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**GENERAL TERMS AND CONDITIONS OF SALE
FOR THE DEVELOPMENT AND SUPPLY OF MEASUREMENT AND CONTROL EQUIPMENT**

1. GENERAL

1.1. Jenoptik Industrial Metrology France ('Jenoptik Industrial Metrology', the 'Supplier', 'We' or 'Us') specialises in the design, development, production and trade of measurement and control instruments and equipment.

1.2. These General Terms and Conditions of Sale ('Terms and Conditions') apply to contracts entered into directly by Jenoptik Industrial Metrology with any business customer (the 'Customer', 'Customers' or 'You') in relation to the sale of standard products ('Standard Products') or specific products, as defined in Clause 2.2 below ('Specific Products') (collectively, the 'Products'). All deliveries, services and offers made by Jenoptik Industrial Metrology France are made on the basis of these Terms and Conditions, which form an integral part of all contracts entered into by the Supplier and You. By placing an order, You are automatically agreeing to comply with these Terms and Conditions, notwithstanding any conflicting clauses contained in documents issued by You, including your general terms and conditions, subject however to the special terms and conditions specifically agreed between the Supplier and You in writing.

1.3. Jenoptik Industrial Metrology may also draw up Special Terms and Conditions of Sale that depart from these Terms and Conditions, depending on the type of clientele concerned, determined based on objective criteria. If we do, the Special Terms and Conditions of Sale will apply to all operators that meet these criteria.

2. CONTRACT FORMATION

2.1. Online presentations, catalogues, brochures, price lists and other business documents are not binding unless they have been specifically designated as a binding offer or a specific acceptance timeframe has been agreed.

2.2. Specifications – Specific Products

If You request a Specific Product, You have an obligation and responsibility to draw up specifications (including but not limited to a plan, materials and technical specifications) to define all the characteristics required of the service to be provided. You are a professional with expertise in your specialist area of business and You alone must determine the purpose of the Product to be produced. You must accurately define relevant requirements and advise Us on the resources We must use to satisfy your requirements. Specifications must be accurate, adapted to the service to be provided and documented.

We disclaim all liability for any error or omission in the specifications produced by You. The drawings, designs and projects We produce will be prepared based on the information provided by You. They will only be suggestions and must not be deemed to constitute involvement by the Supplier in the design of the end Product for which We could be held liable in accordance with Clause 12 of these Terms and Conditions. The drawings, designs and projects We produce will be submitted to You for written approval and must be returned to Us, unless stipulated to the contrary, within 30 days of the date they are issued.

If You do not place an order for a Specific Product You have requested, We will charge You for the costs We incur in connection with the relevant designs, drawings and projects in accordance with Clause 4, and the documents provided to You must be returned to Us.

2.3. Orders must be sent in writing, in the form of a purchase order duly signed by You.

A contract will be formed once We have expressly accepted your order in writing, and We will notably ensure that the requested Products are available. We reserve the right not to accept orders for less than one hundred (100) euros excluding VAT or if We have reason to believe that the technical characteristics requested by You do not comply with industry standards or cannot be produced in view of the Products sold by Jenoptik Industrial Metrology.

You acknowledge and accept that We may modify the technical specifications for the Products We sell without notice, until such time as We have accepted your order in writing.

An order that is accepted by Jenoptik Industrial Metrology confirms your consent to be bound by an irrevocable commitment. Orders that are accepted by Jenoptik Industrial Metrology cannot be withdrawn unless We specifically agree otherwise in advance in writing. If an accepted order is withdrawn, You agree to indemnify Us for all the direct and/or indirect consequences of the withdrawal, and to compensate Us for the costs We have incurred in relation to specific equipment, design costs, labour costs and procurement costs. Any deposit You have already paid will belong absolutely to Us.

3. PRICES

3.1. Prices

1° Standard Products are supplied at the prices stated on the price lists issued by Jenoptik Industrial Metrology in any commercial medium used on the order date or with the business proposal sent to You.

The prices of Specific Products are those mentioned in the offer or quote applicable on the order date. Offers and quotes will be prepared based on the information provided by You.

2° Our prices are fixed and will not change during the relevant period of validity, unless these Terms and Conditions contain a specific clause to the contrary or the parties specifically agree otherwise.

Unless specifically agreed otherwise:

- offers are valid for one month;

- a minimum deposit of 30% of the order amount must be paid in cash for all orders;

- prices are stated in euros, excluding VAT, 'ex works' (EXW according to the Incoterms in force when a contract is formed).

3° Notwithstanding the foregoing, We may increase our prices without notice, after the date on which an order has been accepted, to factor in any levies, customs duties or other taxes imposed on Us by a national or local authority, directly or indirectly, before or after dispatch of the goods to You, when Products are imported or sold. You may be charged separately for these additional costs.

4° Specific pricing terms may apply should You make a specific request concerning delivery terms and timeframes, or payment terms. A specific commercial offer will be sent to You by Jenoptik Industrial Metrology.

3.2. Price revision

Changes and additions that You request to an accepted order, particularly changes to delivery timeframes, quantities or the order Products, as well as changes requested compared to the applicable standard or specifications, are subject to our express written consent, are liable to result in a price adjustment and could entail the issuance of an additional commercial offer or quote by Us. In the event of disagreement between the parties, the order will be fulfilled as initially placed and accepted.

We reserve the right to change the price or terms of any quote or price list due to clerical error, an incorrect copy, design or interpretation, or if You do not provide adequate information concerning your requirements. You may not however terminate the contract or claim any compensation on any basis whatsoever.

3.3. Unforeseeable circumstances

According to the spirit of the contract entered into on the basis of these Terms and Conditions, a satisfactory financial balance must be maintained between the parties.

If, due to circumstances that could not have been foreseen upon the formation of the contract, the structure of the contractual relationship should change to an extent that renders the fulfilment of a party's obligations excessively onerous for that party and the party has not agreed to assume the relevant risk, it is agreed that the parties will renegotiate the contract. The parties therefore waive the right offered under Article 1195 of the French Civil Code to refuse to renegotiate. The parties expressly agree that performance of the contract will not be suspended during the change negotiations. If the parties fail to agree within 30 days, the contract will be terminated by the first party to act.

3.4. Account opening terms

In order to open an account, You may be required to pay a deposit or to pay in cash when placing an order. We reserve the right to require You to produce accounting, financial and legal documents and potentially guarantees in order to open an account.

4. PAYMENT

4.1. Payment terms and timeframes

Invoices are prepared on the delivery date. Unless agreed otherwise, invoices must be paid within 30 days of the issue date, on the understanding that payment will be deemed to have been collected on the date it is received. Any variation of payment terms or timeframes must be expressly accepted by Jenoptik Industrial Metrology in writing.

Unless specifically agreed otherwise, We do not offer an early payment discount. If payment is made by bill of exchange, it must be accepted within seven (7) days of transmission. The delivery of a commercial bill as payment will not result in a novation. Consequently, the original debt will remain with all the related guarantees, including



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the retention of title, until such time as the said bill of exchange has effectively been paid.

4.2. Late payment

Any late payment will automatically render You immediately liable for late-payment interest calculated at ten points above the European Central Bank's most recent refinancing rate, without prejudice to the right for Us to claim compensation for the loss suffered on account of the delay. If payment is not made on time, You will be required to pay a fixed debt collection charge of 40 (forty) euros. If the debt collection charges incurred are higher than the amount of this fixed charge, We may also seek an additional indemnity, on presentation of relevant supporting documents.

5. CHANGES TO CUSTOMER'S FINANCIAL POSITION

In the event that your financial position deteriorates and the deterioration is recorded in financial information and/or certified by a late payment, or if your financial position differs significantly from the information provided, We reserve the right not to deliver the goods or provide the contract services unless payment is made immediately.

If your business or a significant portion of your assets or equipment is/are sold, transferred, pledged or contributed to a company, if You undergo a change of control within the meaning of Article L233-3 of the French Commercial Code, if You fail to pay on time or if a commercial paper is not accepted within seven (7) days, We reserve the right, without notice, to:

- demand immediate payment of the outstanding amount due in whatever respect;
- suspend all deliveries or services;
- record the termination of all contracts in progress, on the one hand, and retain any deposits paid or Products held in custody, until such time as You settle the full outstanding amount.

No forbearance on our part in relying on any of these provisions will preclude our right to exercise the retention of title clause or the possibility for Us to seek compensation for the loss suffered.

6. DELIVERY – INSTALLATION

6.1. Delivery and delivery timeframes

A delivery will be deemed to have been made as soon as the Products are made available, before they are placed in storage on the Supplier's premises.

Our delivery timeframes and deadlines are given by way of a guide, unless We agree to guarantee a particular timeframe or deadline.

Delivery timeframes begin to run on the date on which We definitively accept your order, subject to the payment, if necessary, of a deposit.

For Specific Products, the start date of the delivery timeframe is subject to receipt by Us of all the information We require to begin to fulfil the order, in accordance with the applicable specifications.

If a delivery timeframe is changed for a reason attributable to You, We reserve the right to charge an additional fee for the changes and subsequent rearrangements made. A new schedule will be prepared between the parties to supersede the previous schedule.

If You fail to fulfil your contractual obligations, We reserve the right to extend and/or defer the timeframe for delivery of the goods or provision of the service until the date on which You fulfil your contractual obligations towards Us, without prejudice to Our other rights due to a late payment by You.

You must not refuse to receive a partial delivery and You must pay the price of the Products delivered.

If a timeframe has been agreed between the parties or guaranteed by Us, an order must not be cancelled on the basis of a delay. If a specific agreement stipulates penalties, these will not under any circumstances exceed 0.5% per week of delay and will be capped at 5% of the workshop or in-store value of the delayed equipment. A late penalty may only be applied if a delivery is delayed for a reason attributable exclusively to Us and a genuine loss is suffered as a result. A late penalty may only be applied on the condition that You notified Us in writing of your intention to apply the penalty when placing your order and confirmed your intention on the scheduled delivery date. These penalties will constitute fixed damages in full discharge and exclude any other form of compensation.

Product payments must not be deferred or changed due to a delay.

6.2. Installation

Unless otherwise agreed in writing with Us, You are responsible and liable for installation of the Products. If You ask Us to provide an installation service, a separate quote will be prepared for the service and the service will be invoiced accordingly. If You agree to install Products using your own resources, the warranties provided under Clause 11 will be subject to final approval of the installation by a Jenoptik Industrial Metrology representative.

7. TRANSFER OF RISKS

The risks of loss, theft and accidental damage to a contract Product will pass to You as soon as the Product is made available, notwithstanding the retention of title clause set out in Clause 8 below.

8. RETENTION OF TITLE

WE WILL RETAIN TITLE TO THE PRODUCTS SUPPLIED UNTIL THE PRICE THEREOF (PRINCIPAL AND INCIDENTAL CHARGES) HAS BEEN PAID IN FULL. IF PAYMENT IS NOT MADE IN FULL ON THE DUE DATE OR ON ANY INSTALMENT DUE DATE, WE MAY REQUIRE YOU TO RETURN THE PRODUCTS TO US. YOU HEREBY AGREE TO VOLUNTARILY RETURN THE PRODUCTS DELIVERED TO YOU FURTHER TO A REQUEST MADE BY US IN A LETTER SENT REGISTERED POST (WITH ACKNOWLEDGEMENT OF RECEIPT). FAILING THIS, YOU WILL BE REQUIRED TO DO SO BY VIRTUE OF AN INTERLOCUTORY ORDER.

YOU WILL BE LIABLE FOR THE COST OF TRANSPORTING THE PRODUCTS BACK TO US. WE WILL THEN REGAIN THE RIGHT TO DISPOSE OF THE RETURNED PRODUCTS AS WE SEE FIT.

PRODUCTS THAT ARE IN STOCK WHEN A REQUEST IS MADE FOR THEM TO BE RETURNED WILL BE DEEMED TO CORRESPOND TO OUTSTANDING INVOICES. ANY PART PAYMENT WILL AUTOMATICALLY REDUCE, FIRST AND FOREMOST, THE UNSECURED PART OF THE DEBT OWED TO US.

A PRODUCT RETURN WILL BY NO MEANS AFFECT OUR RIGHT TO SEEK COMPENSATION FOR THE LOSS SUFFERED ON ACCOUNT OF THE NON-PAYMENT.

YOU AGREE NOT TO RESELL THE PRODUCTS DELIVERED TO YOU AND THAT ARE SUBJECT TO A RETENTION OF TITLE CLAUSE, NOT TO PLEDGE THE PRODUCTS AS SECURITY OR TRANSFER TITLE TO THE PRODUCTS BY WAY OF A GUARANTEE WITHOUT OUR EXPRESS PRIOR CONSENT. THIS CONSENT WILL BE AUTOMATICALLY WITHDRAWN SHOULD YOU BECOME INSOLVENT. IF WE AUTHORISE YOU TO RESELL A PRODUCT OR PRODUCTS, YOU AGREE TO IMMEDIATELY PAY US THE OUTSTANDING PORTION OF THE PRICE.

9. ACCEPTANCE – CLAIMS

The Products that are delivered to You must be carefully inspected by You or a third party appointed by You as soon as they are delivered. You must accept the Products as required by law, by acknowledging that the Products comply with the relevant contract, within twenty-four (24) hours of delivery or, if this timeframe involves a public holiday, the next business day. Acceptance constitutes acknowledgement of the absence of apparent defects and must be set out in writing.

If any Product is damaged, soiled, partially damaged or delayed for a reason attributable to the carrier, You must report the issue, provide an explanation in writing on the waybill or delivery note and keep all forms of proof (packaging, copy of the document mentioning the issue or keep a record of the required information). You must take steps to protect your rights and the rights of Jenoptik Industrial Metrology with regard to the carrier by confirming the issue to the carrier by registered letter (with acknowledgement of receipt) within three (3) days of receipt of the Products and send a duplicate to Jenoptik Industrial Metrology, failing which You will not be entitled to make a claim. You will be liable to Jenoptik Industrial Metrology for your failing. If a reasoned claim is not made within the above timeframe, You will be deemed to have irrevocably accepted the Products.

In any case, the nature and scope of the checks, tests and acceptance procedures must be stated in the contract.

If You fail to follow the contractually agreed acceptance procedure, the Products will be deemed to have been accepted if:

- We have fulfilled our main contractual obligations, even in the presence of minor issues; or
- You have used the contract Products.

10. STANDARD PRODUCT RETURNS

Standard Product returns must be agreed in writing by Us and the Products must be returned in the condition in which they were delivered by Us, in their original packaging, within 30 days of the delivery date. Products must be returned at your risk, with postage and packaging to be paid by You, and You must include the number of the delivery note. We may issue a credit note once We have checked the condition and quantity of the Standard Product or Products returned. If a Product is not returned as required, You will lose any deposit paid. Specific Products cannot be returned.

11. CONTRACTUAL WARRANTY

Original brand Products and Products sold by Us are covered by a maximum 12-month warranty from the delivery date. The contractual warranty applies exclusively for Products delivered in mainland France.



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In order to make a warranty claim, You must notify Us in writing within 48 hours of a suspected issue with a Product and provide a full explanation of the issue.

We may ask You to return the Product to Us, in which case You must pay the cost of the return. If your claim is justified, We will reimburse You for the cost of postage at the lowest standard rate. We will not reimburse You for any additional charges incurred due to the Product having been used at a location not stated in the contract. The warranty exclusively covers, at Our discretion, the repair in our workshops or the replacement of faulty parts due to a manufacturing or material defect, once the defect has been established or accepted by Us. We will not compensate You in any respect whatsoever.

The warranty does not cover the following:

- wear and tear;
- the use of products other than the original Products or materials provided by another supplier if a Product is worked on, repaired or altered by You or a third party without our prior consent, in the event of negligence, inadequate monitoring, incorrect assembly, use without regard for the technical characteristics recommended by Us or inappropriate storage by You.

The warranty will not apply if You have not paid for a Product and You must not rely on this fact to suspend or defer your payments.

The warranty will not be extended if part of a Product is changed.

We are not required to supply spare parts outside the warranty period. If You wish to be provided with spare parts for a specified period after the warranty period, the parties must include a specific clause to this effect in the contract.

12. LIABILITY

12.1. Limits of Supplier liability

Our liability is limited, save in the event of physical injury, intentional fault, gross negligence or intentional wrongdoing, solely to any direct property damage suffered by You as a result of a fault attributable exclusively to Us in the performance of the contract, and to the amount (excluding VAT) received under the contract. For Specific Products, We only warrant that they will comply with the specifications imposed by You and set out in the specifications or order accepted by Us, and that they will comply with industry standards. Any legal action You wish to take against Us must be taken within 12 months of the day on which You become aware or should have become aware of the event that triggers our liability, failing which the action will be out of time.

12.2. Liability exclusion

We disclaim all liability for indirect damage such as a loss of turnover, operating loss, production loss, loss of profit, loss of opportunity, loss of clientele or shortfall in earnings, for image or reputational damage and, generally, for any business loss. We are not required to compensate the harmful consequences of any fault by You or a third party in relation to the performance of the contract or any damage or loss resulting from the use by You of technical documents, information or data issued or imposed by You.

We also disclaim liability for the following:

- any error or omission in the specifications provided by You;
- any defect in the design prepared by You;
- any defect in the materials provided by You;
- any damage or loss caused through use of Products other than the original Products, or materials supplied by another supplier;
- if You or a third party provide(s) a service or carry(ies) out a repair or an alteration without our prior consent;
- in the event of negligence, inadequate monitoring, incorrect assembly, use other than in accordance with the technical characteristics recommended by Us or inappropriate storage by You.

You must periodically ensure, using appropriate comparative methods, that your measurement resources are compliant. We disclaim all liability should You fail to do so.

Within the limit permitted by law, the warranty does not cover hidden defects or liability for faulty products.

12.3. Limitation period

Any action You wish to take against Us must be taken within 12 months, failing which it will be out of time.

13. FORCE MAJEURE

Neither party will be liable for any delay or non-fulfilment of its contractual obligations if the delay or non-fulfilment is due to a force majeure event on the contract formation date, including but not limited to a natural disaster, earthquake, storm, fire, flood, armed conflict, war, attack, any kind of disruption to the company or a supplier, procurement issue, transport delay, strike, lock-out, shortage of labour, problems obtaining an administrative consent or taking an administrative measure, the non-

delivery or delayed delivery of goods by a supplier, or a mandatory order by a public authority (import ban or embargo). Each party must inform the other party by any written means of any such impediment as soon as possible given the nature of the impediment.

If the impediment persists for more than three (3) months, We or You may terminate the contract by notifying the other party accordingly by registered letter (with acknowledgement of receipt).

14. INDUSTRIAL AND INTELLECTUAL PROPERTY

14.1. Projects – Designs

We will retain ownership of and the copyright to all the projects, designs, offers, quotes, drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and resources that are prepared by Us in relation to the Products and delivered to You. Unless We agree otherwise in writing and in advance, You are not permitted to communicate these documents or information to third parties, regardless of their content or the medium in which they are stored, or to disclose, use or duplicate or have a third party disclose, use or duplicate them. You must return all of these documents and information, regardless of the medium in which they are stored, immediately at Our request and destroy any copies.

14.2. Inventions, improvements and developments

Unless otherwise agreed, We will retain the intellectual property rights to the Products in relation to the methods, know-how and processes developed, implemented or improved by Us, and which We may freely use for other projects. The intellectual and industrial property rights attached to the projects, designs, drawings, illustrations, models and items created, designed and developed by Us, the French and international patents and software for the Products will remain our property. The sale of a Product will not entail any transfer of the related intellectual or industrial property rights to You. Consequently, You agree not to claim any rights to the Products and not to use such rights in any way whatsoever, particularly for your own benefit or for the benefit of other customers or partners.

14.3. Software

Our Products include software. We grant You, at no extra cost, a non-exclusive transferable licence solely in order to use the said software. You agree not to use our software unlawfully, for any unlawful purpose or for any purpose other than to use the Products. You agree not to duplicate, reproduce, copy, modify, adapt, correct, decompile or engage in reverse engineering in relation to our software and not to incorporate our software into any software or package developed by You or a third party. This licence is granted for the term of the intellectual property rights attached to software. You may also request a licence from Us for software not included in the Products. If You do, We will grant the licence at the applicable rate and on the above terms.

14.4. Third-party claims

If a third party makes a claim against Us in relation to Specific Products for a reason not linked directly to our manufacturing process, You agree to indemnify Us for any order liable to be made against Us and, generally, for any claim for damages made by a third party.

You agree to support Us in our defence and to pay the related costs. Jenoptik Industrial Metrology and You mutually agree to immediately inform each other in writing of any proceedings issued by a third party of which We or You become aware. If a third party infringes our intellectual and/or industrial property rights, We have the exclusive right to take legal action. You must provide Us with all the information We require to organise our defence.

15. CONFIDENTIALITY

You agree to be bound by a general confidentiality obligation in relation to the elements (documents stored in any medium such as minutes of discussions, drawings, exchanges of computerised data, etc.) exchanged during the preparation and performance of the contract. Generally, You acknowledge that all confidential information concerning Us will be provided to You solely in connection with the contract entered into on the basis of these Terms and Conditions, solely to enable You to make a decision. However, this confidentiality obligation does not apply to information already in the public domain when the contract is formed or of which You are already lawfully aware.

16. ELECTRICAL AND ELECTRONIC WASTE – ENVIRONMENT

You agree to use your best efforts to ensure that the Products are used in such a way as to reduce the consumption of energy and the production of waste, particularly by following the instructions contained in user guides or other documentation provided. You must assume all statutory and regulatory obligations concerning the collection,



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removal and processing of electrical and electronic waste stemming from Jenoptik Industrial Metrology's Products and pay all relevant fees and costs.

17. EXPORT CONTROLS

The Products may contain technologies and software that are governed by US and EU law on export controls and the laws in force in the country where they are delivered or used. You agree to unconditionally and unreservedly abide by these restrictions and not to sell, rent, export or re-export the Products for the benefit of users or countries subject to a restriction and, generally, to comply with all export control laws.

18. ANTI CORRUPTION – COMPLIANCE

You agree to comply with all statutory provisions, particularly those concerning anti-corruption, competition and practices in restraint of trade. In particular, You declare that You will not make, give or pay, directly or indirectly, to any Jenoptik Industrial Metrology employee or agent, any kind of offer, gift, remuneration or benefit that constitutes or could constitute an unlawful act or corruptive practice. The same obligations apply to your employees and agents and to other third parties acting on your instructions and which You must therefore hire.

19. GOVERNING LAW – JURISDICTION – LANGUAGE

These Terms and Conditions as well as the contract between the parties are governed by French law, to the exclusion of the United Nations Convention on contracts for the international sale of goods.

In the absence of amicable resolution, it is expressly agreed that the Commercial Court of Caen has exclusive jurisdiction to hear and decide any dispute that arises in connection with the interpretation or performance of these Terms and Conditions and of the contracts to which they relate, even in the context of related proceedings, an impleader, multiple defendants or stipulations as to the place of payment or delivery. All documents must be drafted in French. In the event of conflict between a text in French and a text in a foreign language, the French text shall prevail.

20. SEVERABILITY

The total or partial nullity of any clause of these Terms and Conditions will not affect the validity of the other valid terms or stipulations of the partially invalid clauses. A clause or stipulation that is null and void must be replaced, by joint agreement between the Supplier and You, by a valid contractual provision the terms of which reflect to the extent possible the economic scope of the invalid clause or stipulation.

21. NON-ASSIGNABILITY

You agree not to assign your rights or obligations under a contract entered into pursuant to these Terms and Conditions without our prior written consent.

22. NO WAIVER

No forbearance by Jenoptik Industrial Metrology in relying at any given time on any clause of these Terms and Conditions should be construed as a waiver of the right to rely thereon in the future.

23. VARIATION OF TERMS AND CONDITIONS

Any additional, conflicting or exceptional agreement to these Terms and Conditions must be set out in writing and signed by a person duly authorised by Jenoptik Industrial Metrology, failing which it may not be enforced. In any event, it will apply solely to the order at issue but not to any subsequent order for the same or similar Products.