



## **NEW IMAGING TECHNOLOGIES GENERAL TERMS AND CONDITIONS**

**Last Revision : January 04th, 2016**

### **1. Scope and Applicability**

NEW IMAGING TECHNOLOGIES SADIR, French Reg. No. 494 135 841 RCS EVRY ("NIT") is engaged in research, development, manufacture and sale of Imaging CMOS sensors and associated equipments. Unless otherwise expressly agreed in writing, these General Terms ("Terms") shall apply between NIT and its customers ("Customer(s)") with respect to Products sold and Services performed.

### **2. Delivery of Products**

The time of delivery is specified in an "order acknowledgment" sent to Customer after receipt of a purchase order and clarification of all technical and commercial points. Unless otherwise agreed, products are delivered Ex-Works from NIT's premises (INCOTERMS 2010) and the related consequences shall apply even when NIT accepts to arrange transportation on Customer's behalf.

Title and risk of loss pass to Customer upon delivery of the Products to the carrier. NIT's delivery dates are estimates only and subject to timely receipt of supplies by NIT.

NIT is not liable for any delay in delivery or failure to perform all or any part of its obligations if such delay or failure shall be due to act of god, strikes, blackout, labour disturbances, statute order or any regulation of any government, public local authority, delays or defaults of suppliers and subcontractors and without prejudice to the generality of the foregoing any other causes beyond the reasonable control of NIT.

In any case, the Customer shall be bound to accept delivery and to pay the equipment or services in full provided that delivery shall be tendered at any time within 6 months of the proposed delivery date. NIT reserves the right to make partial deliveries and Customer will accept delivery and pay for the Products delivered. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.

### **3. Performance of R&D Services**

NIT shall ensure that ordered Services are performed conscientiously and with the optimum utilization of the expertise at NIT's disposal and its liability, particularly as to delivery time schedule and with regard to reaching the technical specifications, shall be interpreted and limited accordingly. If a budget has been agreed upon, NIT shall obtain Customer's consent before incurring costs that can reasonably be expected to exceed the total budget.

### **4. Intellectual Property Rights**

These Terms shall not constitute or imply any transfer of, or grant of license to, intellectual property rights ("IPR") held by either party or generated outside their collaboration.

NIT shall be unrestricted in its right to use IPR generated by itself during the course of manufacturing Products or performance of Services, unless NIT has accepted specific limitations in writing.

Any jointly developed IPR shall be co-owned by the parties which undertake to negotiate in good faith between them all necessary co-ownership agreement so as to grant each of them with fair and balanced obligations, rights and benefits with regard to the protection and the use of such IPR.

The purchasing or buying of NIT products do not transfer any intellectual property rights from NIT to the buyer.

### **5. Confidentiality**

Any information disclosed to Customer by NIT shall be deemed to be confidential and shall be treated and maintained as such by Customer during a minimum period of ten years. Unless otherwise agreed, NIT shall be entitled to mention the Customer's name in NIT's list of references.



## 6. Prices and Payment

All prices are exclusive of any applicable sale taxes, duty taxes, custom taxes or value added taxes as well as transportation and insurance charges. Transportation charges will be stated separately on invoices.

The prices are only valid if our offer is accepted as a whole. In case only part of the offered equipment and/or services should be ordered, we reserve the right to adjust our prices.

All payments shall be effected in Euros and before delivery, unless other specification in the quotation. In the event of delayed payment, NIT shall upon giving one week's notice be entitled to terminate all, or some, pending deliveries or Services. Simultaneously, all outstanding amounts shall fall due regardless of previously granted terms of credit. On delayed payments an interest of 1% per commenced month is accrued. In case of order cancellation from the Customer, the Customer will be charged with 60% of the Products total price in order to cover the basic expenses or even damages of NIT. Until payment as been received in full by NIT, title to the Products shall remain with NIT, and in the event of non-payment, NIT, in addition to all other rights and remedies available to it, be entitled to recover possession of the Products.

## 7. Warranty

NIT products are covered by a 12 months return to base warranty from the date of delivery. All charges for transport to and from NIT or authorized service centre site are Customer's cost. Failure to install, operate or service the equipment in accordance with the installation and operation manuals will invalidate the warranty. All other parts of the supplied systems are covered by one year return to base warranty except consumables which are expressly excluded.

NIT warrants that its Products are manufactured in accordance with good workmanship and according to NIT's internal quality and testing procedures. This Warranty is expressly made in lieu of any and all warranties, express or implied, including, without limitation, warranties of merchantability and fitness for any particular purpose.

This warranty does not cover units which have been disassembled or repaired by anyone other than NIT, nor failure due to misuse, abuse, neglect, accident, or tampering, and does not cover any customer loss or expense resulting from the unit being out of operation.

NIT does not warrant any functionality of designs, etc. furnished by the Customer. The Customer shall examine the Products upon receipt and any alleged breach of warranty shall be notified to NIT immediately. The sole liability of NIT for breach of warranty shall be the prompt repair or replacement of non-conforming products. The standard warranty expires one year after the final delivery.

## 8. Collecting, Transport, recycling and elimination of NIT products

Products supplied by NIT to its customers and/or prospects are under customer and/or prospects sole responsibility in regards to waste management and conditions of collection, transport, elimination or recycling following local legislation. Owners of NIT products commit to eliminate waste in such a manner that it is harmless to the environment and/or to human health, and in full conformity to legal rules in force in the country they are detained. This is the principle of responsibility of waste owner that applies and he must justify the final destination of waste and the selected elimination method.

For disposal, our Products can be broken down in the following waste categories:

- Metallic waste: Mechanical housing; Screws, Cables
- Packaging waste: Transportation Case
- Electrical and Electronic waste: Printed circuit boards ; Tubes; packaged or single sensors
- Unspecific wastes and mixed waste: Optic sub-assembly



## **9. Limitation of liability**

For personal injuries and damage to consumers' goods, NIT remains liable in accordance with the applicable mandatory laws.

To the extent permitted by law, neither NIT nor its employees or agents are liable for and customer is not entitled to any indirect, special, incidental or consequential damages; for example, loss of profits or revenue, loss of data, loss of use, rework, manufacturing expense, injury to reputation, or loss of customers. To the extent permitted by applicable law, Customer's recovery from NIT for any direct damages will not exceed the contractual price of the related product or service.

## **10. Disputes**

Unless the parties agree otherwise, any dispute arising out of or in connection with these Terms shall be finally settled in France, in accordance with the Rules, Laws and Procedures of FRANCE and in French language.