



NIKON METROLOGY, INC.

TERMS & CONDITIONS FOR QUOTATIONS OF SALES

1. Purchase orders issued by buyer ("Buyer") pursuant to this quotation must be in writing. All purchase orders received by Nikon Metrology Inc. ("Nikon Metrology") for products under this quotation ("Products") shall be subject to Nikon Metrology's acceptance, and Nikon Metrology reserves the right to reject any purchase order in whole or in part. No purchase order shall be deemed accepted by Nikon Metrology unless acknowledged by Nikon Metrology in writing by an authorized representative of Nikon Metrology at its Brighton, MI headquarters. Nikon Metrology reserves the right without prior notice to discontinue the sale of any Products, to change any Products and Product specifications, to allocate any Products, and to cancel any back-order. All sales of Products shall be subject to the terms and conditions contained in this quotation, and any purchase order or other business form which contains terms or conditions which are in addition to, in conflict with, or inconsistent with, the terms and conditions contained in this quotation are hereby rejected and such terms and conditions are of no force and effect.

2. Buyer's credit terms shall be established in each instance with Nikon Metrology and Nikon Metrology reserves the right to refuse to ship any orders accepted by it if at any time, in Nikon Metrology's opinion, Buyer's credit standing becomes impaired or unsatisfactory to Nikon Metrology. Payment is due in accordance with terms of any applicable progress, advance or other agreed upon payment schedule, or, if no such schedule has been established, standard payment terms are net thirty (30) days after the invoice date. Any payments made to Nikon Metrology for Products after the due date shall be deemed past due and interest will be charged to Buyer on the past due amount at the lower of a rate of one (1%) percent per month or the maximum rate allowed by law until paid in full. Nikon Metrology shall sell Products to Buyer at the prices set forth in Nikon Metrology's most current Nikon Metrology Price List for Products on the date the order was placed. The order date indicated on each invoice determines the price. Nikon Metrology reserves the right without prior notice to change prices, charges and the terms and conditions of purchase of all Products. Any tax or other charges imposed by federal, state or other government authority on the Products referred to in this quotation shall be paid by Buyer in addition to the quoted price.

3. Cancellation of a Vision product order by Buyer can only be made with Nikon Metrology's written consent and on condition of payment of Nikon Metrology's cancellation charges. It is understood by Buyer that cancellation charges are fifteen (15%) percent if cancellation request is received within thirty (30) days prior to shipping date, and twenty (20%) percent if cancellation request is received less than thirty (30) days prior to shipping date. Cancellation of the a 3D or X-Ray product order, unless otherwise agreed, Buyer may cancel all or any part of the order by written notice received by Nikon Metrology, Inc. no later than 120 days before the acknowledged shipping date, or in the case of cancellation of an order, 120 days before completion of that same order. On receipt of such cancellation notice, all work, on the order or portion thereof cancelled, will be stopped as promptly as reasonably possible. Buyer will then be invoiced for and will pay to Nikon Metrology, Inc., as liquidated damages, a cancellation charge. For completed items, the charge will be equal to the established prices. For items not completed, the charge will be equal to 120% of Nikon's costs as determined by Nikon Metrology, Inc., in accordance with Nikon's standard accounting practices, plus a charge for any packing or storage. The full cost includes burden and overhead costs incurred by Nikon Metrology, Inc. or any of Nikon's affiliates.

4.A. All shipments are Ex Works or F.O.B. Nikon Metrology facility from which Products are shipped. Freight charges are for the account of Buyer and will be added to the invoice unless otherwise stipulated by Nikon Metrology. TITLE AND RISK OF LOSS TO PRODUCTS TRANSFER TO BUYER UPON DELIVERY TO THE CARRIER. Dates of delivery are determined from the date of Nikon Metrology's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular date of delivery. Nikon Metrology shall not be liable for failure or delay in shipping Products under this quotation for any reason whatsoever. All claims for damage, carton shortage, pilferage or non-delivery must be made by Buyer to the delivering carrier as Nikon Metrology is not responsible for such claims. Upon request of the Buyer, Nikon Metrology will cooperate in presenting the claim to the carrier providing Nikon Metrology is notified (a) in the case of damage, carton shortage or pilferage, within three (3) working days after receipt of shipment and the proper claim exception has been noted on the delivery receipt; (b) in the case of damage or pilferage not readily apparent at the time of delivery, within ten (10) days after receipt of shipment and shipment is left intact until examination is made by carrier; and (c) in the case of non-delivery, in writing within ten (10) days from date of invoice.

B. Products or Parts Acceptance: (a) if Nikon Metrology, Inc. installation is not included in the purchase price, equipment shall be deemed to be accepted by Buyer upon completion of

applicable test procedures at Nikon's facility, but in any event not later than seven days following the date of shipment, unless Nikon Metrology, Inc. receives written notification or rejection, for cause, from Buyer within such seven day period. (b) If Nikon Metrology, Inc. installation is included in the purchase price, equipment shall be deemed to be accepted by Buyer upon completion of applicable test procedures at the installation site, but in any event, not later than 60 days following the date of shipment, unless Nikon Metrology, Inc. receives written notification or rejection for cause from Buyer within such 60-day period. To enable Nikon Metrology, Inc. to install the equipment and prepare for and perform the applicable test procedures in a proper and timely manner, Buyer shall not use or operate the equipment or software, other than as agreed with Nikon Metrology, Inc., during installation or test procedures, until the equipment and software have been accepted.

5. Buyer shall promptly inspect all Products upon receipt and shall notify Nikon Metrology in writing of any claims for defects within twenty (20) days after receipt. Failure of Buyer to notify Nikon Metrology in writing within said twenty (20) day period shall be deemed acceptance of such Product and a waiver by Buyer of any and all such claims.

6. All Products are sold without return privileges. If Nikon Metrology consents to return of Products, Nikon Metrology's return procedure must be followed.

7. Nikon Metrology will defend, indemnify and hold Buyer harmless from any costs or damages as a result of any action or claim brought against Buyer in any court of competent jurisdiction based on an allegation that a Product furnished by Nikon Metrology hereunder constitutes an infringement of a United States patent or copyright, provided Nikon Metrology is notified promptly in writing of such action or claim, shall have sole control of the defense or settlement of any such action or claim and shall receive the full cooperation of Buyer in its defense or settlement of any such action or claim. This indemnification shall apply only to actual costs and damages awarded against Buyer and incorporated in a judgment by a court of last resort finding that such Product constitutes an infringement. In no event shall Nikon Metrology be responsible for any special, indirect, incidental or consequential damages of any kind whatsoever incurred by Buyer or for any costs or settlements incurred without Nikon Metrology's prior written consent. In the event a final injunction shall be obtained against Buyer's use of a Product by reason of such infringement or in the event, in Nikon Metrology's opinion, a Product is likely to become the subject of an action or claim of such infringement, Nikon Metrology will, at its option, (i) procure for Buyer the right to continue using the Product, (ii) replace or modify the Product so that it becomes non-infringing, or (iii) give Buyer a credit for the Product at an amount based on a depreciated straight line basis over the lifetime of the Product as shall be determined by Nikon Metrology. In no event shall Nikon Metrology have any other liability to Buyer as the foregoing states Nikon Metrology's entire liability for any patent or copyright infringement action or claim. THIS INDEMNIFICATION SHALL NOT APPLY TO ANY PRODUCT THAT IS MODIFIED OR ALTERED IN ANY MANNER WHATSOEVER BY BUYER.

8. A. WARRANTY STATEMENT FOR VISION PRODUCTS (NEXIV, PROFILE PROJECTORS, MEASURESOPES, MICROSCOPES, AUTOCOLLIMATOR, SHUTTLEPIX, BW, WAFER LOADER, DS CAMERA) OTHER THAN THE WARRANTIES SET FORTH IN THE WARRANTY CARD, IF ANY, THAT ACCOMPANIES PRODUCT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, NOR ANY OBLIGATION OR LIABILITY FOR INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ON THE PART OF NIKON METROLOGY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS QUOTATION, NIKON METROLOGY'S LIABILITY ON ANY CLAIM OF ANY KIND ARISING FROM OR RELATING DIRECTLY OR INDIRECTLY TO THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY PRODUCTS FURNISHED BY NIKON METROLOGY SHALL IN NO CASE EXCEED THE PRICE APPLICABLE TO THE PRODUCT OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. IN NO EVENT SHALL NIKON METROLOGY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

B. WARRANTY STATEMENT FOR 3D AND X-RAY PRODUCTS (X-RAY, CMM, OCMM, IGPS, LASAR RADAR, LASER SCANNER, MCA) ANY PRODUCT OR PART THEREOF (EXCEPT SOFTWARE COVERED BY SUBPARAGRAPH (ii) OF THIS PARAGRAPH 8B) WHICH, UNDER NORMAL OPERATING CONDITIONS IN THE PLANT OF THE BUYER THEREOF, PROVES DEFECTIVE IN MATERIAL OR WORKMANSHIP, AS DETERMINED BY NIKON'S INSPECTION, WITHIN 12 MONTHS FROM THE DATE OF SHIPMENT WILL BE REPLACED OR REPAIRED FREE OF CHARGE.

i. THIS WARRANTY IS CONTINGENT UPON THE FOLLOWING CONDITIONS: THAT NIKON METROLOGY, INC. PROMPTLY RECEIVES NOTICE OF THE DEFECT, THAT BUYER ESTABLISHES THAT THE PRODUCT HAS BEEN PROPERLY INSTALLED, MAINTAINED, AND OPERATED WITHIN THE LIMITS OF RELATED AND NORMAL USAGE AS SPECIFIED BY NIKON METROLOGY, INC., AND, UPON NIKON'S REQUEST, THE BUYER WILL RETURN TO NIKON METROLOGY, INC. THE DEFECTIVE PRODUCT OR PART THEREOF. THIS WARRANTY SHALL NOT APPLY TO ALLEGED DEFECTS IN OR DAMAGE TO THE PRODUCT RESULTING FROM IMPROPER SITE PREPARATION, MAINTENANCE OR USE.

ii. ANY COMPUTER PROGRAM, PART PROGRAM, OR PROGRAMMING MANUAL (HEREINAFTER CALLED SOFTWARE MATERIALS) WHICH, UNDER NORMAL OPERATING CONDITIONS IN THE BUYER'S FACILITY, PROVES DEFECTIVE, AS DETERMINED BY NIKON'S INSPECTION, WITHIN 12 MONTHS FROM THE DATE OF SHIPMENT, WILL BE CORRECTED BY NIKON METROLOGY, INC. NIKON METROLOGY, INC. DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR FIRMWARE SHALL BE UNINTERRUPTED OR ERROR FREE.

iii. THE TERMS OF THIS WARRANTY DO NOT INCLUDE ANY PRODUCT OR PART THEREOF OR SOFTWARE MATERIALS WHICH HAVE A LIFE, UNDER NORMAL USAGE, WHICH IS INHERENTLY SHORTER THAN 12 MONTHS, OPTICS, FLASH LAMPS, CONSUMABLE OR OTHER EXPENDABLE ITEMS, OR TO COMPONENTS OR SOFTWARE MATERIALS SUPPLIED BUT NOT MANUFACTURED OR PREPARED BY

NIKON METROLOGY, INC. OR ANY OF NIKON'S AFFILIATES. BUYER SHALL BE ENTITLED ONLY TO THAT WARRANTY GIVEN BY SUCH MANUFACTURER, PROVIDED SUCH BENEFITS ARE TRANSFERABLE. NIKON METROLOGY, INC. SHALL USE REASONABLE EFFORTS TO PASS ONTO BUYER SAID MANUFACTURES APPLICABLE WARRANTIES.

iv. THE CONDITIONS OF ACTUAL PRODUCTION IN EACH BUYER'S FACILITY VARIES CONSIDERABLY. THEREFORE, DESCRIPTIONS OF THE PRODUCTION OR PERFORMANCES CAPABILITIES OF ANY PRODUCT OR SOFTWARE MATERIALS ARE ESTIMATES ONLY AND, AS SUCH, ARE NOT WARRANTED.

v. WARRANTY IS NOT CONTINUED OR EXTENDED AS A RESULT OF ANY REPLACEMENTS MADE. ANY SERVICE OR PARTS PROVIDED BY NIKON METROLOGY, INC., WHICH ARE OUTSIDE THE SCOPE OF THE WARRANTIES, SHALL BE CHARGED TO BUYER AT NIKON'S EFFECTIVE TIME AND MATERIALS RATES.

vi. WARRANTIES, AS SET FORTH IN PARAGRAPH 8, DO NOT INCLUDE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

vii BUYER AGREES THAT NIKON'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY PURSUANT TO ANY CLAIM OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, A CLAIM IN CONTRACT, NEGLIGENCE OR STRICT LIABILITY, AGAINST NIKON METROLOGY, INC. OR ITS AFFILIATES, SHALL BE (A) THE REPAIR OR REPLACEMENT, IN NIKON'S SOLE AND ABSOLUTE DISCRETION, FOR DEFECTIVE PRODUCTS OR PARTS, QUOTED HEREIN, OR THE CORRECTION OF SOFTWARE MATERIALS, OR (B) A REFUND OF THE PRICE ALLOCABLE TO THE DEFECTIVE PRODUCTS OR PARTS QUOTED HEREIN OR SOFTWARE MATERIALS IF NIKON METROLOGY, INC. IS UNABLE TO EFFECTIVELY REPAIR, REPLACE OR CORRECT SUCH DEFECTS IN A REASONABLE TIME AFTER EMPLOYING ITS BEST EFFORTS. CLAIMS OF ANY KIND, INCLUDE, BUT ARE NOT LIMITED TO, THOSE FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH OF THE TERMS HEREIN, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, REPAIR, OPERATION OR USE OF ANY PRODUCTS OR PARTS, QUOTED HEREIN, OR SOFTWARE MATERIALS COVERED BY THIS AGREEMENT. IF, HOWEVER, ANY WARRANTY IS EXPRESSLY SET FORTH IN WRITING IN ACCORDANCE WITH PARAGRAPH iv. OR v. ABOVE, AS PART OF THESE TERMS AND CONDITIONS, NIKON'S LIABILITY, OR THOSE OF NIKON'S AFFILIATES, UNDER SUCH WARRANTY, SHALL BE LIMITED TO ONE YEAR FROM THE DATE OF SHIPMENT BY NIKON METROLOGY, INC. UNDER NO CIRCUMSTANCES SHALL NIKON METROLOGY, INC., NOR ANY OF NIKON'S AFFILIATES, HAVE A LIABILITY, WHATSOEVER, FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUE; LOSS OF USE OF THE PRODUCTS OR PARTS, QUOTED HEREIN, OR SOFTWARE MATERIALS; COST OF CAPITAL; COST OF REPLACEMENT EQUIPMENT; OR CLAIMS RESULTING FROM CONTRACTS BETWEEN BUYER, ITS CUSTOMERS AND/OR SUPPLIERS. UNLESS EXPRESSLY PROVIDED FOR HEREIN, IN NO EVENT SHALL NIKON METROLOGY, INC., NOR ANY OF NIKON'S AFFILIATES, ASSUME RESPONSIBILITY OR LIABILITY FOR PENALTIES, PENALTY CLAUSES, LIQUIDATION DAMAGE CLAUSES OF ANY DESCRIPTION, CERTIFICATIONS, INDEMNIFICATIONS, OR BUYER COSTS, DAMAGES OR EXPENSES ARISING OUT OF OR RELATED TO THE PRODUCTS OR PARTS, QUOTED HEREIN.

9. This quotation is personal to Buyer, and Buyer cannot assign or transfer, in whole or in part, its rights or obligations under this quotation nor can Buyer appoint any other person or entity to act for or instead of it without Nikon Metrology' prior written consent in each instance, and any purported or violative assignment or transfer shall be void and of no force and effect. Any change in Buyer's ownership (including but not limited to the transfer of shares of Buyer's stock), control or management shall be deemed an assignment or transfer for the purpose of this Paragraph 9. Buyer agrees that Nikon Metrology may at its sole discretion assign this quotation to an affiliate. For purposes of this Paragraph 9, affiliate means any person or entity that directly or indirectly controls, is controlled by or is under common control with Nikon Metrology.