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1. AGREEMENT DOCUMENTS

This purchase order between JEOL and Seller for the applicable goods and services ("Purchase Order"), including these General Terms and Conditions of Purchase ("Terms"), and any supplements or attachments provided with or referenced in the Purchase Order or these Terms (collectively, the "Agreement"), is the complete agreement between JEOL and Seller with respect to such goods and services. No other document, including Seller's proposal, quotation and acknowledgement forms, shall be part of this Agreement even if referred to, unless specifically agreed to by JEOL in writing. This Purchase Order is not valid unless executed by JEOL's authorized representative.

2. ACCEPTANCE

This Purchase Order is JEOL's offer to Seller. This Purchase Order does not constitute a firm offer within the meaning of Section 2-205 of the Massachusetts Uniform Commercial Code. Seller's (i) full or partial performance under, or indication thereof, or (ii) delivery of any goods, or (iii) acknowledgement of this Purchase Order shall constitute Seller's acceptance of this Purchase Order, and the terms and conditions of this Purchase Order will constitute the agreement between Seller and JEOL. Any terms and conditions proposed in Seller's acceptance or in any acknowledgment, invoice or other form of Seller's that add to, vary from or conflict with the terms herein are hereby rejected. If this Purchase Order is an acceptance of a prior offer by Seller, such acceptance is limited to the express terms set forth in this Purchase Order.

3. INVOICES AND PAYMENT TERMS

Seller shall invoice at the prices on the face of this Purchase Order or at Seller's most favored customer price under similar circumstances, whichever is lower. Such price shall include all applicable taxes and duties, whether or not separately stated. Seller shall pay said taxes and duties and hold JEOL harmless from them. Invoices covering only a single order, shipping notices, bills of lading, and receipts shall be mailed promptly after shipment. Seller's invoice shall identify the country of origin of each product sold to JEOL. Discounts shall apply to payments mailed within the stated period, computed from the date of receipt of a proper invoice. Payment shall not be due and owing until sixty (60) days from acceptance of the products furnished under this Purchase Order unless otherwise indicated in the Purchase Order. Seller shall be responsible for calculation, collection and remittance of all sales, use, excise or other such tax applicable to this Purchase Order, subject to JEOL's opportunity to provide an exemption certificate, if applicable. JEOL shall not be responsible for any charges not agreed upon in writing, including but not limited to packaging costs, shipping costs, duties, customs, tariffs or government imposed surcharges.

4. PACKAGING AND SHIPMENTS

Seller shall comply with JEOL's shipping instructions. Seller shall suitably wrap, box, and/or crate all products to protect against hazards of shipment, storage, and exposure. Unless otherwise instructed, Seller shall consolidate all daily shipments to one destination on the bill of lading. All packages containing hazardous materials/dangerous goods shall be prepared in accordance with and comply with all applicable regulations. Seller shall provide hazardous material data sheets promptly upon request. All packages must show purchase order number. Itemized packing slips showing this Purchase Order number, JEOL's part number, quantities or gross and net weights must accompany each delivery. JEOL's count shall be conclusive in the absence of a packing slip. No separate charge shall be made for cartons, wrapping, packing, boxing, crating, delivery, drayage, or similar costs, unless otherwise agreed. Where transportation charges are to be prepaid by Seller and billed to JEOL, the amount shall be separately stated on the

invoice and supported by receipted bills. Seller assumes all risks regarding the goods ordered until delivery to JEOL as specified. Unless otherwise agreed and stated on the face of this Purchase Order, all shipments are DDP (Incoterms 2010) JEOL's receiving dock at the JEOL facility or other location specified by JEOL as the shipping destination ("Destination"). JEOL does not accept charges for premium or expedited transportation unless requested within the Purchase Order or agreed to in writing by an authorized JEOL representative.

5. TITLE TRANSFER

Transfer of title, unless otherwise specified, will take place at the Destination. Seller assumes all risk of loss of or damage to the goods until they are delivered at the Destination.

6. DELAY

Seller shall immediately notify JEOL of any threatened or actual labor dispute or other matter which may delay Seller's performance under this Purchase Order and the anticipated duration of any such delay, and Seller agrees to insert the substance of this requirement in all subcontracts and purchase orders connected to this Purchase Order. Subject to this section, Seller's performance under this Purchase Order may be suspended in the event of any "Excusable Delay", which is a delay in Seller's performance that arises out of causes beyond the control and without the fault or neglect of Seller, including acts of God or of the government, fires, floods, embargoes, or unusually severe weather. Notwithstanding any other provision of this Purchase Order, JEOL may terminate this Purchase Order in whole or in part without cost to JEOL where any actual or projected Excusable Delay is material or indefinite, would result in frustration of purpose of this Purchase Order, would require JEOL to cover by purchasing substitute products, or results in a suspension of Seller's performance for a cumulative period of fourteen (14) days or more.

7. TERMINATION FOR BREACH

JEOL may terminate this Purchase Order in whole or in part, with immediate effect, upon written notice to Seller if Seller: (a) fails to deliver products or perform services within the Purchase Order schedule; (b) fails to make progress that endangers any scheduled performance, and does not cure such failure within a period of ten (10) days (or such longer period as JEOL may authorize in writing) after receipt of written notice from JEOL specifying such failure; (c) fails promptly to provide adequate written assurances of performance satisfactory to JEOL when it appears that Seller may not perform in accordance with the Purchase Order and assurances are requested by JEOL; (d) fails to perform any other material provisions of this Purchase Order; or (e) is in breach of any of its representations or warranties set forth in this Purchase Order. JEOL may also terminate this Purchase Order in whole or in part upon written notice to Seller as set forth in Section 6 "Delay". If JEOL terminates part of this Purchase Order, Seller shall diligently continue performance of the remainder. JEOL may terminate this Purchase Order at any later time for any continuing or subsequent breach of this Purchase Order. If Seller's breach of its obligations under this Purchase Order is not the result of excusable delay, as defined in Section 6 "Delay", Seller shall be liable to JEOL for any excess costs for repurchasing similar products or services and other damages incurred. If it is determined Seller was not in breach hereunder, such termination shall be deemed a termination for convenience under Section 8 "Termination for Convenience". In no event shall Seller be entitled to profit on any remaining or un-performed portions of a terminated Purchase Order.

Upon any termination for breach by Seller, JEOL may require Seller to transfer title and deliver, as directed by JEOL, (a) any completed products, and (b) such partially completed products and materials, parts, tools, dies, jigs, fixtures,

plans, drawings, information, and contract rights as Seller has produced or acquired for the performance of the terminated part of this Purchase Order; and Seller shall, at JEOL's direction, protect and preserve property in Seller's possession in which JEOL has an interest. In the event of a termination for Seller's breach, JEOL shall pay (a) when due, any undisputed invoices issued by Seller for conforming products delivered to JEOL prior to the effective date of termination in accordance with the terms and conditions of this Agreement, and (b) at JEOL's option, for all work in progress and materials delivered to JEOL prior to the termination date, as may be determined in accordance with Section 9 "Price Adjustments",

Notwithstanding any defenses of Seller, JEOL may set off, withhold, or recover from Seller such sums as may be claimed or withheld by JEOL or its customer based upon or relating to any breach by Seller or any of its subcontractors or suppliers at any tier of any representations, certifications, or obligations under this Purchase Order or applicable laws, regulations, or orders of government agencies. Seller shall indemnify, defend, and hold harmless JEOL and any higher tier contractor to which JEOL owes a similar obligation from any and all loss, damage, expense, and liabilities, including administrative expenses and reasonable attorney's fees, relating in any way to any claims by any other person or entity arising out of or relating to any such breach or alleged breach.

The rights and remedies of JEOL provided in this Purchase Order and by law are cumulative.

8. TERMINATION FOR CONVENIENCE

JEOL for its convenience may at any time, effective upon sixty (60) days' written notice, terminate this Purchase Order in whole or in part. In the event of a termination for convenience, JEOL shall pay (a) when due, any undisputed invoices issued by Seller for conforming products delivered to JEOL prior to the effective date of termination in accordance with the terms and conditions of this Agreement, and (b) for all work in progress and materials delivered to JEOL prior to the termination date, as determined in accordance with Section 9 "Price Adjustments",

9. PRICE ADJUSTMENTS

Price adjustments pursuant to Section 8 "Termination for Convenience", or any other provision of this Purchase Order, shall be determined by calculating the direct costs reasonably incurred, together with applicable indirect costs, computed in accordance with generally accepted accounting principles using Seller's customary accounting practices and procedures, consistently applied. Seller shall prepare its proposed price adjustments as specified by JEOL, which proposal and Seller's related books and records shall be subject to audit by JEOL or its representatives. Where the cost of property or products made obsolete or excess as a result of a change order or termination for convenience is included in an equitable adjustment, JEOL shall have the right to prescribe disposition of the obsolete or excess items. Price adjustments will not be made for any reasonably avoidable work performed or costs incurred.

10. WARRANTIES

Seller warrants that all goods provided pursuant to this Purchase Order shall be free from defects in materials and workmanship and shall conform to all applicable specifications for the period provided in Seller's standard warranty covering the goods, which Seller shall furnish to JEOL. Such warranty shall run to JEOL and its customers. Seller warrants that all services provided pursuant to this Purchase Order shall be completed in accordance with applicable specifications in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and practices, and that such services shall be correct and appropriate for the purposes contemplated in this Purchase Order.

11. INSPECTION OF GOODS

JEOL may inspect the goods for up to sixty (60) days after delivery. JEOL may return nonconforming goods to Seller at Seller's risk and expense. Payment shall not constitute an acceptance of the goods nor impair JEOL's right to inspect or exercise any of its remedies. JEOL shall have the right to reject any goods that do not wholly conform with the provisions hereof and return such goods to Seller freight collect, and the risk of loss shall pass to Seller upon JEOL's delivery of such goods to the common carrier.

12. PROPERTY PROVIDED BY JEOL

All items furnished by JEOL, or the cost of which is charged against this Purchase Order, shall be kept confidential, be and remain JEOL's property, not be used without JEOL's permission, and be returned to JEOL immediately upon request. Seller shall be responsible for their safekeeping, and for providing at Seller's expense property insurance acceptable to JEOL covering all such items. Seller shall defend, indemnify, and hold harmless JEOL and its affiliates and its and their directors, officers, employees and agents, from loss of or damage to, and all claims that may be asserted against, such property. Seller shall mark all tooling and equipment subject to this clause with the name "JEOL" and JEOL's drawing or tool number where applicable. Seller shall not copy or permit the copying, in whole or in part, and shall not furnish, offer, quote, sell, or advertise for sale any items or information owned by JEOL, nor any goods made in accordance with JEOL specifications, drawings, or samples, without JEOL's express written consent. Notwithstanding any defect in such items or information, or any fault or neglect of JEOL, Seller shall indemnify, defend, and hold harmless JEOL and its affiliates and its and their directors, officers, employees and agents from any and all loss, damages, and claims relating in any way to any such use by Seller of such items or information or to the products produced from them.

13. CONFIDENTIAL INFORMATION AND PUBLICITY

Information disclosed by JEOL, whether written, disclosed orally, visually, or learned by observation that is marked with the legend indicating its confidential nature, or stated to be confidential, or reasonably understood to be confidential, shall constitute JEOL confidential information under this Purchase Order. Seller will hold JEOL confidential information in strict confidence and use the same only for the purpose of this Purchase Order and not use same for its own benefit or the benefit of any third party or disclose same to any third party. Seller shall not reverse engineer any JEOL confidential information and shall limit access to the JEOL confidential information to only those of its employees who have a need to know such information to accomplish the purposes of this Purchase Order and have been advised of the confidential nature of such information and are bound by the agreement described in Section 14(a) "Intellectual Property Rights". Upon request by JEOL, Seller shall return to JEOL all documentation and other material containing JEOL confidential information.

No publicity releases shall be made by Seller regarding this Purchase Order without JEOL's express written permission. The existence of this order is considered Confidential Information under and subject to the terms and conditions provided in this section.

14. INTELLECTUAL PROPERTY RIGHTS

The term "Subject Innovations" means each invention, improvement, method, design, idea, information, and discovery (whether or not copyrightable, patentable, or registerable by Seller, or any of its subcontractors or suppliers

at any tier, conceived or first reduced to practice during or in the performance of this Purchase Order or of work performed on the understanding that a purchase order would be awarded to Seller by JEOL. The term "Technical Personnel" means each person employed by or working for or with Seller, who would reasonably be expected to, or who actually makes, Subject Innovations or who would reasonably be expected to, or who actually is, exposed to Subject Innovations or JEOL confidential information under this Purchase Order. Seller shall have the obligations set forth in Subsections (a) – (d), below, with respect to Subject Innovations.

(a) Seller shall obtain promptly intellectual property rights agreements with each of its Technical Personnel, requiring them to disclose promptly in writing, and assign to JEOL or Seller, all Subject Innovations made by them, either solely or jointly with others. Such intellectual property rights agreements shall specify, and Seller agrees, that (i) upon request of JEOL and without further compensation therefor, Technical Personnel and Seller shall cooperate fully and do all rightful acts, including the execution of proper papers and oaths, which in JEOL's opinion may be necessary or desirable in obtaining, sustaining, or reissuing United States Letters Patents or copyrights and foreign patents or copyrights or other intellectual property protections on any Subject Innovations, or for maintaining JEOL's title to them, and (ii) Technical Personnel shall be instructed to treat and shall treat as confidential all information received by them in connection with this Purchase Order and all Subject Innovations created by them, and shall not publish or disclose this information to others at any time without written consent of JEOL.

(b) Seller shall obtain and deliver promptly to JEOL full written descriptions of Subject Innovations, along with the assignment of all rights in them to JEOL from Technical Personnel and from Seller, sufficient to document JEOL's entire and exclusive right, title, and interest throughout the world in such Subject Innovations including all United States and foreign patents, copyrights, and applications for them.

(c) Seller shall notify JEOL if Subject Innovations have been conceived or first reduced to practice under or related to this Purchase Order.

(d) Seller shall not furnish, and agrees that it has not been and will not be necessary for JEOL to receive from Seller, any confidential information of Seller or other third parties with respect to the Subject Innovations, and that Seller has not furnished or disclosed, and will not furnish or disclose, to JEOL any materials, documents or other information which are deemed to be confidential information, or otherwise proprietary, to Seller or to any third party, including within the Subject Innovations. Any receipt of any confidential information from Seller must be the subject of a separate written agreement made prior to the receipt by or disclosure to JEOL which specifically identifies the nature of the confidential information to be disclosed. Seller understands that Subject Innovations constitute confidential information of JEOL and understands and agrees that it will neither use for its benefit or the benefit of any third party nor disclose the same to others without the express written permission of JEOL in each instance.

15. PATENTS AND COPYRIGHTS

Seller shall indemnify, defend, and hold JEOL, its parent, subsidiaries and affiliates, subsequent owners of the products and their affiliates, and each of their directors, employees, and agents harmless against any and all actions, claims, liabilities, costs, damages and expenses (including reasonable attorneys' fees), with respect to actual or alleged infringement of any intellectual property rights arising out of, resulting from or caused by the manufacture, sale, offer for sale, delivery, storage, use, or handing of products furnished or services provided under this Purchase Order. Seller shall notify JEOL if Seller is or becomes aware of any right of, or protection accorded to, a third party as set forth above that might affect Seller's ability to provide goods under this Agreement or limit JEOL's freedom to use,

license or sell the goods or practice any deliverables of the services anywhere in the world. JEOL shall provide notice to Seller of any such proceedings or claim of which it becomes aware. JEOL may actively participate in any such proceeding at its own expense. This section shall survive expiration or termination of this Purchase Order.

16. CODE OF CONDUCT

Seller agrees to comply with JEOL's Code of Conduct (the "JEOL Code"), the Electronics Industry Code of Conduct ("EICC") and Seller's own code of conduct that addresses corporate social responsibility and ethical conduct and/or includes rules related to the environment, health and safety, labor, and forced and child labor. At a minimum, Seller represents and warrants that Seller has read, understands and will comply with the JEOL Code or the EICC at all times that Seller is providing goods or services to JEOL under any purchase order, and for twelve (12) months after the termination or expiration of the most recent of such purchase orders. Seller will immediately notify Buyer in the event that Seller learns of any events or items of noncompliance.

17. FAIR LABOR STANDARDS ACT

Seller warrants that in the performance of this Purchase Order, Seller has complied with all the provisions of the U.S. Fair Labor Standards Act of 1938, as amended.

18. EQUAL EMPLOYMENT OPPORTUNITY

Seller warrants that, if applicable, Seller will comply with the provisions of U.S. Executive Order 11246, as amended, the Rehabilitation Act and the Vietnam Era Veterans' Readjustment Assistance Act and their implementing regulations as set forth in 41 CFR Parts 60-1 and 60-2, 41 CFR Part 60-300, and 41 CFR Part 60-741, respectively:

41 C.F.R. § 60-1.4(a)—This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-1.4(a). This regulation prohibits discrimination against qualified individuals on the basis race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

41 C.F.R. § 60-300.5(a)—This contractor and subcontractor shall abide by the requirements of 41 CFR §60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

41 C.F.R. § 60-741.5(a)—This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

19. CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) FOR NON-DOMESTIC SUPPLIERS

JEOL supports the U.S. Customs and Border Protection ("CBP") Customs-Trade Partnership Against Terrorism ("C-TPAT") program. Seller agrees to scrutinize and, where necessary, develop sufficient security measures within its supply chain to reduce the threat of terrorism by protecting the integrity of cargo imported into the United States. If

Seller is a foreign supplier of imported goods, Seller agrees to scrutinize, based on risk, appropriate security measures to be implemented and maintained throughout its supply chain, including out-sourced or contracted elements of its supply chain, such as transportation, conveyance, warehouse, broker, consolidator or other elements. Seller agrees to implement the C-TPAT Security Guidelines for Manufacturers found at the CBP website.

20. COMPLIANCE WITH IMPORT/EXPORT LAWS

The parties will cooperate to effect compliance with all applicable U.S. export and/or import regulations. Neither party will export or re-export, directly or indirectly, any product, software or technical data provided under this Purchase Order, or the "direct product" of such software or technical data, without first obtaining any required U.S. government approvals or licenses. In addition, the parties agree to comply with all applicable local country export and/or import laws and regulations of the country(ies) of procurement, production, and/or destination of the product. The parties understand and agree that the foregoing obligations are legal requirements and that they shall survive any termination of this Purchase Order. Seller shall provide JEOL with complete and accurate information for all products, software, and technical data sold or licensed to JEOL under this Purchase Order for purposes of JEOL's compliance with U.S. import and export regulations, including the following information: (a) description of the product, including JEOL part number, if any; (b) U.S. Harmonized Tariff System ("HTS") number; (c) country of origin, as determined in accordance with U.S. Customs rules of origin; (d) U.S. Food and Drug Administration ("FDA") regulatory approval and clearance information, including accession codes, for any products regulated for import to the U.S.; (e) statement of any applicable U.S. anti-dumping orders, and exclusions thereto; (f) statement that the product is controlled for export under the U.S. International Traffic in Arms Regulations ("ITAR") or the U.S. Export Administration Regulations ("EAR"), whichever is applicable; and (g) Export Control Classification Number ("ECCN"), including a copy of any formal classification determination ("CCATS") obtained from the U.S. Department of Commerce. Such information shall be provided to JEOL prior to the first delivery of products and shall be included on the commercial invoice accompanying shipment of the products. Seller agrees to maintain records of JEOL transactions as required under the record keeping provisions of the U.S. import and export laws and regulations and to make such records available to JEOL at JEOL's request. Upon JEOL's request, Seller will promptly provide JEOL with a complete and accurate manufacturer's certificate of origin for all products. Supplier shall provide valid NAFTA certificates to JEOL for each of the products as applicable on an annual blanket basis.

21. MARKING, AND DUTY DRAWBACK

All agreements required by any applicable U.S. federal law or regulation to be incorporated are hereby incorporated. Seller shall mark each item of foreign goods with the English name of the country of origin (if known) as conspicuously and permanently as possible (or on the container if the item cannot be so marked), and comply with all other marking requirements. At JEOL's request, subject to the applicable manufacturer providing the same to Seller, Seller shall: (a) inform JEOL of the existence of any duty drawback rights; (b) provide a certificate of country of origin of imported goods sufficient to satisfy the customs authorities of the country of receipt; (c) designate JEOL as importer of record of imported and dutiable goods; (d) furnish JEOL properly executed documents required by U.S. Customs to prove importation and duty payment; and (e) transfer customs duty drawback rights from Seller to JEOL. Seller warrants that the goods and services in this Purchase Order have been or will be produced and sold in compliance with the provisions of all applicable federal, state, or other laws.

22. ENVIRONMENT

Seller represents and warrants that: (a) no product subject to the Purchase Order shall have come into physical contact with (i) a Class I substance, as defined in Article 611 of the U.S. Federal Clean Air Act (the "Act"), during any portion of the manufacturing process, or (ii) a Class II substance, as defined in the Act and Title 40, Code of Federal Regulations, Article 82 (the "Code"), during any portion of the manufacturing process; and (b) the products subject to the Purchase Order will not contain or be manufactured using ozone depleting substances including without limitation chlorofluorocarbons, halons, methylchloroforms, and carbon tetrachlorides. If any of these requirements are not satisfied and/or Seller becomes aware that Seller is subject to any warning or labeling requirements regarding a Class I substance or a Class II substance pursuant to the Act or any regulation promulgated under the Act, Supplier shall immediately notify JEOL in writing, explaining the circumstances constituting any of the foregoing and identifying the products involved. Unless otherwise directed in writing by JEOL, the products subject to the Purchase Order will not contain any substance set forth on the list of prohibited substances as made available by JEOL to Seller from time to time in writing, including a posting on JEOL's website. In addition, all products subject to the Purchase Order are subject to Materials Declaration Requirements, without respect to whether the products, or JEOL finished products into which such products are integrated, if any, are exempt from such requirements. "Materials Declaration Requirements" means any requirements concerning the disclosure of hazardous substances contained or used in any product, component, material or part, such as those in Directive 2002/95/EC of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment, as amended from time to time ("RoHS Directive"), Directive 2002/96/EC of the European Parliament and of the Council of 27 January 2003 on waste electrical and electronic equipment, as amended from time to time ("WEEE Directive"), any European Union Member State implementations of them, the equivalent of the RoHS Directive as implemented in China and Japan, and/or other similar environmental and/or materials declaration laws, directives, regulations and requirements, including international laws and treaties regarding such subject matter, as amended from time to time, as well as those set forth in JIG-101 of the Consumer Electronics Association. Seller shall provide and shall obtain from its suppliers, when necessary, documentation certifying compliance with Materials Declaration Requirements with respect to the products, the form of which has been provided, or approved in writing, by JEOL ("Compliance Certification") and which Compliance Certification shall be provided to JEOL prior to the initial purchase order for such product and thereafter, at JEOL's request.

23. CONFLICT METALS

If any products set forth on the Purchase Order are, or contain, tin, tantalum, tungsten, and/or gold (whether in raw or processed form, and whether or not combined with other materials), Seller hereby certifies that such metals have not been sourced in a manner which directly or indirectly finances or benefits armed groups in the Democratic Republic of the Congo or adjoining countries. Seller shall ensure that purchased tin, tantalum, tungsten, and/or gold originate from smelters validated or certified by third parties in accordance with procedures adopted by the Electronic Industry Citizenship Coalition as being conflict mineral free. Seller shall work with sub-suppliers to ensure traceability of these metals within their products, back down to smelter and mine. Traceability data shall be recorded and maintained for 5 years, and provided to JEOL upon request.

24. COMPLIANCE WITH LAWS

Seller shall comply with all laws, ordinances, and government rules, regulations and orders applicable to this Purchase Order including, but not limited to, (a) all laws, ordinances, and government rules, regulations and orders regarding restricted, toxic and hazardous substances applicable to the products subject to the Purchase Order, their

manufacturing process(es), or any byproduct or waste generated in connection with such products or such process(es), and (b) applicable Federal Acquisition Regulation Clauses relating to Seller's Certification of Non-Segregated Facilities (FAR 52.222-21), Equal Opportunity (FAR 52.222-26), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (FAR 52.222-35), Affirmative Action for Workers With Disabilities (FAR 52.222-36), Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FAR 52.219-8) and Utilization of Labor Surplus Area Concerns (FAR 52.220-3), which to the extent applicable are hereby incorporated into this Purchase Order.

25. GOVERNMENT CONTRACTS

Because Seller's supplies or services may be incorporated into products sold by JEOL to United States government agencies as "Commercial Items" (as defined in and in accordance with Federal Acquisition Regulation ("FAR") Part 12), Seller agrees to comply with JEOL's General Terms and Conditions of Purchase, Supplement 1 – Federal Acquisition Regulation (FAR) Government Contract Provisions. Seller agrees at a minimum to comply with the following regulations: (1) Equal Opportunity (FAR 52.222-26), (2) Affirmative Action for Workers with Disabilities (FAR 52.222-36), and (3) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (FAR 52.222-35). If Seller's supplies or services are being sold by JEOL to the United States, then to the extent appropriate to effectuate the purpose of the clauses set forth in the contract between JEOL and the United States, references to "the Government" shall mean JEOL; references to "Offeror" and "Contractor" shall mean Seller; and references to the "Contracting Officer" shall mean the JEOL representative authorized to modify the provisions of this Purchase Order. Applicable procurement regulations that are required by federal statute or regulation to be inserted in contracts or subcontracts shall take precedence as between the parties to the extent any right or obligation specified in such statutes or regulations is inconsistent with the terms and conditions set forth fully in this Purchase Order.

26. ASSIGNMENT

Seller may not assign any rights nor delegate or subcontract any duties under this Purchase Order without the prior written consent of JEOL; except that Seller may enter into subcontracts for purchases of parts, supplies and commercial products, and may assign its right to receive payment hereunder upon written notice to JEOL. JEOL may assign or otherwise transfer this Purchase Order, in whole or in part, to a subsidiary or affiliate, or to a purchaser or transferee of substantially all of the assets used by JEOL in its business to which this Purchase Order relates upon written notice to Seller. Whether or not assigned, all payments shall be subject to setoff or recoupment for any present or future claims that JEOL may have against Seller.

27. REMEDIES

IN NO EVENT SHALL JEOL BE LIABLE TO SELLER OR SELLER'S AGENTS OR AFFILIATES OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO COST OF CAPITAL, DOWNTIME COSTS, BUSINESS INTERRUPTION, OR LOSS OF PROFITS, BUSINESS OR REVENUE, OR FOR ANY EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, ARISING OUT OF, OR IN CONNECTION WITH, THIS PURCHASE ORDER, WHETHER OR NOT JEOL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. JEOL'S LIABILITY FOR ANY DIRECT DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS THIS PURCHASE ORDER SHALL BE LIMITED TO ACTUAL DAMAGES AS MEASURED BY THE UNITS OF PRODUCT OR WORK GIVING RISE TO THE CLAIM. IN NO EVENT

SHALL JEOL'S LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS PURCHASE ORDER EXCEED THE PURCHASE ORDER PRICE.

28. INDEMNIFICATION

Seller shall indemnify, defend and hold JEOL and its affiliates and their directors, officers, employees, and agents harmless from and against any and all actions, claims, liabilities, costs, damages and expenses (including reasonable attorney's fees) for physical damage to or loss of tangible property, for injury or death of any person and for any product recall or retrofit, related to this Purchase Order, in each case to the extent arising out of, resulting from or caused by: (a) acts or omissions of Seller, its employees, agents and subcontractors, or (b) any defect in design, workmanship or materials carried out or employed by Seller or its employees, agents or subcontractors, or (c) entering upon premises occupied by or under the control of JEOL, or of any of JEOL's customers or suppliers, in the course of performing under this Purchase Order, except in each case to the extent that any such damage to or loss of property and injury or death of any person is caused by acts or omissions of JEOL, its employees, agents or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller hereunder. In addition, Seller will: (x) obtain and maintain product and general liability insurance or a self-insurance retention program to cover its liability to third parties in connection with the sale of products and the provision of services hereunder sufficient to cover Seller's obligations hereunder, and to cover workers' compensation and employer's liability for all employees engaged in performing the services set forth on the Purchase Order; (y) furnish the applicable certificates of insurance to JEOL with respect thereto upon request; and (z) defend and hold JEOL and its affiliates and their directors, employees, and agents harmless from and against any and all actions, claims, liabilities, costs, damages and expenses (including reasonable attorney's fees) for any failure of Seller to comply with its obligations set forth in this section.

29. GOVERNING LAW AND DISPUTE RESOLUTION

This Purchase Order shall be construed under and governed by the law of the Commonwealth of Massachusetts without regard to conflicts of laws rules. JEOL and Seller shall meet in good faith to attempt to resolve informally any disputes arising out of this Purchase Order. If the parties are unable to resolve such disputes informally, either side may initiate legal action for relief. Venue shall be in the state and/or federal courts of Essex County, Massachusetts, which shall have the exclusive jurisdiction over the subject of such disputes. In any action to enforce this Purchase Order, the prevailing party shall be awarded all court costs and reasonable attorneys' fees incurred in connection therewith, including such costs and attorneys' fees incurred in enforcing and collecting any judgment.

30. ENTIRE AGREEMENT, MODIFICATION, WAIVER, NOTICES

This Purchase Order, including any attached Schedules and Exhibits, constitutes the entire agreement of JEOL and Seller with respect to the sale of products and services by Seller to JEOL, and supersedes all prior representations, warranties, agreements, and understandings, of any kind, written and oral, of the parties with respect to the subject matter hereof. It may not be modified or amended except by written amendment specifically referencing this Purchase Order signed by the respective authorized representatives of JEOL and Seller. No waiver of any term of this Purchase Order shall imply a subsequent waiver of the same or any other term or constitute a continuing waiver. All notices shall be given in writing and be personally delivered or sent by postage prepaid mail addressed to the parties at their addresses first mentioned above or as otherwise designated to the other by notice as provided herein.