1. FIELD OF APPLICATION

1.1 The present Terms and Conditions of Purchase ("TCP") apply to all orders of the Jenoptik Industrial Metrology France SAS (the "Purchaser"). The TCP equally apply to any quotation requests emanating from the Purchaser, including those submitted by Jenoptik Industrial Metrology France SAS (the "Vendor").

1.2 Unless the latter has expressly agreed to any such variation in writing, the TCP equally apply to any quotation requests emanating from the Purchaser, including those submitted by Jenoptik Industrial Metrology France SAS (the "Vendor").

1.3 The Vendor hereby declares that it has read and understood the TCP and will ensure that its employees and all persons working for it in connection with the execution of any orders have the same understanding. The Vendor undertakes to ensure that the conditions of delivery are met.

2. PRICE - QUOTATION - ACCEPTANCE OF ORDER

2.1 All prices of Orders shall be fixed and firm and may not be increased unless written confirmation is given in accordance with the terms and conditions mentioned therein.

2.2 Any change in the delivery of the Products within the framework of an Order, the Vendors shall send the corresponding written notices to the Purchaser in accordance with the terms and conditions mentioned therein.

2.3 After each delivery of the Products within the framework of an Order, the Vendors shall send the corresponding written notices to the Purchaser in accordance with the terms and conditions mentioned therein.

2.4 Subject to acceptance of deliveries by the Purchaser, payments shall be made 45 days from the end of the month preceding the invoice date.

3. PAYMENT CONDITIONS - INVOICING

3.1 Unless the latter has expressly agreed to any such variation in writing, the TCP equally apply to any quotation requests emanating from the Purchaser, including those submitted by Jenoptik Industrial Metrology France SAS (the "Vendor").

4. INSPECTION - RIGHT OF REFERENCE

4.1 Except as may otherwise be provided, transfer of ownership and risk of loss shall pass to the provider at the time of delivery. The Vendors may be forced, ipso facto, to apply the price and any indirect taxes and duties to which the Provider may be entitled.

5. ACCEPTANCE - INSPECTION - RIGHT OF COMPLAINT

5.1 Products delivered are subject to acceptance by the Purchaser. Receipt by the Purchaser shall imply acceptance of the order or, in the event that acceptance is not made, shall be deemed to have been made.

5.2 Unless specific conditions of acceptance are established in any document or, if not so established, unless written modifications are made to the terms and conditions of the order in question or for the purposes of preparing offers or quotations, the Vendors shall be deemed to have transferred the risk of loss at the time of delivery to the Purchaser.

6. TRANSPORTATION - PACKAGING

6.1 The Vendors shall pack the Products in such a way that they are not damaged or lost during transport. The Vendors shall also ensure that each article shall bear marking and identification in accordance with the terms and conditions of the order in question or for the purposes of preparing offers or quotations.

7. QUALITY - RESPONSIBILITY

7.1 The Vendors guarantee that the Products comply with the specifications of the order and the quality, safety and environmental obligations to which they refer. The Vendors shall have the right to claim damages from the Purchaser in the event that the Purchaser does not comply with the terms and conditions of the order in question or for the purposes of preparing offers or quotations.

8. NON-MATERIAL DAMAGE, INCLUDING LOSS OF REVENUES

8.1 The Vendors guarantee that the Products comply with the specifications of the order and the quality, safety and environmental obligations to which they refer. The Vendors shall have the right to claim damages from the Purchaser in the event that the Purchaser does not comply with the terms and conditions of the order in question or for the purposes of preparing offers or quotations.

9. TRANSPORTATION - PACKAGING

9.1 The Vendors shall pack the Products in such a way that they are not damaged or lost during transport. The Vendors shall also ensure that each article shall bear marking and identification in accordance with the terms and conditions of the order in question or for the purposes of preparing offers or quotations.