

## GENERAL TERMS AND CONDITIONS OF SALE BETWEEN BUSINESS PROFESSIONALS FOR THE IMPLEMENTATION AND PROVISION OF MEASURING AND MONITORING EQUIPMENT

### I - GENERAL CONDITIONS

1° Jenoptik Industrial Metrology France (hereinafter referred to as "Jenoptik Industrial Metrology" or the "Provider") is specialised in the design, development, production and business of measuring and monitoring instruments and equipment. As such, it is aimed at professional clients exclusively (hereinafter referred to as the "Client" or the "Clients").

2° The present Terms and Conditions of Sale apply to any sales concluded by Jenoptik Industrial Metrology with professional Clients, regardless of clauses mentioned on the Client's documents and, in particular, on its general terms and conditions of purchase. As a result, any orders passed entail the prior and unconditional subscription of the Client to the present terms and conditions to the exclusion of any of the Client's general or specific terms and conditions of purchase.

3° Under the provisions of the above, no amendment made to the present General Terms and Conditions of Sale may result in any document being subsequently received from the Client containing different terms and conditions to those contained herein. Specifically, no amendment may ensue from the provisions of the Client's dispatch documents, or the Client's order form, dispatch instructions or other similar documents or any other communication relating to the present or precedent operation.

3° Failing a specific agreement concluded with the Client, the present General Terms and Conditions of Sale shall be deemed applicable to him constitute the sole agreement as provided in article L.441-7 of the Commercial Code. The present General Terms and Conditions of Sale shall be sent immediately to any Client who so requests it. In accordance with current regulations, Jenoptik Industrial Metrology reserves the right to depart from certain clauses of the present General Terms and Conditions of Sale, based on negotiations carried out with the Client, by drawing up Specific Terms and Conditions of Sale.

4° Moreover, Jenoptik Industrial Metrology may be led to draw up Categorical Terms and Conditions of Sale, notwithstanding the present General Terms and Conditions of Sale, according to the type of clientele in consideration, to be determined by objective criteria. In this event, the Categorical Terms and Conditions of Sale shall apply to all operators respecting the following criteria:

5° Catalogues, printed matter, price tables and other commercial documents issued or distributed by Jenoptik Industrial Metrology shall only have an indicative value and may not be considered as a firm offer. Any amendments to the present General Terms and Conditions of Sale shall only bind the parties if they are recorded in writing and signed by Jenoptik Industrial Metrology by a duly authorised person and, in every case, shall only apply to the order in question and not to subsequent orders for the same or similar products.

6° The fact that the Provider does not avail itself at any given time of any one of the present General Terms and Conditions may not be interpreted as a waiver to exercise its privileges at a later stage. Likewise, the nullity of any one of the clauses of these present terms and conditions shall not affect the validity of other clauses.

### III - STUDY-PROJECTS - PROJECT SPECIFICATIONS

#### III - 1. Studies and projects

The Client shall acknowledge the industrial and intellectual property rights of the Provider regarding any projects, studies and documents of any nature delivered or sent by the Provider, which shall always remain his absolute property. They must be returned to the Provider upon first demand. They may not be communicated to third parties without his prior and written agreement. In a general manner, any reproduction or representation, even partial, by any process whatsoever, of any documentation belonging to the Provider, carried out without his written agreement, is deemed unlawful and constitutes infringement of his intellectual property rights. The Client shall refrain from carrying out any transfer of intellectual property rights belonging to the Provider. If studies, carried out at the Client's request, or documents supplied to the latter are not followed up by an order for products, the expenses engendered shall be invoiced to the Client and the documents must be returned.

#### III - 2. Confidentiality

The Client undertakes a general confidentiality obligation concerned with elements (documents on any medium whatsoever: discussion reports, plans, exchanges of computerised data, etc.), within the framework of the preparation and execution of the contract. In a general manner, the Client acknowledges that any confidential information whatsoever concerning the Provider, is communicated to him solely within the framework of the agreement and only for the purposes of allowing it to make a decision. Information which is public knowledge at the time the contract is concluded or already known by the Client in a legal manner shall not, however, be subject to the confidentiality obligation.

#### III - 3. Project Specifications - specific manufacture

The Client has the obligation and bears the responsibility for drawing up project specifications (in particular, plans, materials and technical specifications) defining the details of the service to be carried out. The Client is a competent professional within its speciality and the sole authority as to the purpose of the object to be manufactured. It must precisely and significantly define its needs and guide the Provider as to the means that the latter must put into place to satisfy these needs.

The project specifications must be sufficiently precise, adapted to the service and information. The Provider may not be held responsible for any omission or error contained in the project specifications provided by the Client. Any plans, studies and projects which may be sent by the Provider only constitute proposals which may not be deemed as contributing in any way whatsoever to the design of the final product, and thus engage his responsibility. As such, plans require approval from the Client and must be returned to the Provider, unless specifically stipulated, within a maximum period of 30 days.

### IV - ORDERS

Sales are only considered as completed after formal and written acceptance of the Client's order by the Provider who will assure himself, in particular, of the availability of the products requested.

Orders must be confirmed in writing by means of an order form duly signed by the Client. Jenoptik Industrial Metrology reserves the option of not accepting an order where the amount is less than one hundred (100) Euros, net of tax, or where the technical characteristics requested by the Client do not appear to comply, in his opinion, with the profession's standards or are not achievable, taking into consideration the products sold by Jenoptik Industrial Metrology.

The technical specifications of products sold by Jenoptik Industrial Metrology may be changed without notice by Jenoptik Industrial Metrology up to written acceptance of the Client's order.

An order expresses the irrevocable agreement of the Client. He may not, therefore, cancel the order unless the Provider has given his express and prior agreement. In this event, the Client shall compensate the Provider for any direct or indirect consequences which may arise therefrom and, in particular, the expenses agreed regarding specific equipment, study costs, labour and procurement expenditure. In any event, any down payments already paid to the Provider will be retained by the Client. Any amendments and additions to the order, in particular concerning delivery periods, quantities or products, shall be subject to express agreement by the Provider, who shall make the Client aware of the conditions and consequences of the commercial terms and conditions.

### PRICES

#### V - 1. Prices

1° Standard products are provided at the prices listed in the tables regularly published by Jenoptik Industrial Metrology on any commercial medium distributed by Jenoptik Industrial Metrology or made available to its Clients. Prices may, where appropriate, also result in Jenoptik Industrial Metrology sending a commercial offer to the Client. These prices are firm and may not be revised during their period of validity.

2° Prices may be increased by Jenoptik Industrial Metrology without notice after the acceptance date of an order, by the amount of any taxes, customs duties or any other taxes imposed by a national or local Authority, directly or indirectly, before or after dispatching, at the time of the importation or sale of the merchandise. These price increases may be invoiced separately to the Client.

3° Special price conditions may be practised according to the specifications requested by the Client concerning, in particular, the terms and conditions and delivery periods, or the periods and conditions of payment. In this case, a special commercial offer shall be sent to the Client by Jenoptik Industrial Metrology. If the Client demands a change in relation to normal standards or to an instruction previously given to Jenoptik Industrial Metrology regarding the design, plan or any other specification, he shall be responsible for any expenses resulting from this change and may be invoiced for them by Jenoptik Industrial Metrology.

4° Jenoptik Industrial Metrology reserves the right to amend the price or conditions of any quotations or prices if it is noted that through a typing, copying or design error, erroneous interpretation or other failure in the production of the Client of accounting, financial and legal documents and, if the need arises, guarantees.

5° In the case of an event occurring outside of the Provider's control which compromises the stability of the contract, the Provider shall be able to revise its prices in accordance with the terms and conditions that shall necessarily be predetermined by the parties in the special conditions (in particular in the event of changes in the prices of raw materials, customs duties, exchange rates or developments in legislation). Any amendment of the contract by the Client may entail the revision of agreed prices.

#### V - 2. Price revisions

In the case of an event occurring outside of the Provider's control which compromises the stability of the contract, the Provider shall be able to revise its prices in accordance with the terms and conditions that shall necessarily be predetermined by the parties in the special conditions (in particular in the event of changes in the prices of raw materials, customs duties, exchange rates or developments in legislation). Any amendment of the contract by the Client may entail the revision of agreed prices.

#### V - 3. Conditions regarding opening of an account

Any opening of an account may give rise to the payment of a downpayment or payment in cash of the order. The Provider reserves the option of subjecting the opening of an account to the production by the Client of accounting, financial and legal documents and, if the need arises, guarantees.

### VI - PAYMENT

#### VI - 1. Payment dates

In accordance with Article L. 441-6 of the Commercial Code, the date agreed between the parties to pay the due amounts may not exceed forty-five days from the end of the month or sixty days with effect from the date the invoice is issued.

Payments shall take place, unless specifically and expressly agreed, at the latest within 30 days following the date the invoice is issued. Any clause or request intended to fix or obtain payment dates extending beyond this period of 30 days or an agreed period may be considered as improper within the meaning of article L.442-6-17° of the Commercial Code. Payment dates contractually agreed may not be reconsidered unilaterally by the Client under any pretext whatsoever, including in the event of a lawsuit.

Early payments shall be made without any discount unless specifically agreed. In the event of payment by bank draft, acceptance should be given within seven days of it being sent, which is the customary period in accordance with the provisions of article L511-15 of the Commercial Code.

#### VI - 2. Late payment

In accordance with Article L. 441-6, I, para. 12 of the Commercial Code, any delay in payment from the Client shall give rise to: - to the application of interest on late payments equal to the latest refinancing rate of the Central European Bank, increased by ten points; in such case, the applicable rate during the first semester of the year concerned is the rate in effect as of 1 January of the year in question; for the second semester of the year concerned, it is the rate in effect as of 1 July of the year in question;

- to the application by law of a fixed indemnity of 40 euros for each late payment, if the collection expenses exceed this fixed indemnity. Jenoptik Industrial Metrology may also require an additional indemnity, upon justification. Remittance by commercial paper does not involve novation. As a result, the original debt remains with all the guarantees attached (including title retention) until the said commercial paper has been effectively paid.

#### VI - 3. Change in the Client's situation

In the event of the deterioration of the Client's situation observed from financial information and/or confirmed by late payment, or when his financial situation differs appreciably from the data available, delivery shall only take place in exchange for immediate payment.

In the event of the Client selling, transferring, pledging or transferring his business as a going concern, or a significant part of its assets or materials, or in the event of a change of control by the client within the meaning of article L.233-3 of the Commercial Code, or likewise in the event of failing to comply with the payment dates or of the bank draft not having been accepted within 15 days, the Provider reserves the right, without formal notification, to proceed with the following:

- pronounce the acceleration of payment and, as a result, immediate repayment of the amounts still due, on any grounds whatsoever - suspend any deliveries or services - record, on the one hand the termination of all the contracts in progress and retain, on the other hand, down payments received and products held, until any compensation has been determined. The fact that the Provider waives one or the other of these provisions shall not preclude the title retention clause, nor the possibility of the Provider requesting, by way of penalty clause, fixed sum compensation.

In the event of total or partial non-payment by a single repayment date, the Client undertakes henceforth to privately return the delivered products which will be demanded of him by Jenoptik Industrial Metrology by a simple registered letter with acknowledgement of receipt. Failing this, a simple summary order will meet requirements. Products in stock at the time of the request for return shall be considered as corresponding to the unpaid invoices.

### VII - RETENTION OF TITLE

THE PROVIDER RETAINS OWNERSHIP OF PRODUCTS SUPPLIED UNTIL EFFECTIVE PAYMENT OF THE ENTIRE NOTIONAL PRINCIPAL SUM AND INCIDENTAL AMOUNTS. FAILURE TO PAY BY ANY OF THE DUE DATES MAY LEAD TO RECOVERY OF THE PRODUCTS. NEVERTHELESS, WITH EFFECT FROM

DELIVERY, THE CLIENT ASSUMES THE RISKS OF LOSSES OR DETERIORATION OF HIS PRODUCTS, AS WELL AS RESPONSIBILITY FOR ANY DAMAGE HE MAY CAUSE.

ANY PARTIAL PAYMENT SHALL BE ATTRIBUTED AS A PRIORITY AND *IPSO FACTO* ON THE NON-PREFERENTIAL PART OF OUR DEBT.

### VIII - DELIVERY

**VIII - 1. Delivery conditions**  
Delivery is said to be carried out as soon as the merchandise is made available and before unloading on the Provider's premises.

Risks regarding the merchandise (especially regarding loss, theft or damage) are transferred to the Client as soon as the merchandise is made available according to the aforementioned provisions and during the whole period of title retention to the benefit of the Provider.

Late delivery may not justify cancellation of the order. In the event of late delivery with respect to the date agreed between the parties: if special agreements stipulate penalties, these may not, under any circumstances, exceed 0.5% per week of delay, with a maximum accumulation of 5% of the value in the workshop or shop of the materials which are being delivered late.

A late delivery penalty may only be applied if the delay that arises is due exclusively to the Provider and if it has caused actual losses. It may not be applied if the Client has not warned the Provider in writing at the time of the order and confirmed, at the anticipated date for the delivery, of his intention to apply this penalty. The nature of these penalties is that of fixed-sum damages and discharge of obligations, as distinct from any other form of compensation. Payments for supplies may not be deferred or amended as a result of penalties.

The Provider is released, *ipso facto*, from any undertaking relating to any periods if the payment conditions have not been respected by the Client for the delivery, of his intention to apply this penalty. The Client may not refuse reception of the products in the event of partial delivery; in this case, he must pay the price corresponding to the products delivered.

#### VIII - 2. Delivery periods

Delivery periods run from the definitive acceptance date of the order by the Provider, subject to the prospective payment of a down payment. The starting point of these periods are, moreover, subject, if necessary, to reception of all the entry elements or, potentially, acceptance of the draft project necessary to the contract being implemented.

Delivery and execution periods communicated to the Client are defined depending on the schedule drawn up by the parties in the project specifications. In the event of the schedule being amended due to the Client, the Provider shall have the right to request an increment for the resulting changes and reorganisation. A new schedule shall be drawn up and the Client may not request any penalty from the Provider in the event of a delay resulting breach on his part.

#### VIII - 3. Return of standard mater

Return of standard material must be the subject of a written agreement on the part of the Provider and relate to new products in their original packaging, within the 30 days following date of delivery. Returns shall be carried out carriage and packing paid with a mention of the number of the delivery note and may be allocated an allowance determined by the Provider. Under no circumstances shall the Provider take back specific products manufactured on request or on the project specifications.

#### VIII - 4. Resale - Monitoring of exports

1° Jenoptik Industrial Metrology prohibits the Client from reselling products delivered, any pledging or transfer of ownership by way of guarantee without his express and prior authorisation. This authorisation shall be withdrawn automatically if payment is suspended.

2° In the event of Jenoptik Industrial Metrology authorising a resale, the Client undertakes to immediately pay Jenoptik Industrial Metrology the part of the price remaining due. Non-abdication to the Client of the resale right does not constitute an assignment of the contract and contractual interests specified above.

3° Products may contain technologies and software subject to regulations under USA and European Union monitoring of exports as well as to regulations of the country to which they are delivered or in which they are used. Products may not be sold, rented or transferred to users or countries subject to restrictions, or who may use them for the purposes of mass destruction or genocide.

### IX - RECEPTION - INSTALLATION

1° The Client is bound to carry out legal reception of products by which he acknowledges compliance to the contract within twenty-four (24) hours following delivery or, if this date fall on a holiday, the following working day. Reception constitutes acknowledgement of the absence of apparent defects. This reception must be formalised in writing.

Failing justified complaint within the aforementioned date, products are said to be accepted by the Purchaser in an irrevocable manner. In the event of damage, despoliation or partial loss or delay due to the carrier, it is up to the Client to make known, in a justified manner, his reservations in writing on the bill of lading or delivery note, as well as keeping any means of proof (packing, copy of the document stating the reservations, or by noting the necessary information) and then inform Jenoptik Industrial Metrology immediately.

It is also up to the Client, if he is not to lose any recourse, to take every measure to protect his rights and the rights of Jenoptik Industrial Metrology with respect to the carrier (article L. 133-3 of the Commercial Code) by confirming these reservations to the carrier by registered letter with acknowledgement of receipt within three days of reception, and by sending a copy to Jenoptik Industrial Metrology. The Client shall be responsible to Jenoptik Industrial Metrology for its shortcomings.

In all cases, the nature and extent of monitoring, trials and reception procedures must be specified in the contract. Failing reception in the presence of both parties, reception shall be deemed as established in the event that: - the Provider has satisfied its principal contractual obligations, even with attendant minor reservations - the Client has used the products which are the subject of the contract.

2° Unless agreements to the contrary concluded in writing with Jenoptik Industrial Metrology, the Client is responsible for the installation of machines by his own means and under his responsibility. In the event of a request formulated by the Client for installation services by Jenoptik Industrial Metrology, these services shall be the subject of a separate quotation and shall be invoiced as such. If the Client undertakes to install the machines by his own means, application of the guarantee mentioned below shall be subjected to the definitive approval of the installation by a representative of Jenoptik Industrial Metrology.

#### X - FORCE MAJEURE

None of the parties may be held responsible for delays or failure to execute one of its obligations for which it is responsible by way of the contract if this delay or failure is the direct or indirect effect of a case of force majeure, understood in a larger sense than French case law, such as: - occurrence of a natural catastrophe - earthquake, storm, fire, flood, etc. - armed conflict, war, attacks - labour dispute, total or partial strike at the Provider's or Client's premises

- labour dispute, total or partial strike at the premises of providers, service providers, carriers, postal services, public services, etc.

- mandatory injunction by the Authorities (ban on imports, an embargo, etc.)

- operational accidents, breaking of machines, explosion - providers' shortcomings

Each party shall notify the other party as soon as possible and by registered post with acknowledgement of receipt of the occurrence of a case of force majeure of which it is aware and which, in its eyes, is liable to affect the execution of the contract.

### XI - CONTRACTUAL GUARANTEE

The guarantee consists exclusively of repairs in our workshops or replacing faulty parts due to a manufacturing or material fault, after this fault has been recorded or acknowledged by the Provider. The contractual guarantee is only valid for delivery within Metropolitan France.

No compensation may be claimed for any reason whatsoever, such as labour required for dismantling or reassembly, immobilisation or operation, transport, accommodation and travelling expenses, accidents involving people or incidents which may arise. The Provider undertakes to guarantee its products for a maximum period of 12 months with effect from the date of delivery. Guarantee covers the Provider's original brand products or those marketed by him.

The guarantee is excluded from the following:

- worn parts
- use of products other than the original products or materials originating from another provider
- the intervention, refurbishment or adjustment by the Client or a third party without prior agreement by the Provider
- any negligence, lack of supervision, incorrect mounting, use which does not comply with the technical characteristics stipulated by the Provider or a storage fault due to the Client

Any guarantee is also excluded in the event of non-payment by the Client and he may not benefit from this to suspend or defer payments.

Under no circumstances may the changing of a part within a complete set extend the guarantee periods of this complete set. In order to invoke the guarantee, the Client must advise the Provider in writing and within 48 hours at the latest with effect from the arising of any faults which he attributes to the materials and provide any proof as to their existence.

Outside of the guarantee period, the provision of spare parts is not mandatory. If the Client wishes spare parts to be available during a period outside that of the guarantee period, the parties must expressly determine the terms and conditions in the contract.

### XII - RESPONSIBILITY

**Definition of the Provider's responsibility:**  
The Provider's responsibility is strictly limited, on the one hand, to respecting the Client's specifications stipulated in the project specifications or the order accepted by the Provider and, on the other hand, to his good trade practices.

**Limits of the Provider's responsibility:**

The Provider's responsibility is limited to direct material damages caused to the Client which result in faults exclusively attributable to the Provider in the execution of the contract. The Provider is not bound to repair the harmful consequences of the Client's faults or those of third parties relating to the execution of the contract, or damage arising from use by the Client, technical documents, information or data emanating from the Client or imposed by the latter. Under no circumstance shall the Provider be bound to compensate for direct and/or indirect consequential losses such as operational losses, loss of profits, commercial loss, etc. In any event, the Provider's legal liability, with the exception of physical injury, fraud or gross negligence, may not exceed the amount, net of tax, of sums received by way of this contract.

#### Exclusion from responsibility

The Provider's responsibility is excluded from the following: - faults arising from the design drawn up by the Client - faults arising from materials provided by the Client - damage arising from the use of products other than the original products, or from materials originating from another provider - the intervention, refurbishment or adjustment by the Client or a third party without prior agreement by the Provider - any negligence, lack of supervision, incorrect mounting, use which does not comply with the technical characteristics stipulated by the Provider or a storage fault due to the Client. The Client must ensure periodically, by appropriate comparative methods, of the compliance of his measuring systems. Failing this, the Provider's responsibility may not be incurred.

### XIII - COMPETENT JURISDICTION

Falling an amicable settlement by express agreement, the CAEN Commercial Court is the sole competent jurisdiction to hear any lawsuit relative to the interpretation or execution of the contract, even in the event of a third-party complaint or multiple defendants or stipulations regarding place of payment or delivery.

Only French law governs the contract.

Any document must be drawn up in the French language. In the event of differences in interpretation between a text in French and a text in a foreign language, the French text shall prevail.

### XIV - NON-ASSIGNABILITY

The Client undertakes not to assign his rights or obligations by virtue of a contract concluded pursuant to the present Terms and Conditions of Sale without the written and prior agreement of Jenoptik Industrial Metrology.

### XV - ACCEPTANCE

The present Terms and Conditions of Sale, as well as the prices and tables concerning the attached allowances, rebates and discounts are expressly agreed and accepted by the Client who declares and acknowledges having perfect knowledge of them and waives, by this fact, his use of any adversarial document and, in particular, his own general purchasing conditions.