

## e2v General Terms and Conditions of Sale

- 1. General**
  - a. The sale or provision of all goods and any related services ("Products") by an e2v Group company ("e2v") (the specific company will be designated on the Quotation) to the Customer shall be subject to these terms and conditions and the written quotation ("Quotation") (together these terms and conditions and the Quotation form the "Contract") all of which shall prevail over and apply in precedence to any other document, term or condition. These terms and conditions form a part of all Quotations for Products issued by e2v, and Customer's issuance of a Contract is expressly limited to acceptance of these terms and conditions; any other additional or differing terms and conditions proposed by the Customer in any Contract issued for Products or other contractual vehicle issued by Customer shall be deemed proposals for modification of these terms and conditions, but shall be deemed objected to and of no effect unless expressly agreed-to in writing by an authorized representative of e2v. No Contract shall come into existence unless and until a written acknowledgement of order is issued by e2v. Where there is conflict between any provisions of these terms and conditions and a Quotation, the provisions in the Quotation shall prevail.
  - b. Products are only available and prices are only valid as stated in a Quotation. Unless otherwise stated, a Quotation is valid for 30 (thirty) days from the date of the Quotation unless it is withdrawn or extended in writing; notwithstanding the foregoing, e2v shall have the right, at any time, to increase the price of any Product with respect to which e2v's cost of raw materials and purchased components included in the Product increases by 5% or more. Any such price increase shall become effective upon written notice to the Customer accompanied by a certificate from e2v confirming that such costs have increased by 5% or more.
  - c. In the event that the Customer requests amendments to the description of Products in the Quotation issued by e2v, such requested amendments shall only be accepted if e2v, in e2v's sole discretion, provides the Customer an order acknowledgement endorsed "Amended". The quantity, quality and description of the Products shall be as set out in the Quotation or Amended Quotation, if any, issued by e2v.
  - d. If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
  - e. No waiver by e2v of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 2. Payment**
  - a. Payment shall be in the currency specified in the Quotation and, unless otherwise agreed, shall be due and payable in full in cleared funds within 30 (thirty) days of the date of the invoice. The invoice shall be sent on the date of delivery of the Products (or, if the Products are services, upon commencement of those services), or, if e2v is unable by reason of instructions or lack of instructions from the Customer to deliver the Products, e2v shall invoice the Customer upon the intended date of delivery. Upon subsequent delivery of the delayed Products, e2v shall invoice the Customer for storage in accordance with Clause 3c.
  - b. If e2v at any time determines, in its sole and absolute discretion, that the Customer is not financially sound or responsible or may be unable to pay, in full and in a timely manner, all amounts due to e2v, e2v shall have the right to require payment in full, in cleared funds, before delivery of any Product, without liability to e2v and without prejudice to any other rights e2v may have.
  - c. In the event the Customer orders quantities of Products with associated price breaks and fails to take these quantities within the agreed timescales for delivery then e2v reserves the right to amend the prices according to the actual quantity of Products delivered to the Customer.
  - d. The Customer is not entitled to withhold, set off or counterclaim any sums due under invoices received from e2v.
  - e. The Customer must raise any dispute relating to an invoice within 15 (fifteen) days of the date of invoice. If the Customer's dispute is held valid, e2v shall credit the Customer the disputed amount.
  - f. If the Customer fails to pay any sum due to e2v by its due date, the Customer shall pay to e2v, in addition to such sum or sums due, interest thereon at the prevailing Statutory rate for interest on late payment, calculated on a daily basis together with any additional costs and expenses incurred by e2v and e2v may at its sole discretion and without liability postpone delivery or cancel all or part of the Contract or any other contract between the Customer and e2v without prejudice to any other right or remedy which e2v may have against the Customer in respect of such default. Where in accordance with Clause 17 below, the Contract is governed by French law, the Statutory interest rate shall be understood as the main refinancing rate of the European Central Bank increased by 10%, and interest shall be payable automatically, without request by e2v. The Customer shall indemnify e2v against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred by e2v in recovering sums due from the Customer or exercising its rights pursuant to Clause 5a.
  - g. All payments due under the Contract are expressed free of all taxes, duties and charges of whatsoever nature. In the event any such taxes, duties and charges are levied on e2v the price of the Products shall be increased by an amount equivalent to such taxes, duties and charges.
  - h. Time of payment shall be of the essence of any Contract.
  - i. If payments received from the Customer are not stated to a particular invoice e2v may apply such payments to any outstanding invoice.
- 3. Delivery and Transfer of Risk of Loss**
  - a. The times, places and terms of delivery are as specified in the Quotation. Delivery shall be EXWorks e2v site Incoterms 2010, unless otherwise specified. Quoted delivery times shall be regarded as estimates and time is not of the essence in relation to them. e2v may ship and deliver the Products in instalments and no partial shipment or delivery shall constitute a breach by e2v. Risk against loss or damage to all or any of the Products shall transfer from e2v to the Customer upon delivery in accordance with the specified Incoterm.
  - b. Delivery will be subject to receipt by e2v of any necessary export licences, documentation or requirements. In the event these cannot be obtained by e2v, e2v will be entitled to terminate the order with immediate effect without any liability.
  - c. If the Customer fails to take delivery of the Products or any part thereof on the due date or fails to provide instructions or documents required to enable the Products to be delivered on the due date, e2v may, on giving written notice to the Customer, store or arrange for the storage of the Products, and on the service of such notice: (i) risk in the Products shall pass to the Customer; (ii) the delivery of the Products shall be deemed to have taken place; and (iii) the Customer shall pay to e2v all costs and expenses including storage and insurance charges arising from its failure.
- 4. Inspection and Acceptance**
  - a. The Customer shall inspect the Products upon delivery and may reject any Products that do not conform to the Contract, provided written notification of such rejection is submitted to e2v, within 15 (fifteen) days of delivery. Products not notified as rejected within 15 (fifteen) days of delivery will be deemed to be accepted.
- 5. Transfer of Title**
  - a. Title in Products will transfer from e2v to the Customer only upon receipt by e2v of payment in full in cleared funds for the Products. e2v will be entitled to recover payment of the Products notwithstanding that title in any of the Products has not passed from e2v.
  - b. Until such time as the title in the Products passes to the Customer: (i) the Customer must not destroy, deface or obscure any identifying mark or packaging on or relating to the Products and must maintain the Products in a satisfactory condition insured for the benefit of e2v for their full price against all risks; and (ii) e2v may, without prejudice to any other rights or remedies available to it, repossess any or all of the Products. For the purpose of so taking possession, the Customer hereby grants e2v irrevocable authority without notice to enter the Customer's premises for the purpose of collecting and removing the Products.
- 6. Warranty**
  - a. e2v warrants the Products in accordance with the conditions of e2v Standard Warranty Leaflet (ref no. 11555A). All other warranties are excluded to the extent permitted by law.
  - b. The Customer warrants that it will be responsible for (and will finance the costs of) the collection, treatment, recovery and environmentally sound disposal of all product waste at its end-of-life for any product supplied by e2v, in accordance with all applicable legislation.
- 7. Limitation of Liability**
  - a. Subject to Clause 7(c), e2v shall not be liable to the Customer by reason of any breach of contract or of statutory duty or by reason of tort (including, but not limited to, negligence of any degree) for any loss of profit, loss of revenue, loss of use, loss of production or opportunity, loss of contracts or for any financial or economic loss or for any consequential, incidental or indirect loss, howsoever arising, that may be suffered by the Customer or by any third party.
  - b. Subject to Clause 7(c), in no event shall e2v's total liability under or in connection with the Contract exceed 15% of the Contract price, in full and final settlement of all Customer claims arising hereunder, and the Customer and e2v expressly agree that this limitation is an adequate remedy in any such case.
  - c. No provision of the Contract shall limit or exclude the liability of e2v for death or personal injury caused by negligence, for any matter which it would be illegal for e2v to exclude or to attempt to exclude its liability or for its fraudulent misrepresentation.
- 8. Modifications**
  - a. e2v reserves the right, without notice to or consent by the Customer, to make minor modifications to Product specifications, design or materials as e2v deems necessary. No alteration or modification to a Product which affects the price to be paid or time of delivery shall be made without the prior agreement of the Customer, which shall not be unreasonably withheld.
- 9. Assignment**
  - a. The Customer shall not, without e2v's prior written consent, assign or pass any of its rights or obligations under the Contract to any other person or company, including whether in connection with any change of control, the sale, transfer, merger, assignment or other reorganization affecting Customer to any degree or all (or substantially all) of Customer's assets or capital stock, whether by way of merger, sale, consolidation, or otherwise. Any attempted assignment in violation of this provision shall be void, and shall be considered as a breach of Contract by Customer subject to the provisions of Clause 14a. e2v may assign any of its rights and obligations under the Contract.
- 10. Force Majeure and Extension of Time**
  - a. e2v shall not be liable for any failure to perform its obligations that are due to any circumstances beyond its reasonable control ("Force Majeure Event") including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or any inability to obtain any necessary import or export licences or other consents of any government. If any Force Majeure Event occurs e2v shall automatically be entitled to an extension of time for such period as is necessary to perform its obligations under the Contract and the Customer shall have no claims whatever against e2v in respect of such delay in performance.
- 11. Confidential Information**
  - a. The Customer agrees that it has not provided e2v with any confidential information and that e2v has no confidentiality obligation to the Customer. No obligations of confidentiality will be accepted by e2v other than in pursuance of a formal written agreement.
  - b. The Customer shall keep confidential all confidential information provided to the Customer by e2v.
- 12. Intellectual Property**
  - a. All intellectual property rights (including patent and design rights) relating to Products or parts thereof supplied by e2v shall remain e2v's absolute property. The Customer shall not reproduce or disclose e2v's designs, drawings, specifications or information to any third party or copy or reverse engineer (or cause or enable any third party to copy or reverse engineer) any of the Products.
- 13. Indemnity**
  - a. e2v will indemnify the Customer against any claim by third parties that the ordinary use or sale of the Products or part thereof supplied by e2v to the Customer infringes the intellectual property rights of the third party, and against all reasonable costs and damages which the Customer incurs in any resultant action, provided always that this indemnity shall not apply to any infringement: (i) which is due to e2v having followed a design or instruction furnished or given by the Customer, or to the use of the Products or part thereof in a manner or for a purpose or in a country not specified or disclosed to e2v, or (ii) which is due to the use of the Products or parts thereof together with or in combination with any other article, material or apparatus, or (iii) where e2v procures for the Customer the right to continue to use the Products or parts thereof or e2v has modified or replaced the Products or parts thereof.
  - b. The indemnity in Clause 13a is conditional upon: (i) the Customer giving to e2v the earliest possible notice in writing of any claim being made or action being threatened or brought against the Customer; (ii) the Customer permitting e2v at its own expense to conduct any litigation that may ensue and/or all negotiations for a settlement of a claim; and (iii) the Customer not making any admission which is or may be prejudicial to e2v.
  - c. The indemnity in Clause 13a is given in lieu of any or all liabilities which e2v might otherwise have in relation to any infringement or alleged infringement of any patent or other right.
  - d. The Customer shall indemnify e2v regarding the use of designs or instructions furnished by the Customer to the same extent as e2v's indemnity in Clause 13a above.
- 14. Termination**
  - a. For cause: If (i) the Customer commits any breach of its obligations; or makes any arrangement with its creditors or any other arrangement or situation which has a like effect including without limitation a change of company control, commits any act of bankruptcy or becomes insolvent; or (ii) e2v has reasonable grounds to suspect the Customer has violated any applicable law or regulation, including, but not limited to the UK Bribery Act; then in e2v's sole discretion it may, without any liability, terminate, cancel or suspend its performance of the Contract or any other contract between the Customer and e2v immediately, or postpone delivery of all or any part of the Products or all or any part of any other order placed by the Customer with e2v. e2v also may terminate the Contract, upon written notice to the Customer, if e2v suffers any Force Majeure Event. In the event of a termination, it shall be treated as a Customer termination for convenience and the parties shall proceed in accordance with Clause 14c, except that e2v shall retain any and all additional rights and remedies available under the Contract and at law which may include indemnification for liabilities incurred by e2v arising from the Customer's act or omission.
  - b. For e2v's Convenience: e2v may terminate any Contract on giving 90 (ninety) day's notice to the Customer, and Customer shall remain liable for payment of: (i) the Contract price for all Product delivered to Customer prior to such termination and the actual cost incurred by e2v, plus a mark-up of 12 percent (12%) of such cost, for partially completed Products and associated work-in-process which, upon payment, shall be delivered to Customer.
  - c. For Customer's Convenience: The Customer may cancel or terminate the Contract only with the prior written consent of e2v and only upon such terms as e2v, in its sole and absolute discretion, may agree. In the event of termination within 30 (thirty) days prior to the acknowledged delivery date the Customer will be liable to e2v for the full Contract value terminated. In the event of termination outside one month but within 60 (sixty) days prior to the acknowledged delivery date the Customer's liability will be the higher of, (i) the costs incurred by e2v, including those incurred as a result of the termination, or (ii) 50% of the Contract price for the terminated Products. In the event of termination outside 60 (sixty) days prior to the acknowledged delivery date the Customer will be liable for all the costs incurred by e2v as a result of the termination, including the work in process for all Products not previously accepted by Customer (Customer shall remain liable for the full Contract price of all Product delivered prior to Termination).
  - d. For e2v default: e2v shall be liable for the Customer's reasonable and demonstrable excess reprourement costs up to the maximum liability detailed in Clause 7b for the terminated portion of the Contract, in full and final settlement of all claims arising hereunder. All other remedies by law are hereby expressly excluded.
  - e. e2v may exercise any of the rights herein without any liability and without prejudice to any other right or remedy to which e2v may be entitled by operation of law or otherwise, including without limitation the right to recover e2v's costs with respect to work in progress and incidental costs. In addition, if any Force Majeure Event occurs and e2v terminates the Contract, e2v shall be entitled to retain any deposit or other amount paid by the Customer as of the date on which notice of such termination is provided, it being the express intent of e2v and the Customer that the Customer shall bear the risk of loss of its deposit or other amounts paid to e2v prior to delivery as a result of any Force Majeure Event.
- 15. Amendments**
  - a. All changes, modifications and amendments to the Contract must be agreed by the parties in writing. In the event that Customer representatives provide any direction, guidance or advice of any nature that e2v deems to constitute a change to the requirements of the Contract, e2v shall notify the Customer and a written modification shall be made to the Contract prior to e2v having any obligation to proceed.
- 16. Interpretation**
  - a. In the event of a conflict between the English version of these terms and conditions and any other language version, the English version shall prevail.
- 17. Law and Jurisdiction:**

The Contract shall in all respects be governed and construed in accordance with the following laws:

  - a. When concluded with e2v group companies in California - the laws of that state, excluding its conflicts of laws provisions. Any unresolved disputes shall be finally settled under the international arbitration rules of the American Arbitration Association. The seat of arbitration shall be Santa Clara, California, USA.
  - b. When concluded with e2v group companies in all other states of the USA and Canada - the laws of the State of New York, USA, excluding its conflicts of laws provisions. Any unresolved disputes shall be finally settled under the international arbitration rules of the American Arbitration Association. The seat of arbitration shall be New York, New York, USA.
  - c. When concluded with e2v group companies in France - the Laws of France and subject to the exclusive jurisdiction of the French courts unless it is otherwise agreed between the parties that any unresolved disputes between them shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The seat of arbitration shall be Paris, France.
  - d. When concluded with all other e2v group companies - the laws of England and Wales and subject to the exclusive jurisdiction of the English courts unless it is otherwise agreed between the parties that any unresolved disputes between them shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The seat of arbitration shall be London, England.