



TERMS AND CONDITIONS

- 1. Warranties:** LaCroix Precision Optics, Inc. ("LaCroix") warrants all products and services to meet only the specifications contained in the written quotation supplied and as set forth in the Statement of Work. OTHER THAN THIS WARRANTY STATED HEREIN, NO OTHER WARRANTY EXPRESSED OR IMPLIED IS GIVEN. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED AND EXCLUDED. Customer's exclusive remedy for any claim of breach of this warranty is set forth in paragraph 8, below. Damages for liability of LaCroix for breach of warranty, breach of contract, negligence, product liability, strict liability or any other theory of liability related in any way to the products or services provided by LaCroix is limited to and shall not exceed customer's purchase price of the materials, services and workmanship set forth in the written quotation and Statement of Work. Under no circumstances shall LaCroix be liable to customer for any other loss or damages, including loss of profit, processing cost, or any incidental or consequential damage of any kind.
- 2. Tool Charges:** if any, are specific to the unique optical component being purchased. Changes or modifications to the optical component after written quotation/Statement of Work may result in additional tooling charges. Tools will be kept at LaCroix for a period not to exceed 3 years from the date of last order. Since the original charges include only a portion of the total cost of the tools, the title to, and ownership and possession of, all tools will belong to LaCroix.
- 3. Deliveries:** Commercially reasonable efforts will be made to complete orders by the specified date, subject to strikes, fires, accidents, delay in route, inability to procure necessary government licenses or approvals, force majeure, or other causes beyond our control. If such an event occurs, the customer will be notified in a timely manner of such delay, and LaCroix shall have no liability for such delay.
- 4. Customer Material:** Commercially reasonable efforts will be made to handle customer's material with the greatest possible care; however, all such handling is done at the customer's risk and the liability of LaCroix is limited as specified in paragraph 1.
- 5. Cancellation:** Orders in process may not be cancelled (or deferred) without written consent of LaCroix, subject to any necessary cancellation charges to cover all expenses incurred by LaCroix prior to any agreed cancellation date.
- 6. Claims:** LaCroix reserves the right not to accept for credit or replacement in accordance with paragraph 8 any product damaged or otherwise altered by further processing or assembly after delivery. LaCroix is not responsible for performance of optics supplied which conform to customers' design or specifications set forth in the written quotations/Statements of Work. Should such designs or specifications be alleged to infringe upon any patent, copyright, or other intellectual or property rights, buyer specifically agrees to defend, indemnify and hold harmless, LaCroix from any and all lawsuits, damages, claims, fines, penalties and expenses, including reasonable attorney's fees, incurred by LaCroix by reason of such allegations or actual infringement. Further, customer agrees to defend, indemnify and hold harmless LaCroix from any and all lawsuits, damages, claims, fines, penalties, charges and expenses, including reasonable attorney's fees, incurred by LaCroix as a result of any claim by any person or entity that any product or service provided by LaCroix to customer caused or contributed to injury, harm, damage or loss of any kind.



- 7. Export Controls:** Customer acknowledges that the products are subject to regulation by United States government agencies, which prohibit export, reexport, retransfer or diversion of the products, information about the products, and derivatives of the products to certain countries, certain persons, and for certain end uses (collectively, “U.S. Export Control Laws”). By accepting delivery of the products, customer represents, warrants and agrees that it shall abide by, be bound by, and strictly comply with all U.S. Export Control Laws as currently in effect and promulgated from time to time thereafter. LaCroix reserves the right to immediately terminate the arrangement with customers (without liability of any kind to LaCroix) if, in the opinion of LaCroix or LaCroix’s counsel, any action taken by or threatened to be taken by customer constitutes or would if taken constitute a violation of U.S. Export Control Laws or may subject LaCroix to legal liability or loss of benefits under such law. Customer shall cooperate fully with LaCroix in responding to any U.S. governmental inquiry regarding customer’s use or disposition of the products, services, or derivatives thereof.
- 8. Rejected Material:** In case the customer believes there has been a breach of the exclusive warranty of paragraph 1 and that a product is not manufactured to the agreed specifications contained in the written quotations/Statement of Work, or any service has not been provided in accordance with the agreed specifications contained in the written quotations/Statement of Work, LaCroix must receive written notification within 90 days of the date of delivery of such product or service to the customer, and customer shall provide a detailed description of any claimed defect or deficiency. Upon notification, LaCroix will investigate the claim of the customer and, if determined to be valid, LaCroix will, in its discretion, remedy or replace any defect or breach at its cost and will advise the customer of the best procedure for remedying or replacing the parts or revising the service. If such customer notification is not received within 90 days of delivery, customer agrees that the product or service will be conclusively deemed accepted and to have been delivered in full compliance with all specifications contained in the written quotation/Statement of Work as warranted and no additional remedies will be available to customer.
- 9. Quantities:** Variation in quantities shipped not exceeding 5% more or less than the quantities ordered shall constitute compliance with the contract unless otherwise noted on the face of the quotation/Statement of Work. The total contract price will be adjusted to reflect the quantity delivered.
- 10. Quotations:** A quotation/Statement of Work is valid for 60 days from the date issued, unless a different time span is requested in writing and accepted in writing by LaCroix. The date of delivery is subject to change without penalty or liability due to material availability and shop load at the time the order is placed. Quotation/Statement of Work is subject to revision if not accepted within 60 days of the date issued. Typographical errors are subject to correction.
- 11. Attorney’s Fees / Applicable Law:** If LaCroix takes action (by itself or through its representatives) to enforce any provisions of these Terms and Conditions, including collection of damages or enforcement of any amounts or obligations due hereunder, or for payment of unpaid invoices, LaCroix shall be entitled to recover from customer and customer agrees to pay, in addition to all sums to which LaCroix is entitled or any other relief, at law or in equity, reasonable attorney’s fees incurred and any costs of any litigation. The purchase of any product, the provision of any services, the written quotations, and these Terms and Conditions shall be governed by Arkansas law, and any lawsuit related to any dispute regarding such shall be brought exclusively in the venue of the state or federal courts of Arkansas.



- 12. Rights to Sell to Third Party:** Nothing herein or in any written quotations/Statements of Work shall restrict, limit or prevent LaCroix from contracting to provide products or services to any potential customer or user of the service and products provided by LaCroix, including, but not limited to, any party to which any of our customers also provide goods, products or services.
- 13. Alterations (Optical Design):** The customer agrees that changes required over and above the contracted work set forth in the written quotations/Statement of Work, or in addition to the agreed scope, or changes required to be carried out after acceptance of the design, may be subject to renegotiation of the quoted change or rebid to the original quote. Additional scope and its associated cost must be agreed upon between LaCroix and the customer in writing before commencing the additional work.
- 14. Exclusive Terms:** All written quotations/Statements of Work offered are expressly conditioned upon customer's acceptance of these Terms and Conditions. In the event any purchase order or other customer acceptance of any quotation contains terms or conditions that are additional to or in conflict with the written quotations or these Terms and Conditions, then customer's additional or conflicting terms or conditions are rejected, void, and not binding upon LaCroix.