adverse Effect. All licenses, permits and approvals required under such laws, rules and regulations are in full force and effect except where the failure to be in full force and effect would not have a Company Material Adverse Effect.

Section 3.14 Vote Required. The affirmative vote of the holders of two-thirds of the outstanding Shares in favor of the Merger is the only vote of the holders of any class or series of the Company's capital stock which may be necessary to approve this Agreement and the Transactions.

Section 3.15 Environmental Laws.

(a) The Company and its Subsidiaries are in compliance with all applicable Environmental Laws (as defined below) (which compliance includes, without limitation, the possession by the Company and its Subsidiaries of all permits and other governmental authorizations required under applicable Environmental Laws, and compliance with the terms and conditions thereof), except where failure to be in compliance, either individually or in the aggregate, would not have a Company Material Adverse Effect.

(b) There is no Environmental Claim (as defined below) pending or, to the Company's knowledge, threatened against the Company or any of its Subsidiaries or, to the Company's knowledge, against any person or entity whose liability for any Environmental Claim the Company or any of its Subsidiaries has or may have retained or assumed either contractually or by operation of law which Environmental Claim would have, either individually or in the aggregate, a Company Material Adverse Effect.

(c) There are no past or present actions, activities, circumstances, conditions, events or incidents, including, without limitation, the release or presence of any Hazardous Material (as defined below), which could form the basis of any Environmental Claim against the Company or any of its Subsidiaries, or to the Company's knowledge, against any person or entity whose liability for any Environmental Claim the Company or any of its Subsidiaries has or may have retained or assumed either contractually or by operation of law, which Environmental Claim would have, either individually or in the aggregate, a Company Material Adverse Effect.

(d) The Company and its Subsidiaries have not, and to the Company's knowledge, no other person has, placed, stored, deposited, discharged, buried, dumped or disposed of Hazardous Materials or any other wastes produced by, or resulting from, any business, commercial or industrial activities, operations or processes, on, beneath or adjacent to any property currently or formerly owned, operated or leased by the Company or any of its Subsidiaries, except (x) for inventories of such substances to be used, and wastes generated therefrom, in the ordinary course of business of the Company and its Subsidiaries, or (y) which would not, either individually or in the aggregate, have a Company Material Adverse Effect.

(e) Without in any way limiting the generality of the foregoing, except as disclosed in Section 3.15(e) of the Company Disclosure Schedule, none of the properties owned, operated or leased by the Company or any of its Subsidiaries contain any: underground storage tanks; asbestos; polychlorinated biphenyls ("PCBs"); underground injection wells; radioactive materials; or septic tanks or waste disposal pits in which process wastewater or any Hazardous Materials have been discharged or disposed the existence of which,

individually or in the aggregate, could reasonably be expected to have a Company Material Adverse Effect.

(f) The Company has made available to Parent for review copies of all environmental reports or studies in its possession.

(g) For purposes of this Agreement, (i) "Environmental Laws" means all federal, state, local and foreign laws and regulations relating to pollution or protection of human health or the environment, including, without limitation, laws relating to releases or threatened releases of Hazardous Materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, release, disposal, transport or handling of Hazardous Materials and all laws and regulations with regard to record keeping, notification, disclosure and reporting requirements respecting Hazardous Materials; (ii) "Environmental Claim" means any claim, action, cause of action, investigation or notice (written or oral) by any person or entity alleging potential liability (including, without limitation, potential liability for investigatory costs, Cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (a) the presence, or Release, of any Hazardous Materials at any location, whether or not owned, leased or operated by the Company or any of its Subsidiaries, or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; (iii) "Hazardous Materials" means all substances defined as Hazardous Substances, Oils, Pollutants or Contaminants in the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Section 300.5, or defined as such by, or regulated as such under, any Environmental Law.

Section 3.16 Information in Proxy Statement. The Proxy Statement, if any (or any amendment thereof or

supplement thereto), will not, at the date mailed to Company shareholders and at the time of the meeting of Company shareholders to be held in connection with the Merger, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, except that no representation is made by the Company with respect to statements made therein based on information supplied in writing by Parent or the Purchaser for inclusion in the Proxy Statement. The Proxy Statement will comply in all material respects with the provisions of the Exchange Act and the rules and regulations thereunder.

Section 3.17 Opinion of Financial Advisor. The Company has received the opinion of Scott-Macon Securities, Inc., dated the date hereof, to the effect that, as of such date, the consideration to be received in the Offer and the Merger by the Company's shareholders is fair to the Company's shareholders from a financial point of view, a copy of which opinion has been delivered to Parent and the Purchaser.

Section 3.18 Brokers or Finders. The Company represents, as to itself and its Subsidiaries and affiliates, that no agent, broker, investment banker, financial advisor or other firm or person is or will be entitled to any brokers' or finder's fee or any other commission or similar fee from the Company or any of its Subsidiaries in connection with any of the transactions contemplated by this Agreement except for Scott-Macon, Ltd., whose fees are set forth in the engagement letter attached as Section 3.18 of the Company Disclosure Schedule.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PARENT AND THE PURCHASER

Parent and the Purchaser represent and warrant to the Company as set forth below.

Section 4.1 Organization. Parent is a corporation duly organized, validly existing and in good standing under the laws of Delaware and the Purchaser is a corporation duly organized, validly existing and in good standing under the laws of Delaware.

Section 4.2 Authorization; Validity of Agreement; Necessary Action. Each of Parent and the Purchaser has full corporate power and authority to execute and deliver this Agreement and to consummate the Transactions. The execution, delivery and performance by Parent and the Purchaser of this Agreement and the consummation of the Transactions have been duly authorized by the Boards of Directors of Parent and the Purchaser and by Parent as the sole shareholder of the Purchaser and no other corporate action on the part of Parent and the Purchaser is necessary to authorize the execution and delivery by Parent and the Purchaser of this Agreement and the consummation of the Transactions. This Agreement has been duly executed and delivered by Parent and the Purchaser and, assuming due and valid authorization, execution and delivery hereof by the Company, is a valid and binding obligation of each of Parent and the Purchaser enforceable against each of them in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or other laws affecting creditors' rights generally or by the availability of equitable remedies generally.

Section 4.3 Consents and Approvals; No Violations. Except for the filings, permits, authorizations, consents and approvals as may be required under, and other applicable requirements of, the Exchange Act and the HSR Act, none of the execution, delivery or performance of this Agreement by Parent or the Purchaser, the consummation by Parent or the Purchaser of the Transactions or compliance by Parent or the Purchaser with any of the provisions hereof will (i) conflict with or result in any breach of any provision of the Articles of Incorporation or Bylaws of Parent or the Articles of Incorporation or Bylaws of the Purchaser, (ii) require any filing with, or permit, authorization, consent or approval of, any Governmental Entity, (iii) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which Parent, or any of its Subsidiaries or the Purchaser is a party or by which any of them or any of their respective properties or assets may be bound, or (iv) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Parent, any of its Subsidiaries or any of their properties or assets, excluding from the foregoing clauses (ii), (iii) and (iv) such violations, breaches or defaults which would not, individually or in the aggregate, have a material adverse effect on the ability of Parent and the Purchaser to consummate the Transactions.

Section 4.4 Information in Proxy Statement. None of the information supplied by Parent or the Purchaser in writing specifically for inclusion or incorporation by reference in the Proxy Statement, if any, will, at the date mailed to shareholders and at the time of the meeting of shareholders to be held in connection with the Merger, contain any untrue statement

of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

Section 4.5 Financing. Parent has the funds sufficient to finance the transactions contemplated herein.

ARTICLE V

COVENANTS

Section 5.1 Interim Operations of the Company. The Company covenants and agrees that, except (i) as expressly contemplated by this Agreement or (ii) as agreed in writing by Parent, after the date hereof, and prior to the time the designees of Parent have been elected to, and shall constitute a majority of, the Board of Directors of the Company pursuant to Section 1.3 hereof (the "Appointment Date"):

(a) the business of the Company and its Subsidiaries shall be conducted only in the ordinary and usual course (other than actions necessary to consummate the transactions described herein) and, to the extent consistent therewith, each of the Company and its Subsidiaries shall use its best efforts to preserve its business organization intact and maintain its existing relations with customers, suppliers, employees, creditors and business partners subject, however, to any changes to such relationships necessitated or caused by the announcement of the proposed transaction contemplated hereby;

(b) the Company will not, directly or indirectly, (i) except upon exercise of Options or other rights to purchase shares of Common Stock outstanding on the date hereof, issue, sell, transfer or pledge or agree

to sell, transfer or pledge any treasury stock of the Company or any capital stock of any of its Subsidiaries beneficially owned by it, (ii) amend its Articles of Incorporation or Bylaws or similar organizational documents; or (iii) split, combine or reclassify the outstanding Shares or any outstanding capital stock of any of the Subsidiaries of the Company;

(c) neither the Company nor any of its Subsidiaries shall: (i) declare, set aside or pay any dividend or other distribution payable in cash, stock or property with respect to its capital stock; (ii) issue, sell, pledge, dispose of or encumber any additional shares of, or securities convertible into or exchangeable for, or options, warrants, calls, commitments or rights of any kind to acquire, any shares of capital stock of any class of the Company or its Subsidiaries, other than Shares reserved for issuance on the date hereof pursuant to the exercise of Options outstanding on the date hereof; (iii) transfer, lease, license, sell or dispose of any assets, or incur any indebtedness or other liability other than in the ordinary course of business, or mortgage, pledge or encumber any assets or modify any indebtedness; or (iv) redeem, purchase or otherwise acquire, directly or indirectly, any of its capital stock;

(d) neither the Company nor any of its Subsidiaries shall: (i) grant any increase in the compensation payable or to become payable by the Company or any of its Subsidiaries to any of its executive officers or (ii)(A) adopt any new, or (B) amend or otherwise increase, or accelerate the payment or vesting of the amounts payable or to become payable under any existing bonus, incentive compensation, deferred compensation, severance, profit sharing, stock option, stock purchase, insurance, pension, retirement or other employee benefit plan, agreement or arrangement; or (iii) enter into any employment or severance agreement with or,

except in accordance with the existing written policies of the Company, grant any severance or termination pay to any officer, director or employee of the Company or any of its Subsidiaries;

(e) neither the Company nor any of its Subsidiaries shall permit any insurance policy naming it as a beneficiary or a loss payable payee to be canceled or terminated without notice to Parent;

(f) neither the Company nor any of its Subsidiaries shall enter into any contract or transaction relating to the purchase of assets other than in the ordinary course of business;

(g) neither the Company nor any of its Subsidiaries shall change any of the accounting methods used by it unless required by GAAP, neither the Company nor any of its Subsidiaries shall make any material Tax election, change any material Tax election already made, adopt any material Tax accounting method, change any material Tax accounting method unless required by GAAP, enter into any closing agreement, settle any Tax claim or assessment or consent to any Tax claim or assessment or any waiver of the statute of limitations for any such claim or assessment; and

(h) neither the Company nor any of its Subsidiaries will enter into any agreement with respect to the foregoing or take any action with the intent of causing any of the conditions to the Offer set forth in Annex A not to be satisfied.

Section 5.2 Access; Confidentiality. (a) Upon reasonable notice, the Company shall (and shall cause each of its Subsidiaries to) afford to the officers, employees, accountants, counsel, financing sources and other representatives of Parent, access, during normal business hours during the period prior to

the Appointment Date, to all its properties, books, contracts, commitments and records and, during such period, the Company shall (and shall cause each of its Subsidiaries to) furnish promptly to Parent (x) a copy of each report, schedule, registration statement and other document filed or received by it during such period pursuant to the requirements of federal securities laws and (y) all other information concerning its business, properties and personnel as Parent may reasonably request, including without limitation, true and complete copies of each Plan of the Company or of any of its Subsidiaries and any amendments thereto (or if any Plan is not a written Plan, a description thereof), any related trust or other funding vehicle, any summary plan description under ERISA or the Code and the most recent determination letter received from the Internal Revenue Service with respect to each such Plan intended to qualify under Section 401 of the Code. Access shall include the right to conduct such environmental studies and tests as Parent, in its reasonable discretion, shall deem appropriate; provided, however, that such studies and tests must be performed in such a way as not to disrupt materially the Company's business. After the Appointment Date, the Company shall provide Parent and such persons as Parent shall designate with all such information, at such time as Parent shall request. Unless otherwise required by law and until the Appointment Date, Parent and the Purchaser will hold any such information which is non-public in confidence.

(b) Following the execution of this Agreement, Parent and the Company shall cooperate with each other and make all reasonable efforts to minimize any disruption to the business which may result from the announcement of the Transactions.

Section 5.3 Consents and Approvals. (a) Each of the Company, Parent and the Purchaser shall take all reasonable actions necessary to comply promptly with all

legal requirements which may be imposed on it with respect to this Agreement and the Transactions (which actions shall include, without limitation, furnishing all information required under the HSR Act and in connection with approvals of or filings with any other Governmental Entity) and will promptly cooperate with and furnish information to each other in connection with any such requirements imposed upon any of them or any of their Subsidiaries in connection with this Agreement and the Transactions. Each of the Company, Parent and the Purchaser shall, and shall cause its Subsidiaries to, take all reasonable actions necessary to obtain (and will cooperate with each other in obtaining) any consent, authorization, order or approval of, or any exemption by, any Governmental Entity or other public or private third party required to be obtained or made by Parent, the Purchaser, the Company or any of their Subsidiaries in connection with the Transactions or the taking of any action contemplated thereby or by this Agreement.

(b) The Company and Parent shall take all reasonable actions necessary to file as soon as practicable notifications under the HSR Act and to respond as promptly as practicable to any inquiries received from the Federal Trade Commission and the Antitrust Division of the Department of Justice for additional information or documentation and to respond as promptly as practicable to all inquiries and requests received from any State Attorney General or other Governmental Entity in connection with antitrust matters.

Section 5.4 No Solicitation. (a) Neither the Company nor any of its Subsidiaries shall (and the Company and its Subsidiaries shall cause their respective officers, directors, employees, representatives and agents, including, but not limited to, investment bankers, attorneys and accountants, not to), directly or indirectly, encourage, solicit, participate in or initiate discussions or negotiations with, or provide any

information to, any corporation, partnership, person or other entity or group (other than Parent or any of its affiliates or representatives) concerning any proposal or offer to acquire all or a substantial part of the business and properties of the Company or any of its Subsidiaries or any capital stock of the Company or any of its Subsidiaries, whether by merger, tender offer, exchange offer, sale of assets or similar transactions involving the Company or any Subsidiary, division or operating or principal business unit of the Company (an "Acquisition Proposal"), except that nothing contained in this Section 5.4 or any other provision hereof shall prohibit the Company or the Company's Board of Directors from (i) taking and disclosing to the Company's shareholders a position with respect to a tender or exchange offer by a third party pursuant to Rules 14d-9 and 14e-2 promulgated under the Exchange Act, or (ii) making such disclosure to the Company's shareholders as, in the good faith judgment of the Board of Directors, after receiving advice from outside counsel, is required under applicable law; provided that, except as permitted by this Section 5.4, neither the Board of Directors of the Company nor any committee thereof shall (x) approve or recommend or propose to approve or recommend any Acquisition Proposal, (y) enter into any agreement with respect to any Acquisition Proposal, or (z) withdraw or modify, or propose to withdraw or modify, in a manner adverse to Parent or the Purchaser, the approval or recommendation by such Board of Directors or any such committee of the Offer, this Agreement or the Merger. The Company will immediately cease any existing activities, discussions or negotiations with any parties conducted heretofore with respect to any of the foregoing.

(b) Notwithstanding the foregoing, prior to the acceptance of Shares pursuant to the Offer constituting the Minimum Condition, the Company may furnish information concerning its business, properties

or assets to any corporation, partnership, person or other entity or group pursuant to appropriate confidentiality agreements, and may negotiate and participate in discussions and negotiations with such entity or group concerning an Acquisition Proposal if (x) such entity or group has on an unsolicited basis submitted a bona fide written proposal to the Company relating to any such transaction which the Board of Directors determines in good faith, after receiving advice from Scott-Macon Securities, Inc. or a nationally recognized investment banking firm, represents a superior transaction to the Offer and the Merger and which the Board of Directors determines in good faith can be fully financed and (y) in the opinion of the Board of Directors of the Company, only after receipt of advice from outside legal counsel to the Company, the failure to provide such information or access or to engage in such discussions or negotiations could reasonably be expected to cause the Board of Directors to violate its fiduciary duties to the Company's shareholders under applicable law (an Acquisition Proposal which satisfies clauses (x) and (y) being referred to herein as a "Superior Proposal"). The Company shall within one business day following receipt of a Superior Proposal notify Parent of the receipt of the same. The Company shall promptly provide to Parent any material non-public information regarding the Company provided to any other party which was not previously provided to Parent. At any time after two business days following notification to Parent of the Company's intent to do so (which notification shall include the identity of the bidder and a complete summary of the material terms and conditions of the proposal) and if the Company has otherwise complied with the terms of this Section 5.4(b), the Board of Directors may withdraw or modify its approval or recommendation of the Offer.

(c) In the event of a Superior Proposal which (i) is to be paid entirely in cash and (ii) is not subject to any financing condition or contingency, the

Company may enter into an agreement with respect to such Superior Proposal no sooner than four days after giving Parent written notice of its intention to enter into such agreement; provided that the Purchaser or Parent has not, prior to the expiration of such four-day period, advised the Company of its intention to raise the Offer Price to match such Superior Proposal. Upon expiration of such four-day period without such action by the Purchaser or Parent, the Company may enter into an agreement with respect to such Superior Proposal (with the bidder and on terms no less favorable than those specified in such notification), provided it shall concurrently with entering into such agreement pay or cause to be paid to Parent the amount specified in Section 8.1(b) hereof.

Section 5.5 Additional Agreements. Subject to the terms and conditions herein provided, each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations, or to remove any injunctions or other impediments or delays, legal or otherwise, to achieve the satisfaction of the Minimum Condition and all conditions set forth in Annex A attached hereto and Article VI hereof, and to consummate and make effective the Merger and the other transactions contemplated by this Agreement. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement, the officers and directors of the Company, Parent and the Purchaser shall use all reasonable efforts to take, or cause to be taken, all such necessary actions.

Section 5.6 Publicity. The initial press release with respect to the execution of this Agreement shall be a joint press release acceptable to Parent and the Company. Thereafter, so long as this Agreement is in effect, neither the Company, Parent nor any of their respective affiliates shall issue or cause the

publication of any press release or other announcement with respect to the Merger, this Agreement or the other Transactions without the prior consultation of the other party, except as such party believes, after receiving the advice of outside counsel, may be required by law or by any listing agreement with a national securities exchange or trading market.

Section 5.7 Notification of Certain Matters. The Company shall give prompt notice to Parent and Parent shall give prompt notice to the Company, of (i) the occurrence or non-occurrence of any event the occurrence or non-occurrence of which would cause any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect at or prior to the Effective Time and (ii) any material failure of the Company, Parent or the Purchaser, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that the delivery of any notice pursuant to this Section 5.7 shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice.

Section 5.8 Directors' and Officers' Indemnification. For six years after the Effective Time, the Surviving Corporation (or any successor to the Surviving Corporation) and Parent shall jointly indemnify, defend and hold harmless the present and former officers and directors of the Company and its Subsidiaries, and persons who become any of the foregoing prior to the Effective Time (each an "Indemnified Party") against all losses, claims, damages, liabilities, costs, fees and expenses (including reasonable fees and disbursements of counsel and judgments, fines, losses, claims, liabilities and amounts paid in settlement (provided that any such settlement is effected with the written consent of the Parent or the Surviving Corporation which consent shall not unreasonably be withheld)) arising out of actions or

omissions occurring at or prior to the Effective Time to the full extent permissible under applicable Massachusetts law, the terms of the Company's Articles of Incorporation or the Bylaws, as in effect at the date hereof; provided that, in the event any claim or claims are asserted or made within such six-year period, all rights to indemnification in respect of any such claim or claims shall continue until disposition of any and all such claims.

Section 5.9 Purchaser Compliance. Parent shall cause the Purchaser to comply with all of its obligations under or related to this Agreement.

ARTICLE VI

CONDITIONS TO THE MERGER

Section 6.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each party to effect the Merger shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions, any and all of which may be waived in whole or in part jointly by the Company and Parent to the extent permitted by applicable law:

(a) Shareholder Approval. This Agreement shall have been approved and adopted by the requisite vote of the holders of the Shares, if required by applicable law in order to consummate the Merger;

(b) Statutes; Court Orders. No statute, rule or regulation shall have been enacted or promulgated by any governmental authority which prohibits the consummation of the Merger; and there shall be no order or injunction of a court of competent jurisdiction in effect precluding consummation of the Merger;

(c) Purchase of Shares in Offer. Parent, the Purchaser or their affiliates shall have purchased Shares pursuant to the Offer, except that this condition shall not apply if Parent, the Purchaser or their affiliates shall have failed to purchase Shares pursuant to the Offer in breach of their obligations under this Agreement; and

(d) HSR Approval. The applicable waiting period under the HSR Act shall have expired or been terminated.

Section 6.2 Condition to Parent's and the Purchaser's Obligations to Effect the Merger. The obligations of Parent and the Purchaser to consummate the Merger are further subject to the fulfillment of the condition that all actions contemplated by Section 2.4 hereof shall have been taken.

ARTICLE VII

TERMINATION

Section 7.1 Termination. This Agreement may be terminated and the Transactions contemplated herein may be abandoned at any time prior to the Effective Time, whether before or after shareholder approval thereof:

(a) By the mutual written consent of Parent and the Company; or

(b) By either of the Company or Parent:

(i) if (x) the Offer shall have expired without any Shares being purchased therein or (y) the Purchaser shall not have accepted for payment all Shares tendered pursuant to the Offer by November 17, 1997; provided, however, that the right to terminate this Agreement under this Section

7.1(b)(i) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of Parent or the Purchaser, as the case may be, to purchase the Shares pursuant to the Offer on or prior to such date; or

(ii) if any Governmental Entity shall have issued an order, decree or ruling or taken any other action (which order, decree, ruling or other action the parties hereto shall use their reasonable efforts to lift), which permanently restrains, enjoins or otherwise prohibits the acceptance for payment of, or payment for, Shares pursuant to the Offer or the Merger and such order, decree, ruling or other action shall have become final and non-appealable; or

(c) By the Company:

(i) if Parent, the Purchaser or any of their affiliates shall have failed to commence the Offer on or prior to five business days following the date of the initial public announcement of the Offer; provided, that the Company may not terminate this Agreement pursuant to this Section 7.1(c)(i) if the Company is at such time in breach of its obligations under this Agreement such as to cause a Company Material Adverse Effect; or

(ii) if Parent or the Purchaser shall have breached in any material respect any of their respective representations, warranties, covenants or other agreements contained in this Agreement, which breach cannot be or has not been cured, in all material respects, within 30 days after the giving of written notice to Parent or the Purchaser, as applicable; or

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(iii) in connection with entering into a definitive agreement in accordance with Section 5.4(c) hereof, provided it has complied with all provisions thereof, including the notice provisions therein, and that it makes simultaneous payment of the amount specified in Section 8.1(b) hereof; or

(d) By Parent:

(i) if, due to an occurrence, not involving a breach by Parent or the Purchaser of their obligations hereunder, which makes it impossible to satisfy any of the conditions set forth in Annex A hereto, Parent, the Purchaser, or any of their affiliates shall have failed to commence the Offer on or prior to five business days following the date of the initial public announcement of the Offer;

(ii) if prior to the purchase of Shares pursuant to the Offer, the Company shall have breached any representation, warranty, covenant or other agreement contained in this Agreement which (A) would give rise to the failure of a condition set forth in paragraph (f) or (g) of Annex A hereto and (B) cannot be or has not been cured, in all material respects, within 30 days after the giving of written notice to the Company; or

(iii) upon the occurrence of any event set forth in paragraph (e) of Annex A hereto.

Section 7.2 Effect of Termination. In the event of the termination of this Agreement pursuant to its terms, written notice thereof shall forthwith be given to the other party or parties specifying the provision hereof pursuant to which such termination is made, and this Agreement shall forthwith become null and void, and there shall be no liability on the part of the

Purchaser, Parent or the Company except (A) for fraud or for breach of this Agreement prior to such termination and (B) as set forth in the last sentence of Section 5.2(a) and Section 8.1 hereof.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Fees and Expenses. (a) Except as contemplated by this Agreement, including Sections 8.1(b) and (c) hereof, all costs and expenses incurred in connection with this Agreement and the consummation of the Transactions shall be paid by the party incurring such expenses. Parent acknowledges and agrees that the Company has disclosed that it is obligated and will become further obligated for fees and expenses (including fees and expenses of Duffy & Sweeney and Roger Barzun, Esq., its counsel, Coopers & Lybrand, L.L.P., its independent accountants, and Scott-Macon, Ltd., its financial advisor) incurred by it in connection with the transactions contemplated hereby. It is understood and agreed that certain of such fees and expenses may be paid by the Company prior to the execution of this Agreement. Parent agrees to refrain from taking any action which would prevent or delay the payment of reasonable fees and expenses by the Company. Further, Parent agrees to take, and cause the Purchaser to take, all action necessary to cause the Surviving Corporation to pay promptly any of the foregoing reasonable fees and expenses incurred, but not paid, by the Company prior to the Effective Time.

(b) If (i) Parent terminates this Agreement pursuant to Section 7.1(d)(iii) hereof, (ii) the Company terminates this Agreement pursuant to Section 7.1(c)(iii) hereof, or (iii) either the Company or Parent terminates this Agreement pursuant to Section 7.1(b)(i) and prior thereto there shall have been publicly announced another Acquisition Proposal or an event set forth in paragraph

(h) of Annex A shall have occurred, the Company shall pay to Parent, an amount equal to the greater of $750,000 (the "Termination Fee"), or an amount equal to Parent's actual, reasonable and reasonably documented out-of-pocket fees and expenses incurred by Parent and the Purchaser in connection with the Offer, the Merger, this Agreement, the consummation of the Transactions and the financing therefor, which shall be payable in same day funds, provided that in no event shall the Company be obligated to pay any such fees and expenses in excess of $1,000,000. The Termination Fee or Parent's good faith estimate of its expenses, as the case may be, shall be paid concurrently with any such termination, together with delivery of a written acknowledgment by the Company of its obligation to reimburse Parent for its actual expenses in excess of such estimated expenses payment.

(c) If the Company terminates this Agreement pursuant to (i) Section 7.1(b), or (ii) Sections 7.1(c)(i) or 7.1(c)(ii) hereof, then Parent shall pay to the Company an amount equal to the Company's reasonable legal fees and expenses incurred, as of the date of such termination, with respect to this Agreement and the Transactions.

Section 8.2 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented in any and all respects, whether before or after any vote of the shareholders of the Company contemplated hereby, by written agreement of the parties hereto, by action taken by their respective Boards of Directors (which in the case of the Company shall include approvals as contemplated in Section 1.2(a)), at any time prior to the Closing Date with respect to any of the terms contained herein; provided, however, that after the approval of this Agreement by the shareholders of the Company, no such amendment, modification or supplement (i) shall reduce the amount or change the form of the Merger Consideration or (ii) which

under applicable law may not be made without shareholder approval may be made without such approval.

Section 8.3 Non-survival of Representations and Warranties. None of the representations and warranties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Effective Time.

Section 8.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or sent by an overnight courier service, such as Federal Express, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Parent or the Purchaser, to:

Dover Technologies International, Inc.
One Marine Midland Plaza
East Tower, Sixth Floor
Binghamton, New York 13901
Attention: Robert A. Livingston
Telephone No.: (607) 773-2290
Telecopy No.: (607) 722-8612

with a copy to:

Coughlin & Gerhart, LLP
One Marine Midland Plaza
East Tower, Eighth Floor
Binghamton, New York 13901
Attention: Robert J. Smith, Esq.
Telephone No.: (607) 723-9511
Telecopy No.: (607) 772-6093

(b) and, if to the Company, to:

Vitronics Corporation
1 Forbes Road
Newmarket, New Hampshire 03857
Attention: President
Telephone No.: (603) 659-6550
Telecopy No.: (603) 659-6529

with a copy to:

Duffy & Sweeney
300 Turks Head Building
Providence, Rhode Island 02902
Attention: Michael F. Sweeney, Esq.
Telephone No.: (401) 455-0700
Telecopy No.: (401) 455-0701

Section 8.5 Interpretation. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include", "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation." As used in this Agreement, the term "affiliates" shall have the meaning set forth in Rule 12b-2 of the Exchange Act.

Section 8.6 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by the parties and transmitted by facsimile transmission and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

Section 8.7 Entire Agreement; No Third Party Beneficiaries. This Agreement (including the documents and the instruments referred to herein but excluding the Confidentiality Agreement dated August 18, 1997) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

Section 8.8 Severability. Any term or provision of this Agreement that is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction or other authority declares that any term or provision hereof is invalid, void or unenforceable, the parties agree that the court asking such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

Section 8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

Section 8.10 Assignment. Neither this Agreement nor any of the rights, interests or obligations

hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that the Purchaser may assign, in its sole discretion, any or all of its rights, interests and obligations hereunder to Parent or to any direct or indirect wholly owned Subsidiary of Parent. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 8.11 Knowledge of Parent and the Purchaser. Any fact or circumstance known to Parent or the Purchaser prior to the execution and delivery of this Agreement shall not, of itself, constitute a breach of any representation or warranty by the Company. For purposes of this Section, a fact or circumstance shall be deemed known by Parent or the Purchaser only if it is known by an executive officer of Parent, regardless of whether such fact or circumstance is known by any other employee, representative or agent of Parent or the Purchaser.

Section 8.12 Integration of Exhibits. All schedules and exhibits (including the Company Disclosure Schedule) attached to this Plan of Merger are integral parts of this Plan of Merger as if fully set forth herein and all statements appearing therein shall be deemed disclosed for all purposes and not only in connection with the specific representation in which they are explicitly referenced.

IN WITNESS WHEREOF, Parent, the Purchaser and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

DOVER TECHNOLOGIES
INTERNATIONAL, INC.

By: /s/ John E. Pomeroy

Name: John E. Pomeroy
Title: President

DTI INTERMEDIATE, INC.

By: /s/ John E. Pomeroy

Name: John E. Pomeroy
Title: President

VITRONICS CORPORATION

By: /s/ James J. Manfield, Jr.

Name: James J. Manfield, Jr.
Title: President

ANNEX A

CERTAIN CONDITIONS OF THE OFFER. Notwithstanding any other provisions of the Offer, and in addition to (and not in limitation of) the Purchaser's rights to extend and amend the Offer at any time in its sole discretion (subject to the provisions of the Merger Agreement), the Purchaser shall not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-l(c) under the Exchange Act (relating to the Purchaser's obligation to pay for or return tendered Shares promptly after termination or withdrawal of the Offer), pay for, and may delay the acceptance for payment of or, subject to the restriction referred to above, the payment for, any tendered Shares, and may terminate or amend the Offer as to any Shares not then paid for, if (i) any applicable waiting period under the HSR Act has not expired or terminated, (ii) the Minimum Condition has not been satisfied, or (iii) at any time on or after the date of the Merger Agreement and before the time of acceptance for payment for any such Shares, any of the following events shall occur or shall be determined by the Purchaser, in its judgment reasonably exercised, to have occurred:

(a) there shall be threatened or pending any suit, action or proceeding by any Governmental Entity against the Purchaser, Parent, the Company or any Subsidiary of the Company (i) seeking to prohibit or impose any material limitations on Parent's or the Purchaser's ownership or operation (or that of any of their respective Subsidiaries or affiliates) of all or a material portion of their or the Company's businesses or assets, or to compel Parent or the Purchaser or their respective Subsidiaries and affiliates to dispose of or hold separate any material portion of the business or assets of the Company or Parent and their respective Subsidiaries, in each case taken as a whole, (ii)

challenging the acquisition by Parent or the Purchaser of any Shares under the Offer, seeking to restrain or prohibit the making or consummation of the Offer or the Merger or the performance of any of the other transactions contemplated by the Merger Agreement, or seeking to obtain from the Company, Parent or the Purchaser any damages that are material in relation to the Company and its Subsidiaries taken as a whole, (iii) seeking to impose material limitations on the ability of the Purchaser, or render the Purchaser unable, to accept for payment, pay for or purchase some or all of the Shares pursuant to the Offer and the Merger, (iv) seeking to impose material limitations on the ability of the Purchaser or Parent effectively to exercise full rights of ownership of the Shares, including, without limitation, the right to vote the Shares purchased by it on all matters properly presented to the Company's shareholders, or (v) which otherwise is reasonably likely to have a Company Material Adverse Effect;

(b) there shall be any statute, rule, regulation, judgment, order or injunction enacted, entered, enforced, promulgated, or deemed applicable, pursuant to an authoritative interpretation by or on behalf of a Government Entity, to the Offer or the Merger, or any other action shall be taken by any Governmental Entity, other than the application to the Offer or the Merger of applicable waiting periods under HSR Act, that is reasonably likely to result, directly or indirectly, in any of the consequences referred to in clauses (i) through (v) of paragraph (a) above;

(c) there shall have occurred (i) any general suspension of trading in, or limitation on prices for, securities on the New York Stock Exchange or the American Stock Exchange for a period in excess of 24 hours (excluding suspensions or limitations resulting solely from physical damage or interference with such exchanges not related to market conditions), (ii) any decline in

either the Dow Jones Industrial Average or the Standard & Poor's Index of 400 Industrial Companies or in the New York Stock Exchange Composite Index in excess of 15% measured from the close of business on the trading day next preceding the date of the Merger Agreement, (iii) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States (whether or not mandatory), (iv) a commencement of a war, armed hostilities or other international or national calamity directly or indirectly involving the United States, (v) any limitation (whether or not mandatory) by any United States governmental authority on the extension of credit generally by banks or other financial institutions, (vi) a change in general financial, bank or capital market conditions which materially and adversely affects the ability of financial institutions in the United States to extend credit or syndicate loans or (vii) in the case of any of the foregoing existing at the time of the commencement of the Offer, a material acceleration or worsening thereof;

(d) there shall have occurred any events after the date of the Merger Agreement which, either individually or in the aggregate, would have a Company Material Adverse Effect;

(e) the Board of Directors of the Company or any committee thereof shall have withdrawn or modified in a manner adverse to Parent or the Purchaser its approval or recommendation of the Offer, the Merger or the Merger Agreement, or approved or recommended any Acquisition Proposal;

(f) the representations and warranties of the Company set forth in the Merger Agreement shall not be true and correct, in each case (i) as of the date referred to in any representation or warranty which addresses matters as of a particular date, or (ii) as to all other representations and warranties, as of the date

of the Merger Agreement and as of the scheduled expiration of the Offer, unless the inaccuracies (without giving effect to any materiality or material adverse effect qualifications or materiality exceptions contained therein) under such representations and warranties, taking all the inaccuracies under all such representations and warranties together in their entirety, would not, individually or in the aggregate, result in a Company Material Adverse Effect;

(g) the Company shall have failed to perform any obligation or to comply with any agreement or covenant to be performed or complied with by it under the Merger Agreement other than any failure which would not have, either individually or in the aggregate, a Company Material Adverse Effect;

(h) any person acquires beneficial ownership (as defined in Rule 13d-3 promulgated under the Exchange Act), of at least 25% of the outstanding Common Stock of the Company;

(i) the Merger Agreement shall have been terminated in accordance with its terms; or

The foregoing conditions are for the sole benefit of Parent and the Purchaser, may be asserted by Parent or the Purchaser regardless of the circumstances giving rise to such condition (including any action or inaction by Parent or the Purchaser not in violation of the Merger Agreement) and may be waived by Parent or the Purchaser in whole or in part at any time and from time to time in the sole discretion of Parent or the Purchaser, subject in each case to the terms of the Merger Agreement. The failure by Parent or the Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.1 (b)

Subsidiaries:
1. Vitronics Europe Limited - a United Kingdom company
2. Vitronics Foreign Sales Corporation - a Barbados company

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.2 (a)
STOCK OPTIONS OUTSTANDING

DATE	NAME	PRICE	VESTING YEARS	BALANCE 8/26/97	AMOUNT PAID
	1987 PLAN				
Dec-92	CHANASYK, A	0.5625	5	13,000	17,387.50
Dec-92	CHANASYK, A	0.5625	5	10,000	13,375.00
Dec-92	CLAPP, R	0.5625	5	2,000	2,675.00
Dec-92	GIORDANO, L	0.5625	5	400	535.00
Dec-92	HALL, J	0.5625	5	2,000	2,675.00
Dec-92	KEOUGH, A*	0.5625	5	3,000	4,012.50
Dec-92	LABONVILLE, M	0.5625	5	1,000	1,337.50
Dec-92	MCKEEL, D	0.5625	5	1,000	1,337.50
Dec-92	MILLETTE, S	0.5625	5	2,000	2,675.00
Dec-92	PARADIS, F	0.5625	5	800	1,070.00
Dec-92	SULLIVAN, W	0.5625	5	2,000	2,675.00
Dec-92	WAITT, L	0.5625	5	200	267.50
Dec-93	CHANASYK, A	0.8400	5	10,000	10,600.00
Dec-93	GIORDANO, L	0.8400	5	400	424.00
Dec-93	WAITT, L	0.8400	5	800	848.00
Dec-93	DAROIS, J	0.8400	5	1,000	1,060.00
Dec-93	HALL, J	0.8400	5	2,000	2,120.00
Dec-93	SULLIVAN, W	0.8400	5	2,000	2,120.00
Dec-93	MCKEEL, D	0.8400	5	2,000	2,120.00
Dec-93	CLAPP, R	0.8400	5	3,000	3,180.00
Dec-93	LABONVILLE, M	0.8400	5	2,000	2,120.00
Dec-93	MILLETTE, S	0.8400	5	5,000	5,300.00
Dec-93	PARADIS, F	0.8400	5	1,800	1,908.00
Dec-93	HOWARD, S	0.8400	5	2,000	2,120.00
Dec-93	MARTIN, P	0.8400	5	2,500	2,650.00
Dec-94	KEOUGH, A*	1.3125	5	27,000	15,862.50
Dec-94	CHANASYK, A	1.3125	5	10,000	5,875.00
Dec-94	GIORDANO, L	1.3125	5	2,000	1,175.00
Dec-94	WAITT, L	1.3125	5	2,000	1,175.00
Dec-94	DAROIS, J	1.3125	5	1,000	587.50
Dec-94	HALL, J	1.3125	5	2,000	1,175.00
Dec-94	SULLIVAN, W	1.3125	5	1,000	587.50
Dec-94	MCKEEL, D	1.3125	5	2,000	1,175.00
Dec-94	CLAPP, R	1.3125	5	3,000	1,762.50
Dec-94	LABONVILLE, M	1.3125	5	2,000	1,175.00
Dec-94	MILLETTE, S	1.3125	5	2,500	1,468.75
Dec-94	PARADIS, F	1.3125	5	3,000	1,762.50
Dec-94	MARTIN, P	1.3125	5	2,500	1,468.75
Dec-94	BENNETT, D	1.3125	5	2,500	1,468.75
	TOTAL			134,400	123,311.25

* Non-Qualified Option

DATE	NAME	PRICE	VESTING YEARS	BALANCE 8/26/97	AMOUNT PAID
	1995 PLAN				
Dec-95	CHANASYK, A	2.3750	5	30,000	-
Dec-95	GIORDANO, L	2.3750	5	2,000	-
Dec-95	WAITT, L	2.3750	5	2,000	-
Dec-95	DAROIS, J	2.3750	5	1,000	-
Dec-95	HALL, J	2.3750	5	2,000	-
Dec-95	JEKA, D	2.3750	5	1,000	-
Dec-95	GAGNE, M	2.3750	5	2,000	-
Dec-95	SCHAEFFER, R	2.3750	5	1,000	-
Dec-95	SULLIVAN, W	2.3750	5	1,000	-
Dec-95	MCKEEL, D	2.3750	5	2,000	-
Dec-95	PIVARUNAS, J	2.3750	5	1,000	-
Dec-95	CLAPP, R	2.3750	5	2,500	-
Dec-95	LABONVILLE, M	2.3750	5	1,000	-
Dec-95	DAY, B	2.3750	5	5,000	-
Dec-95	MILLETTE, S	2.3750	5	7,500	-
Dec-95	WRIGHT, M	2.3750	5	1,000	-
Dec-95	JOHNSON, P	2.3750	5	1,000	-
Dec-95	RILEY, G	2.3750	5	1,000	-
Dec-95	GILBERT, R	2.3750	5	1,000	-
Dec-95	HENRY, J	2.3750	5	1,000	-
Dec-95	PARADIS, F	2.3750	5	3,000	-
Dec-95	MARTIN, P	2.3750	5	2,000	-
Dec-95	BENNETT, D	2.3750	5	5,000	-
Nov-96	NASH, T	1.0625	5	25,000	20,937.50
Dec-96	CHANASYK, A	1.0300	5	10,000	8,700.00
Dec-96	GIORDANO, L	1.0300	5	2,000	1,740.00
Dec-96	WAITT, L	1.0300	5	2,000	1,740.00
Dec-96	DAROIS, J	1.0300	5	1,000	870.00
Dec-96	HALL, J	1.0300	5	2,000	1,740.00
Dec-96	JEKA, D	1.0300	5	5,000	4,350.00
Dec-96	GAGNE, M	1.0300	5	2,000	1,740.00
Dec-96	SCHAEFFER, R	1.0300	5	1,000	870.00
Dec-96	SULLIVAN, W	1.0300	5	1,000	870.00
Dec-96	MCKEEL, D	1.0300	5	2,000	1,740.00
Dec-96	PIVARUNAS, J	1.0300	5	2,000	1,740.00
Dec-96	CLAPP, R	1.0300	5	2,000	1,740.00
Dec-96	LABONVILLE, M	1.0300	5	1,000	870.00
Dec-96	DAY, B	1.0300	5	5,000	4,350.00
Dec-96	MILLETTE, S	1.0300	5	5,000	4,350.00
Dec-96	WRIGHT, M	1.0300	5	1,000	870.00
Dec-96	JOHNSON, P	1.0300	5	1,000	870.00
Dec-96	RILEY, G	1.0300	5	1,000	870.00
Dec-96	GILBERT, R	1.0300	5	1,000	870.00
Dec-96	HENRY, J	1.0300	5	1,000	870.00
Dec-96	PARADIS, F	1.0300	5	3,000	2,610.00
Dec-96	MARTIN, P	1.0300	5	2,000	1,740.00

DATE	NAME	PRICE	VESTING YEARS	BALANCE 8/26/97	AMOUNT PAID
	1995 PLAN				
Dec-96	BENNETT, D	1.0300	5	5,000	4,350.00
May-97	LOCKYER, M	0.8400	5	10,000	10,600.00
Aug-97	LOCKYER, M	1.2900	5	5,000	3,050.00
Aug-97	SULLIVAN, D	1.0900	5	25,000	20,250.00
	TOTAL			199,000	105,298.00
TOTAL QUALIFIED OPTIONS				333,400	228,608.75

VITRONICS CORPORATION
NONQUALIFIED STOCK OPTION PLANS

DATE	NAME	PRICE	VESTING YEARS	BALANCE 8/26/97	AMOUNT PAID
May-92	STEADMAN, D	1.1250	5	10,000	7,750.00
Dec-92	MANFIELD, J	0.5625	5	28,000	37,450.00
Dec-92	MANFIELD, J	0.5625	5	22,000	29,425.00
Dec-92	STEADMAN, D	0.5625	5	20,000	26,750.00
Dec-92	STEADMAN, D	0.5625	5	15,000	20,062.50
Dec-93	MANFIELD, J	0.8400	5	25,000	26,500.00
Dec-94	MANFIELD, J	1.3125	5	50,000	29,375.00
Dec-94	STEADMAN, D	1.3125	5	20,000	11,750.00
Dec-95	KANELY, J	2.3438	5	20,000	-
	TOTAL			210,000	189,062.50
TOTAL OPTIONS				543,400	417,671.25

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.4

1. Loan Agreement with First National Bank of Portsmouth(Bank of New Hampshire)

2. Miscellaneous office equipment leases and software licenses

3. The Company is reviewing its real estate leases in Newmarket, NH and Plymouth, England

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.6

None

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.7

None

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.8

Vitronics v. Conceptronics (Docket Number C-91-696L)

Conceptronics v. Vitronics and Manfield et al (Docket Number 97-C-18)

Letters of counsel in response to auditors requests have previously been provided to Parent during due diligence process.

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.9 (a)

Stock Option Plans:
- 1983 Stock Option Plan
- 1983 II Stock Option Plan
- 1987 Stock Option Plan
- 1995 Stock Option Plan

(Copies of the above Plans and a copy of the Qualified and Non-Qualified Stock Option Agreements were previously provided to Parent during the due diligence process) (See Section 3.2 (a) for a schedule of current stock options outstanding under all option plans)

Employment Agreements:
- James J. Manfield Jr.
- Thomas Nash
- Daniel J. Sullivan
- Steven A. Millette
- Michael Lockyer

(copies of the above Employment Agreements were previously provided to Parent during the due diligence process)

Benefit Management of Maine Health Insurance Plan(Self insured)
Boston Mutual Officers Health Insurance Plan
Dental Plan
Life Insurance Plan
Additional Life Insurance for Officers
Short Term Disability Insurance
Long Term Disability Insurance
Additional Disability Insurance for Officers
Tuition Reimbursement
401K Plan, with 25% matching up to 6%
$70 per year towards purchase of safety shoes
Section 125 pre-tax medical reimbursement and dependent care
Employee Assistance Program
$100,000 Travel Accident Insurance
Employee Stock Purchase Plan
Employee Handbook
(copies of the above employee benefits were previously provided to Parent during the due diligence process)

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.9 (i)

Employment Agreements:

James J. Manfield Jr.
Thomas Nash
Daniel J. Sullivan
Steven A. Millette
Michael Lockyer

Copies of the above employment agreement were provided to Parent as part of the due diligence process.

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.10 (a)

The Company is current in its tax filings in those states in which it is currently registered.
The Company is currently registered for Sales & Use tax in Massachusetts, Illinois and California.
The Company presently is registered for VAT purposes in England.
The Company presently is registered for income tax purposes in California, Massachusetts and New Hampshire and England.
The Company presently withholds income taxes for California, Massachusetts, Connecticut, Maine, Illinois, federal and England.

There may be other locations in which the Company has nexus, and is presently unaware of this fact.

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.10 (b)

None

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.10 (c)

None

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.10 (f)

The Company has granted Powers of attorney in the ordinary course of business to various freight forwarders for the purpose of clearing freight through customs and other freight forwarding functions.

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.11 (a)

Trademarks:
- -----------
VITRONICS
UNITHERM
ENVIROCLEAN
Trademark VITRONICS

Common Law Trademarks:
- ----------------------
IsoTherm
VITROSENSE
Natural Convection/Infrared
Controlled Convection/Infrared
VITRO-FOIL
VITRO-CLEAN
Acro-Therm
RadianTherm
MagnaTherm
Tops
Polar Cooling
SELECTSeries
AutoPurge
BGA Solutions

Patents:
- --------
4,833,301 Multi-Zone Thermal Process System Utilizing Nonfocused Infrared Panel Emitters
5,103,846 Apparatus for Cleaning Mechanical Devices Using Terpene Compounds
5,573,688 Convection/Infrared Solder Reflow Apparatus
4,565,917 Multi-Zone Thermal Process System Utilizing Nonfocused Infrared Panel Emitters
4,077,557 Dip Storage, Insertion and Ejection Tool
4,602,238 Infrared Panel Emitter and Method of Producing the Same
4,696,096 Reworking Methods and Apparatus for Surface Mounted Technology Circuit Boards
4,654,502 Method for Reflow Soldering of Surface Mounted Devices to Printed Circuit Boards
4,659,906 Infrared Panel Emitter and Method of Producing the Same

Foreign Patents continued on next page

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.11 (a)

Canadian Patent 1,234,429 Infrared Panel Emitter and Method of Producing the Same
Canadian Patent 1,235,529 Multi-Zone Thermal Process System Utilizing Nonfocused Infrared Panel Emitters
European Patent 0,181,341,B1 Infrared Panel Emitter and Method of Producing the Same
European Patent 0,169,885,B1 Multi-Zone Thermal Process System Utilizing Nonfocused Infrared Panel Emitters
Danish Patent 157,589 Multi-Zone Thermal Process System Utilizing Nonfocused Infrared Panel Emitters
Taiwan Patent 49,283 Apparatus for Cleaning Mechanical Devices Using Terpene Compounds
Taiwan Patent Rights 22,987 Multi-Zone Thermal Process System Utilizing Nonfocused Infrared Panel Emitters
Taiwan Patent Rights 22,988 Infrared Panel Emitter and Method of Producing the Same

Copies of the above referenced Patents and Trademarks were previously provided to Parent during the due diligence process.

The Company's patents are currently subject to litigation as disclosed in Section 3.8

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.12

Corporate Staff:

James Manfield
Thomas Nash
Steven Millette
Michael Lockyer
Daniel Sullivan
Albert Chanasyk
Lorraine Giordano
Brian Day

Given the absence of future written employment agreements for officers and managers and the uncertainty generated during the due diligence process, the Company has no ability to comment on the future plans of individuals.

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.15 (e)

None

VITRONICS CORPORATION
DISCLOSURE SCHEDULE
SECTION 3.18

Scott-Macon Agreement attached as Exhibit 3.18

SCOTT-MACON, LTD.
800 THIRD AVENUE
NEW YORK, N.Y. 10022-7604

212-755-8200
212-755-8255 (FAX)

July 30, 1997

Mr. James J. Manfield, Jr.
Chairman of the Board and
Chief Executive Officer
Vitronics Corporation
4 Forbes Road
Newmarket Industrial Park
Newmarket, New Hampshire 03857

Dear Jim:

This letter will confirm the understanding and agreement between Scott-Macon, Ltd. ("Scott-Macon") and Vitronics Corporation ("Vitronics") with respect to the investment banking services to be provided by Scott-Macon to Vitronics and the fees to be paid to Scott-Macon by Vitronics.

Scott-Macon will provide investment banking services to Vitronics in connection with a sale or merger of Vitronics with another entity or an acquisition by Vitronics of another entity. To date, Scott-Macon has discussed with Vitronics the potential acquisition by or merger with BTU International, Inc., Cookson Group plc, Conceptronic, Inc. (a subsidiary of Arguss Holdings Inc.), and Soltec Inc. (a subsidiary of Dover Technology which in turn is a subsidiary of Dover Corporation). Additional companies that are actively involved in reviewing Vitronics for a potential purchase or merger will also be included. The four companies mentioned above, and these additional companies, will be referred to as a target company ("Target Company").

In the event that prior to the date this letter agreement terminates or is otherwise extended, Vitronics or any portion thereof is either sold or merged with any Target Company or Vitronics acquires all or a portion of any Target Company, Vitronics will pay to Scott-Macon a fee (the "Success Fee") equal to the total of:

5% of the first $2,000,000 of Transaction Value,
4% of the second $2,000,000 of Transaction Value,
3% of the third $2,000,000 of Transaction Value,
2% of the fourth $2,000,000 of Transaction Value, and
1% of Transaction Value in excess of $8,000,000.

As used herein, "Transaction Value" shall be the fair market value of the consideration paid, namely the amount of cash and/or assets and the value of any equity and/or debt issued, raised, assumed or forgiven in completing the transaction, plus any contingent payment used in the transaction when the contingent payment is paid. Transaction Value shall exclude the value of any employment agreement entered into by James J. Manfield, Jr. and any other employment agreements as a result of a transaction. The Success Fee shall be paid to Scott-Macon by bank wire or certified check at the time of Closing.

Should the Success Fee referred to above be paid to Scott-Macon by Vitronics as a result of the completion of a partial (at least 40%) merger with or acquisition of a Target Company, and Vitronics subsequently merges with or acquires the remaining portion of the Target Company within twenty four months of the initial partial merger or acquisition, Scott-Macon will be paid an additional fee calculated by applying the Success Fee outlined above to a new Transaction Value inclusive of the original and newly acquired portion, but giving credit for the initial Success Fee paid to Scott-Macon.

Vitronics will pay for all reasonable out-of-pocket expenses incurred by Scott-Macon in connection with its retention by Vitronics. Normal out-of-pocket expenses include, but are not limited to, travel, hotel, meals, telephone and telefax charges, postage, express mail and messenger charges, and copying and printing charges. Any professionals such as legal or accounting retained by Vitronics will be paid directly by Vitronics to the firms involved. Scott-Macon will obtain from Vitronics prior approval on individual expenses which exceed one thousand dollars ($1,000). In addition, Scott-Macon will obtain from Vitronics prior approval on all expenses when the cumulative expenses reach $5,000. Scott-Macon shall submit periodic invoices for reimbursable expenses.

This agreement shall continue for a period of eight months from the signing of this agreement. However, if an agreement covering a specific transaction is being actively negotiated at the expiration of the eight-month period, this agreement will be extended after the expiration of the eight month period until that transaction is completed or the negotiations cease.

In connection with engagements such as this, it is our firm's policy to receive indemnification and contribution. Therefore:

1. The Company agrees to indemnify and hold harmless Scott-Macon, its affiliates and their respective directors, officers, employees, owners, agents and controlling persons (each an "Indemnified Party") from and against any and all losses, claims, damages and liabilities, joint or several, to which any Indemnified Party may become subject in connection with or arising out of or relating to the engagement of Scott-Macon under this letter agreement, or any actions taken or omitted, services performed or matters contemplated by or in connection with this letter agreement, and to reimburse each Indemnified Party promptly upon demand for expenses (including fees and expenses of legal counsel) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim, or any litigation proceeding or other action in respect thereof, including any amount paid in settlement of any litigation or other action (commenced or

threatened) to which the Company shall have consented in writing (such consent not to be unreasonably withheld, considering, among other things, the best interest of the Company), whether or not any Indemnified Party is a party and whether or not liability resulted; provided, however, that the Company shall not be liable under the foregoing indemnity agreement to an Indemnified Party in respect of any loss, claim, damage or liability to the extent that a court having competent jurisdiction shall have determined by a final judgement (not subject to further appeal) that such loss, claim, damage or liability resulted primarily from the willful misfeasance or gross negligence of such Indemnified Party.

2. An Indemnified Party shall accept legal counsel of the Company, provided that such counsel is reasonably satisfactory to the Indemnified party, to conduct the defense and all related matters in connection with any such litigation, proceeding or other action. The Company shall pay the reasonable fees and expenses of such legal counsel and such counsel shall to the fullest extent consistent with its professional responsibilities cooperate with the Company and any legal counsel designated by the Company.

3. In the event that the indemnity provided for in paragraphs 1 and 2 hereof is unavailable or insufficient to hold any Indemnified Party harmless, then the Company shall contribute to amounts paid or payable by an Indemnified Party in respect of such Indemnified Party's losses, claims, damages and liabilities as to which the indemnity provided for in paragraphs 1 and 2 hereof is unavailable (i) in such proportion as appropriately reflects the relative benefits received by the Company, on the one hand, and such Indemnified Party, on the other hand, in connection with the matters as to which such losses, claims, damages or liabilities relate, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as appropriately reflects not only the relative benefits referred to in clause (i) but also the relative fault of the Company, on the one hand, and such Indemnified Party on the other hand as well as any other equitable considerations. The amount paid or payable by the party in respect of losses, claims, damages and liabilities referred to above shall be deemed to include any reasonable legal or other fees and expenses incurred in defending any litigation, proceeding or other action or claim. Notwithstanding the provisions hereof, the Indemnified Parties shall not be required to contribute any amount in excess of the amount of fees actually received by Scott-Macon during the previous twelve months under this letter agreement (excluding the amounts received as reimbursement of expenses incurred by Scott-Macon).

4. It is understood and agreed that, in connection with Scott-Macon's engagement by the Company, Scott-Macon or its affiliates may also be engaged to act for the Company or it's affiliates in one or more additional capacities, and that the terms of any such additional engagement may be embodied in one or more separate written agreements. These Indemnification Provisions shall apply to the engagement under this letter agreement and to any such additional engagement and any modification of such additional engagement.

5. These Indemnification Provisions shall remain in full force and effect whether or not any of the transactions contemplated by the Letter Agreement are consummated and shall survive the expiration of the period of the Letter Agreement, and shall be in addition to any liability that the Company might otherwise have to any Indemnified Party under the Letter Agreement or otherwise.

This agreement may only be modified in writing.

If the foregoing correctly reflects our agreement, will you kindly indicate your acceptance by signing, dating and returning the enclosed copy of this agreement, retaining the original for your files.

Very truly yours,

SCOTT-MACON, LTD.

\s\ Robert B. Dimmitt
Managing Director

AGREED TO AND ACCEPTED:

VITRONICS CORPORATION

BY: \s\ James J. Manfield, Jr.

TITLE: Chairman and CEO

DATE: August 11, 1997

September 3, 1997

Mr. James J. Manfield, Jr.
Chairman & CEO
Vitronics Corporation
1 Forbes Road
Newmarket, NH 03857-2099

Dear Jim,

Dover Technologies, effective with a successful conclusion of our tender offer for Vitronics, guarantees to cause Vitronics, or its successor to honor the following employment arrangement with you:

TERM: This agreement will be for a period of two years commencing on the date of merger between Vitronics and DTI Intermediate, Inc.

SALARY: Salary of $157,500/annum. The salary will be paid in accordance with the policies and procedures of Vitronics. You will be eligible for a salary increase in early '98 commensurate with increases given to the senior executive team of Soltec/Vitronics, only if you are still engaged in the transition work of consolidating Soltec and Vitronics.

BONUS: In January 1998, you will be paid a bonus to be determined in accordance with past practices of Vitronics, using September 30, 1997 YTD financials to determine the 15% PTP bonus pool. In January 1999, you will paid a bonus of $50,000 conditioned upon you not undertaking any activity which hinders, impedes or imparts ill will to Dover's program to combine Soltec and Vitronics.

EXPENSES AND FRINGE BENEFITS: You shall be reimbursed for business related expenses in accordance with the applicable Vitronics policies and procedures. You shall be entitled to participate in any plans maintained by Vitronics related to retirement, health, disability, life insurance, vacation, and other benefits in accordance with the policies and practices established by Vitronics/Soltec. In addition, you will continue to have use of the company-owned auto.

TAXES: All payments pursuant to above shall be subject to Vitronics/Soltec usual withholding practices and compliant with existing federal and state requirements regarding the withholding of taxes.

DUTIES AND RESPONSIBILITIES: You agree to devote substantially your entire business time and attention to assisting Michiel van Schaik with the transition work of merging (operationally) Vitronics and Soltec. Such duties will be commensurate with that normally associated with a senior executive officer. The period of time for the transition work will be determined by Michiel van Schaik, but in no event will it be more than 12 months. The conduct of private business affairs (including outside directorships and part-time consulting arrangements) and participation in charitable and professional organizations is allowed so long as such activities do not interfere with your duties and responsibilities at Vitronics/Soltec.

It is recognized that, upon completion of the transition period, you will be free to devote your entire time and attention to other interests and pursuits and your salary and benefits would continue for the remainder of the two-year period with the following exception:

If prior to the expiration of the two-year period you accept and commence other full-time employment, the payments of salary would continue, the company auto would be returned to Vitronics, and health, life, disability benefits would cease, subject to your rights under COBRA.

In the event of your death prior to the expiration of the above referenced 24 months, any remaining salary payments will be paid to a designee of your choice.

To the extent permitted by law, Vitronics will pay all related legal expenses associated with the lawsuit by Conceptronics.

Accepted by:	/s/ James J. Manfield, Jr.	Offered by:	/s/ Robert Livingston
	James J. Manfield, Jr.		Robert Livingston, CFO
	Chairman, Vitronics Corporation		Dover Technologies