

**CONTRACT OF ACQUISITION
RELATIVE TO PURCHASE ORDER NUMBER 1A210379**

Entered into by the "CENTRO DE INVESTIGACIÓN EN MATERIALES AVANZADOS, S. C.", represented in this action by **EVA ACEVEDO VILLAFUERTE**, hereinafter referred to as "**CIMAV**" and by, **NIKON METROLOGY INC** represented in this action by **C. JIM CLARK**, hereinafter referred to as "**THE VENDOR**", agreement subject to the following statements and clauses.

I. - THE VENDOR states:

That it is a foreign corporation duly constituted under the laws of the United States of America,

1. That its representative is invested with the necessary powers and faculties to oblige it under the terms of this contract, powers that have not been limited, revoked nor modified in any way since they were granted; and
2. That its principal's corporate purpose is the commercialization of the products, which are the matter of this contract; therefore it wishes to enter this contract.

II. - "CIMAV" states:

1. That it is a Company with majority government ownership with the character of a federal semi-public entity, created by decree of the Secretaría de Hacienda y Crédito Público (Mexico's Tax Collection Secretary) in its 26th ordinary session dated August 31 1994. That it is incorporated in Public Record No. 42 of the Federal Real Property Protocol No. 2, granted before the Lic. Juan José Royo Provencio, acting as Notary Public due to separation of the Principal of the Notary Public No. 12, Lic. Armando Herrera Acosta and recorded under No. 233, folios 143, of Book 36 of the section four of the Real Estate Records of this Morelos Judicial District.
2. That its legal representative is invested with the faculties to oblige its principal, attested in Public Records, and he has the faculties conferred by article 48 of the law for public sector purchases, leases and services.
3. That it is its will to enter this contract so **THE VENDOR** supplies the goods or renders the services described in purchase order number **1A210379**.

III.- BOTH PARTIES state:

- a) Both parties state that they jointly and reciprocally acknowledge the capacity in which they appear and they have freely agreed to enter this contract without any violence, lesion, deceit, ill will or any other vice in their consent that may affect the validity or nullity of this contract.
 - b) That this contract is entered into in compliance with the provisions of the law for public sector purchases, leases and services, since the operation herein is higher than 300 times the current minimum wage.
 - c) That they have agreed on the purchase price in relation to the purchase order number **1A210379**.
- Pursuant to the above, the parties execute this contract according to the following:

CLAUSES:

FIRST: PURPOSE. - The purpose of this contract is every product and service described in the purchase orders number **1A210379**, holding their contents to be incorporated herein.

SECOND: FINALITY. - This document constitutes the last agreement between **CIMAV** and **THE VENDOR** about the goods or services contained in the purchase order number **1A210379**, agreement that will not be modified in any way except under previous written authorization of **CIMAV** and entering the respective contract and respecting at all times the provisions of article 52 of the law for public sector purchases, leases and services.

These terms and conditions, any other special condition contained in the Purchase Order **1A210379** any specification or other documents referred to in this Purchase Order will constitute and represent the totality of the agreement between **CIMAV** and **THE VENDOR** and will supersede any other preceding communications, in written or oral form, about the subject matter of this Purchase Order.

THIRD: AMOUNT. - The total amount of this contract is **\$4,849.00 (FOUR THOUSAND EIGHT HUNDRED FORTY NINE US DOLLARS 00/100 USD)**, amount that includes all taxes, expenses and freight rates related to the purchase order number **1A210379**.

FOURTH: GUARANTEE: THE VENDOR guarantees specifically and without limitations that at the moment of delivering the goods or services acquired under these Purchase Orders, they will be marketable, free of any defect in material or labor, and that they will comply with the requirements of these Purchase Orders **CIMAV** will give the Vendor notification about any defect or non-conformity of this nature under the terms and conditions set forth in the purchase order number **1A210379**, the origin of this agreement.

THE VENDOR accepts that the partial or total payment made by **CIMAV** in relation to the services or products being imported in the purchase order number **1A210379** will not constitute the approval or acceptance of such goods or services that **CIMAV** reserves the right to inspect the goods or services, even after the partial or total payment has been made for the purchase orders that are the origin of this agreement.

THE VENDOR is expressly obliged to reimburse **CIMAV** the purchase price or contracting cost of any good or service it may find defective or that does not comply with the specifications, drawings or samples, or that are not delivered under **CIMAV's** delivery schedule and that may be returned to **THE VENDOR**.

Likewise the parties agree that the rejected goods or services will be returned at the cost of **THE VENDOR** and the latter will bear any risk of loss about the rejected goods or services.

CIMAV has the faculty to withhold the rejected goods or services and to correct any imperfection or non-conformity to the specifications, drawings or samples.

The cost of this correction will be negotiated between the parties and the amount to be paid by **CIMAV** will be adjusted in agreement with **THE VENDOR**.

FIFTH: MODE OF COMPLIANCE. - The delivery of the goods or the rendering of the services shall be made following strictly the schedule set forth or referred to in these Purchase Order **1A210379** and in the exact amounts ordered. **THE VENDOR** will limit and synchronize the expenses, incurred costs and purchases and outsourced commitments for raw material and components, in such a manner that the continuity of the production sequence is ensured, without creating any unreasonable accumulation of raw material or components for any production increase. Without the previous written approval by **CIMAV**, neither deliveries nor work will exceed the amounts set forth herein, and no deliveries will be made before the scheduled delivery dates set forth herein. **CIMAV** reserves the right to return, at the expense of **THE VENDOR**, any received shipment that does not follow the schedule, delivery times or delivery sites.

SIXTH: ADDRESS FOR SERVICE PURPOSES. - For compliance of the obligations against ideas contained herein as well as addresses for service purposes the parties designate as domiciles:

CIMAV MIGUEL DE CERVANTES # 120 COMPLEJO INDUSTRIAL CHIHUAHUA CHIHUAHUA, CHIHUAHUA	THE VENDOR 12701 GRAND RIVER ROAD BRIGHTON, MI 48116 MICHIGAN
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SEVENTH: UNILATERAL CANCELLATION AND REVOCATION. - **CIMAV** reserves the right to cancel unilaterally these Purchase Order number **1A210379** or any part thereof, as well as to revoke unilaterally this contract partially or in full, if the Vendor has not complied with the conditions of these, by a written notice to the Vendor. In the event of such cancellation **CIMAV** shall pay for all the goods, services or works delivered and finished and a fair settlement shall be made for the cost incurred by **THE VENDOR** for the goods, services or works in process which will not exceed the total agreed amount and/or the specified price in these Purchase Orders. Upon reception of any notice of cancellation under this contract, **THE VENDOR**, unless indicated otherwise, immediately shall cancel all the orders or outsourced contracts given or made for the compliance of these Purchase Orders. **CIMAV's** exercise of the cancellation rights reserved in this paragraph shall not give rise to any liability by **CIMAV** except when it is specified in this paragraph and it shall not be construed as a waiver for damage claims to which **CIMAV** would be otherwise entitled.

In this action **THE VENDOR** holds **CIMAV** harmless of any liability upon cancellation, whether partial or in full.

EIGHTH: PATENT GUARANTY. - **THE VENDOR** hereby guarantees he shall not violate any Patents Letter of the United Mexican States in reference to the purchased goods or services, nor the sale or use of the same under these purchase, nor the sale or use of the same unless it is specifically agreed in writing, **THE VENDOR** agrees to indemnify and hold **CIMAV**, its successors, heirs, clients and end users of its product harmless for any claim, damage, liability, costs and expenses incurred as a result of the defense or resolution of a lawsuit, claim or demand related to the violation of a Letters Patent of the United Mexican States by the sale or use of the goods acquired under this purchase order. **THE VENDOR** agrees that when it is so requested and under the condition that it notifies about any lawsuit, claim or demand is in process, **THE VENDOR** will assume the defense of **CIMAV** and/or its successors, heirs, clients and end users of its product against any of the lawsuits, claims or demands mentioned above.

NINTH: CIVIL GUARANTY. - **THE VENDOR** agrees to protect, defend, hold harmless and indemnify **CIMAV** against any liability and expense resulting from any alleged or claimed imperfection of the goods or services acquired under this order, whether latent or evident, including the failure of such goods to comply with the specifications or with any expressed or implied guaranty of **THE VENDOR** or that arises from the alleged violation of any provision, ordinance, administrative order, rule or regulation related to the manufacturing, repair or sale of such goods.

THE VENDOR, in the execution of this Purchase Order will comply with all the provisions of all federal, state and local laws, regulations, rules and ordinances which may cause **CIMAV** a liability due to any violation of the same.

No action set forth in this purchase order shall be deemed as excluding of any other action allowed by law.

TENTH: LEGAL AND CIVIL LIABILITY. - **THE VENDOR** agrees to protect, defend, hold harmless and indemnify **CIMAV** against any liability and expense resulting from any alleged or claimed imperfection of the goods or services acquired under this order, whether latent or evident, including the failure of such goods to comply with the specifications or with any expressed or implied guaranty of **THE VENDOR** or that arises from the alleged violation of any provision, ordinance, administrative order, rule or regulation related to the manufacturing, repair or sale of such goods.

THE VENDOR, in the execution of this Purchase Order will comply with all the provisions of all federal, state and local laws, regulations, rules and ordinances which may cause **CIMAV** a liability due to any violation of the same. No action set forth in this purchase order shall be deemed as excluding of any other action allowed by law.

TENTH BIS: INSURANCE. - At the request of **CIMAV**, **THE VENDOR** shall obtain and maintain during the term of this agreement and at his own expense, a liability insurance for this product, with the endorsement of a supplier, in the form and for the amount and in such a company approved by **CIMAV** in writing. When it is requested, satisfactory evidence of such insurance will be submitted to **CIMAV**. For the purposes of this paragraph, the term "goods and services" includes any packaging provided by **THE VENDOR**.

ELEVENTH: WAIVERS. - The omission by **CIMAV** or **THE VENDOR** of insisting upon the compliance of the terms and conditions or requirements of this Purchase Order shall not be construed as a waiver of such terms, conditions or requirements, and shall not affect the right of any of the parties to later oblige the compliance of each and every term, condition and requirement of the same.

TWELFTH: CONVENTIONAL SANCTIONS. CIMAV will have the faculty to verify the services that are the subject matter of this Contract are being executed by **THE VENDOR** following the requested specifications.

If, as a consequence of the comparison analysis referred to in the preceding paragraph, the services deviate from the specifications, and the correction affects the time or the quality of the public works construction services being provided, **CIMAV** will apply an economic sanction equivalent to 5% (five percent) of the difference of the services pending to be provided.

When making the calculation for the sanction above, the wasted time incurred by errors or omissions of **THE VENDOR** in the public works being supervised will be taken into account. In case that during the execution process within the scheduled timeframe, several verifications are made about the manner of rendering the services, two or more sanctions shall be applied for the delay in the public works due to causes attributable to **THE VENDOR**; in the following the amount of the preceding will be deducted, and it may be returned if the problem is corrected or definitive if the public works services attributable to **THE VENDOR** are not delivered on time; in this case, the sanction will continue increasing until the total termination of the scheduled services, considering the five percent (5%) of the amount pending execution on the scheduled termination date, multiplied by the days of delay to the delivery of the services divided by thirty (30).

CIMAV will also verify the quality of the services. In the event the services do not comply with the respective norms and specifications, an assessment will follow to determine the reposition of the public works services poorly executed attributable to **THE VENDOR** or the application of a deduction according to the observed deficiencies, which value will be made effective upon the following payment. If a reposition is determined, the amount for the poorly executed services will be withheld and it will be returned only if **THE VENDOR** complies in full satisfaction the contracted services.

THIRTEENTH: LABOR ISSUES.-

a) When **THE VENDOR** obtains the knowledge that any actual or potential labor dispute is delaying or threatening to delay the timely performance of this Purchase Order, it will provide **CIMAV** an immediate notice of the situation including all the relevant information about it.

b) **THE VENDOR** agrees and is obliged to insert the content of this clause, including this paragraph (b), in any outsourced contract entered into with the intention of complying with these purchase order number **1A210379**, about a labor dispute possibly delaying the timely performance of these Purchase Orders, except that each outsourced contract of this nature will provide that the notice and information mentioned above are given to the immediate higher contractor in the hierarchy.

FOURTEENTH: PROPERTY RIGHTS. - THE VENDOR agrees that the designs, specifications, formulas and information about manufacturing are proprietary information of **CIMAV** and they shall not be used for any purpose other than the compliance with this Purchase Order.

FIFTEENTH: CONFIDENTIALITY AGREEMENT. - THE VENDOR commits to not disclose under any circumstance and without the previous authorization in writing by **CIMAV** the designs, specifications, formulas and information about manufacturing since those are proprietary information of **CIMAV**.

SIXTEENTH: ITEMS PROPERTY OF CIMAV.- Unless **CIMAV** and **THE VENDOR** agree otherwise in writing, the following provisions shall apply to any tool, tooling, pattern, equipment, materials or other items used in the manufacturing of goods, rendering of services for **CIMAV** or the performance of this Purchase Order, that **CIMAV** may have provided to **THE VENDOR**. Or that it was acquired by **THE VENDOR** and it has been paid for specifically by **CIMAV**.

a) **THE VENDOR** shall have the right to use **CIMAV's** property without paying for its usage as it is required for the performance of this Purchase Order or other work for **CIMAV**, but no property of **CIMAV** shall be used in the performance of any other work without the previous written consent by **CIMAV**. The title to any property of **CIMAV** shall at all times remain **CIMAV's**. The title for the property that the Vendor supplies or manufactures for **CIMAV** shall entirely **CIMAV's** once it is paid for.

b) The Vendor shall take all the necessary measures to preserve the title of **CIMAV** on **CIMAV's** property, free of any encumbrance. **CIMAV** withholds the right, in addition to all the other rights granted by law, to enter to the facilities of **THE VENDOR** and withdraw **CIMAV's** property, with or without a judicial warrant.

c) Upon written request of **CIMAV**, **THE VENDOR** shall package securely and ship **CIMAV's** property to the destination indicated by **CIMAV**.

d) **THE VENDOR**, at his own cost, will perform all the necessary maintenance, repair and replacement work about the applicable property of **CIMAV** for such property to be in optimal conditions for the use it was intended for.

e) The risk of loss or damage to **CIMAV's** property shall be assumed by **THE VENDOR** from the moment such property is delivered by **CIMAV** until such property is withdrawn from **THE VENDOR's** facilities according to **CIMAV's** written instructions.

f) **CIMAV** shall not be liable for the loss, damage, detention or delay resulting from causes beyond its control about any of **CIMAV's** property that **THE VENDOR** has to deliver to **CIMAV**.

g) **THE VENDOR** shall assume liability and indemnify **CIMAV** for each and any of the legal liabilities to property or to injured or dead individuals caused by **CIMAV's** property, or related to the presence or use of the same, notwithstanding if such damage or harm or death has been caused by defects on the property, negligence in its use, or other causes.

SEVENTEENTH: OTHER CONVENTIONAL SANCTIONS. - CIMAV shall impose the following conventional sanctions charged to **THE VENDOR** for delay or non-compliance with the scheduled delivery dates of the goods or for the beginning or ending of the services, or by non-compliance with the quality agreed upon in this Purchase Order:

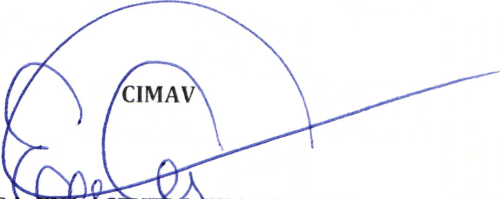
1. In the case of the delivery of the goods that represent a non-compliance with the delivery dates or the agreed quality, **THE VENDOR** shall be charged for all the costs that **CIMAV** disburses in order to acquire from another vendor the goods that were not delivered in the conditions agreed upon in this Purchase Order.

2. In the case of service rendering that does not begin or finish in the agreed time, that is not rendered with the agreed quality or that the personnel for rendering the service does not show up, the conventional sanction will be discounting from the total payment 1% of the total amount of this Purchase Order, for each of the delayed days and/or problems exposed.

EIGHTEENTH: SANCTIONS. - The vendors that violate the provisions of the applicable law will be sanctioned by the Secretary of Public Office, under articles 59, 60, 61, 62, 63 and 64 of such law.

For anything not provided and/or agreed upon expressly in this contract the parties will submit to the federal civil code in articles 2248 to 2322 in matters of sales and purchases, for the settlement of any controversy that arises from the interpretation and compliance of this contract, as well as for anything that is not expressly provided for in the same, the parties submit to the jurisdiction of the federal courts located in Av. Mirador No. 6500, Campestre Washington, Chihuahua, Chihuahua, C.P. 31215 waiving any other jurisdiction that may correspond them for any current or future reason.

This contract is signed in the city of Chihuahua, Chihuahua, on July 13, 2021.


CIMAV
MTRA. EVA ACEVEDO VILLAFUERTE
LEGAL MANDATORY


DR. ALBERTO DIAZ DIAZ
RESPONSABLE

THE VENDOR
NIKON METROLOGY, INC.
12701 Grand River Road, Brighton, MI
C. JIM CLARK



 **REVISADO JURÍDICO**

