



## TERMS AND CONDITIONS

1. **Warranties:** LaCroix Precision Optics are warranted to meet the specifications contained in the written quotations. OTHER THAN THE WARRANTY CONTAINED HEREIN, NO OTHER WARRANTY EXPRESSED OR IMPLIED IS GIVEN. In no case shall LaCroix Precision Optics liability exceed the price of the materials and workmanship contained in the written quotations. Under no circumstances shall LaCroix Precision Optics be liable for loss of profit, processing cost, or other consequential damages.
2. **Tool Charges,** if any, are specific to the unique optical component being purchased. Changes or modifications to the optical component may result in additional tooling charges. Tools will be kept at LaCroix Precision Optics for a period not to exceed 3 years from the date of last order. Since the original charges include only a portion of their total cost, title and possession of the tools will be retained by LaCroix Precision Optics.
3. **Deliveries:** Every reasonable effort will be made to complete orders within the time promised, subject to strikes, fires, accidents, delay in route, inability to procure necessary government licenses or approvals, or other causes beyond our control. If such an event occurs, the customer will be notified in a timely manner of such delay.
4. **Customer Material:** Every reasonable effort 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 LaCroix Precision Optics liability is limited to the value added.
5. **Cancellation:** Orders in process may not be cancelled (or deferred) without written consent of LaCroix Precision Optics, subject to any necessary cancellation charges to cover all expenses incurred by LaCroix Precision Optics prior to any agreed cancellation date.
6. **Claims:** LaCroix Precision Optics reserves the right not to accept for credit or replacement, any parts damaged or otherwise changed by further processing or assembly. We cannot be responsible for performance of optics, which conform properly to customers design or specifications. Should such designs or specifications be an infringement of any letters of patent, buyer will defend and save harmless, LaCroix Precision Optics from any and all damages, claims, charges or expenses, including reasonable attorney's fees, incurred by LaCroix Precision Optics by reason of such infringement.
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 Precision Optics reserves the right to immediately terminate the arrangement with



customers (without liability of any kind to LaCroix Precision Optics) if, in the opinion of LaCroix Precision Optics or LaCroix Precision Optics 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 Precision Optics to legal liability or loss of benefits under such law. Customer shall cooperate fully with LaCroix Precision Optics in responding to any U.S. governmental inquiry regarding customer's use or disposition of the products or derivatives of the products.

8. **Rejected Material:** In case the customer believes that a part is not made to the agreed specifications contained in the written quotations, LaCroix Precision Optics must receive written notification within 90 days of the delivery of such part to the customer providing a detailed description of any claimed defect. Upon notification, LaCroix Precision Optics will investigate the claim of the customer and, if valid, will advise the customer of the best procedure for replacing the parts.
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. The total contract price will be adjusted to reflect the quantity delivered.
10. **Quotations:** Quotations are in effect for 60 days from the date of the written quotation, unless a different time span is requested in writing and accepted by LaCroix Precision Optics. The date of delivery is subject to change due to material availability and shop load at the time the order is placed. Quotations are subject to revision if not accepted within 60 days of the date of the written quotation. Typographical errors are subject to correction.
11. **Attorney's Fees:** If LaCroix Precision Optics takes action (by itself or through its representatives) to enforce any provisions of these Terms and Conditions, including collection of damages or any amounts due hereunder, LaCroix Precision Optics shall be entitled to recover from you, (the customer) and you agree to pay, in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any costs of any litigation.
12. **Rights to Sell to Third Party:** Nothing herein or in any written quotations shall restrict, limit or prevent LaCroix Precision Optics from contracting to provide products or services to any possible customer or users of the service and products provided by LaCroix Precision Optics, including, but not limited to, any party to which any of our customers also provide goods, products or services.