

AUTODESK DEVELOPMENT S.A.R.L. - GENERAL CONDITIONS OF PURCHASE

"**Buyer**" means Autodesk Development S.a.r.l. located at Puits Godet 6, 2005 Neuchâtel, Switzerland or such other entity as is named in the "BILL TO" section on the face hereof.

"**Goods**" means items ordered pursuant to this purchase order.

"**Materials**" means materials or items used in the manufacture or supply of Goods.

"**Seller**" means the company named in to "TO" section on the face hereof.

"**Services**" means services provided by Seller pursuant to this purchase order.

BY ACCEPTING THIS PURCHASE ORDER OR PERFORMING HEREUNDER SELLER AGREES TO COMPLY FULLY WITH THE TERMS AND CONDITIONS OF PURCHASE SET FORTH ON BOTH THE FRONT AND REVERSE SIDES OF THIS DOCUMENT. ACCEPTANCE OF THIS PURCHASE ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF THIS ORDER, AND NONE OF SELLER'S TERMS AND CONDITIONS SHALL APPLY IN ACKNOWLEDGING THIS ORDER OR IN THE ACCEPTANCE OF THIS ORDER. ACCEPTANCE BY BUYER OF THE GOODS, SERVICES OR WORK DELIVERED UNDER THIS PURCHASE ORDER SHALL NOT CONSTITUTE AGREEMENT TO SELLER'S TERMS OR CONDITIONS. SELLER MAY NOT SHIP UNDER RESERVATION.

1. Modifications Changes, modifications, waivers, additions or amendments to the terms and conditions of this order shall be binding on Buyer only if they are in writing and signed by a duly authorized representative of Buyer. Seller shall be responsible for requesting proof of authorization where appropriate.

2. Applicable Law: Forum The validity, interpretation and performance of these terms and conditions and any purchase made hereunder shall be governed by the laws of Switzerland. The provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply. All disputes hereunder shall be submitted to the courts of the Canton of Neuchâtel, Switzerland, which shall have exclusive jurisdiction.

3. Compliance with Law Seller agrees that at all times it will comply with all applicable laws, orders and regulations, including those affecting or limiting prices, production, purchase, sale and use of Goods or Services. If requested by Buyer, Seller agrees to timely certify compliance with such laws in such forms as Buyer may request.

4. Release of Information Neither party hereto shall, without the prior written consent of the other party (which shall not be unreasonably withheld) publicly announce or otherwise disclose the existence of the terms of this Agreement or release any publicity regarding this Agreement. This provision shall survive the expiration, termination or cancellation of this Agreement. Any knowledge or information which Seller may disclose to Buyer shall not be deemed to be confidential or proprietary information and shall be acquired by Buyer free from any restrictions as to use or disclosure thereof.

5. Indemnity In the event Seller, its officers, employees and agents or any of them enter premises owned, leased, occupied by or under the control of Autodesk, Inc., Buyer or any other subsidiary or affiliate of Autodesk, Inc. in the performance of or in connection with this order, Seller agrees to indemnify and hold Autodesk, Inc., Buyer or such subsidiary or affiliate, its directors, officers, agents and employees harmless from any loss, cost, damage or bodily injury or death of whatsoever kind or nature arising out of or incidental to the performance, delivery or installation of this order occasioned in whole or in part by any action or omission of Seller, its employees, officers and agents or any of them. Seller will maintain general comprehensive liability, property damage and automobile liability insurance, including contractual endorsement and products hazards coverage, in reasonable amounts covering the obligations set forth in this order and, upon request, will provide Buyer with a Certificate of Insurance indicating the amount of such insurance. Seller agrees to defend and indemnify Buyer and its customers from and against all claims, actions, liabilities, losses, costs and expenses arising out of the death or injury to any person, property damage or loss, or economic injury arising out of this order.

6. Waiver Any failure of Buyer to enforce at any time or for any period of time any of the provisions of this purchase order shall not constitute a waiver of such provisions nor of Buyer's right to enforce each and every provision.

7. Acceptance and Warranty Final acceptance of Goods or Services by Buyer shall not occur until after delivery to Buyer's facility from which this order originates, unless otherwise specified herein. Title to Goods shall pass to Buyer at the time of delivery to Buyer's facility from which this order originates. Risk of loss of or damage to Goods shall remain with Seller until acceptance by Buyer.

Seller warrants that:

(1) all Goods or Services supplied by Seller under this order conform to the requirements, specification, drawings, samples or other descriptions furnished to or adopted by Buyer and that they are of good material and workmanship and free from all defects in manufacture or design and are of merchantable quality and fit for their intended purpose;

(2) upon payment of the purchase price, Buyer shall receive good title to Goods free and clear of all liens, encumbrances and claims;

(3) all Goods supplied by Seller under this order comply with all applicable governmental laws and regulations.

Such warranties by Seller shall run to the benefit of Buyer, its employees and purchasers from Buyer. Buyer's approval of designs furnished by Seller shall not relieve Seller of its obligation under this warranty. Seller's warranty shall be effective for a period of time as set forth on the face of this purchase order. If no such schedule is set forth on the face hereof, the warranty shall be effective for a period of one year from the date of acceptance of Goods or Services by Buyer, or for such longer period specified by Seller.

All Goods returned to Seller or Services rejected for breach of warranty hereunder shall be at Seller's expense including expenses and penalties incurred by Buyer in recalling such Goods or Services which have been delivered to Buyer's customers and expenses of redelivery.

Seller agrees that shipment of Goods against this purchase order constitutes certification that all Goods included in every shipment conform in all aspects to the applicable requirements, specifications and drawings. Seller will make process control data, inspection and test reports covering the Goods and their parts available for review and subject to examination by Buyer or its authorized representatives to verify conformance to such applicable specifications and drawings. However, a certificate of conformance must accompany individual shipments when so specified on applicable drawings.

Any Goods or Services not accepted by Buyer may be returned to Seller or rejected at Seller's expense for full credit of the purchase price. Inspection may be performed on Goods at Buyer's option on a statistical sampling basis. The entire lot of Goods may be rejected based on defects revealed by such sampling. At Buyer's option, the rejected lot will be either returned to Seller for replacement or credit or fully screened by Buyer with cost of screening paid by Seller. The initial inspection performed by Buyer on receipt of Goods is a conditional acceptance and shall not waive Buyer's right to return Goods to Seller which exhibit or develop defects due to latent causes during or after installation or testing of the end product.

Seller shall preserve all special drawings, dies, patterns, tooling or other items supplied or paid for by Buyer in good condition and they are the property of Buyer unless otherwise specified, and such items shall be returned in good condition when the work on this order has been completed or terminated, or at any other time as requested by Buyer. No special drawing, die pattern, tool or other item supplied by Buyer or made by Seller for the use of or delivery to Buyer or for use by Seller in supplying Buyer shall be used by Seller for any purpose other than supplying Buyer, without Seller's first obtaining the written consent of Buyer thereto, provided, however, that if any government has rights in such items under a prime contract with Buyer non-interfering use of the items for direct sales to such government is authorized if written notice is provided to Buyer prior to such use. If material, equipment, special drawings, dies, patterns or other items are furnished by Buyer for performance of this purchase order, all risk of loss thereof or damage thereto shall be upon Seller from the time of shipment to Seller until redelivery to and receipt by Buyer.

If Seller is prevented from delivering or Buyer is prevented from receiving the Goods or Services to be furnished pursuant to this order as a result of governmental actions or regulations (except as hereinafter provided) or of fires, strikes, accidents and other unforeseeable causes beyond the control of either party the obligation to receive or deliver shall be suspended for a reasonable time during which such causes continue to exist. If delivery by Seller is delayed more than ten (10) days as a result of any of these events, Buyer may cancel any or all future deliveries from Seller without liability to Seller and may obtain similar Goods from other suppliers.

8. Patents and Copyrights Seller agrees to indemnify and to save Autodesk, Inc. and Buyer, their officers, agents, employees and vendees (mediate and immediate) harmless from any and all loss, expense, damage, liability, claims or demands for actual or alleged infringement of any patent invention, design, trademark or copyright arising from the purchase, use or sale of Goods or Services furnished pursuant to this purchase order, except where such infringement arises by reason of designs for such Goods or specifications for such Services originally furnished to Seller by Buyer.

9. Changes Buyer may change from time to time any of the drawings, specifications or instructions for Goods or Services covered by this purchase order and Seller shall comply with such change notices. If such changes result in a decrease or increase in Seller's cost or in the time for performance, an adjustment in the price and time for performance may be made by the parties in writing provided however that Seller notifies Buyer of the request for such adjustment within thirty (30) days after receipt of it of the change notice.

10. Assignments Seller shall not delegate any of its duties hereunder without prior written approval by Buyer, and any attempted delegation without such consent shall be void. Seller shall not subcontract any substantial portion of the work to be performed by it under this order without the prior written consent of Buyer.

11. Termination Buyer may terminate this contract in whole or in part at any time without cause by written notice to Seller. Such notice shall state the extent and effective date of such termination, and upon the receipt of such notice Seller will comply with Buyer's instructions pertaining to stoppage of work hereunder and the placement of further orders or subcontracts hereunder. The parties shall thereupon employ their best efforts to agree by negotiation within three (3) months upon the amount of reimbursement, if any, to be paid to Seller for each termination. Termination under this provision shall not be deemed a breach of contract. The provisions of this paragraph shall not limit or affect the right of Buyer to terminate this order for cause and shall not apply to a termination for cause. Seller shall mitigate its claim to the maximum extent and in any event no claim shall exceed the lesser of fair market value or actual costs of Materials and work in progress which Seller shows cannot be diverted to other uses. No claim shall be asserted or honored for loss of expected profits or for any consequential or incidental damages due to termination or cancellation.

12. Price Adjustment Buyer will not accept shipment at any increase in price above that indicated on this order. Any general price decrease announced by Seller in classification of equipment and/or materials similar to the Goods or Services described on this order shall automatically reduce the price thereof by a comparable percentage.

13. Notice of Labour Disputes Whenever any actual or potential labour dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to Buyer.

14. Payment Terms Seller shall submit invoices only upon delivery of Goods or Services. Buyer shall issue payment within sixty (60) days of receipt of a correct invoice provided Seller has delivered conforming Goods or satisfactorily completed Services. Adjustments for payments made for rejected Goods or Services or for any overpayment shall be deducted from subsequent payments due or, at buyer's option, promptly refunded by Seller upon request.

15. Extra Charges No charges of any kind, including charges for boxing or cartage, will be allowed unless specifically agreed by Buyer in writing. Pricing by weight, where applicable, covers net weight of Goods, unless otherwise agreed.

16. Time of Delivery The delivery dates indicated by Buyer for the Goods or Services to be supplied under this purchase order are of the essence. Failure to meet such delivery dates shall be considered a breach of this contract; furthermore, Seller agrees to pay to Buyer any penalty and damages imposed upon or incurred by Buyer for failure of Seller to deliver Goods or Services on such delivery dates. Unless otherwise agreed in writing, Seller shall not make commitments for Materials or production in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule. It is Seller's responsibility to comply with this schedule, but not to anticipate Buyer's requirements. Goods shipped to Buyer in advance of schedule may be returned to Seller at Seller's expense, and Services proffered in advance of schedule may be rejected. Buyer may reschedule the delivery of any unshipped Goods or any unfurnished Services for later delivery within ninety (90) days of the originally scheduled delivery date.

17. Setoff Buyer shall be entitled at all times to setoff any amount owing for any reason, at any time, from Seller to Buyer, Autodesk, Inc. or any subsidiaries or affiliates of Autodesk, Inc. against any amount payable at any time by Buyer in connection with this order.

18. Taxes All taxes, fees and duties levied on the production or sale of Goods or rendering of Services hereunder shall be for the account of Seller, except as expressly provided to the contrary on the face hereof.

19. Reservation of Rights Buyer expressly reserves all rights and remedies which may be available to it.

20. Attachments Any attachments referenced on the face hereof shall be deemed for all purposes to be an integral part of this order. In the event of irreconcilable conflict between such referenced attachments and the terms stated herein, the terms of such attachments shall prevail.

21. Over shipments Seller is instructed to ship only the quantity(ies) of Goods specified in this order. However, any deviation caused by conditions of loading, shipping, packing or allowances in manufacturing processes may be accepted by Buyer according to the over shipment allowance indicated on the face hereof. If no allowance is shown, it shall be zero percent (0%). Buyer reserves the right to return any over shipment in excess of the allowance at Seller's expense.

22. Packing and Shipping Instructions Seller agrees to insure that all shipments are properly packed and described in accordance with Buyer's specifications and/or applicable carrier regulations. Shipments will be made at the lowest freight charges. Buyer may assist Seller by providing freight classifications or classifying material. Seller will not insure or declare value on shipments except on parcel post, unless Buyer specifies otherwise. On shipments where value is declared, Seller will ship prepaid insured for the minimum declared customs value to facilitate tracing. When shipping United Parcel Service (or other similar means), Seller will ship freight prepaid. Seller shall consolidate air and surface shipments daily on one bill of lading per mode to avoid premium freight costs, unless instructed otherwise by Buyer. In case of any shipment that does not correspond to normal past practice between Buyer and Seller or to standard practice in the industry, Seller agrees to notify Buyer's traffic department at least seventy-two (72) hours prior to shipment for special shipping instructions. Each box, crate or carton will show Buyer's full street address and purchase order numbers regardless of how shipped. On United Parcel Service (or other similar means) or parcel post shipments, a packing list shall accompany each container and shall describe the contents of that container. On other shipments, Seller will provide a packing list to accompany each shipment, referencing the appropriate purchase order number. The bill of lading also will reference the purchase order number. Seller is responsible for packing any shipment correctly based on the carrier/mode utilized. Charges for packing and crating shall be deemed part of the purchase price, and no additional charges will be made therefore unless specifically requested by Buyer on the purchase order. Seller agrees to ship via the carrier specified by Buyer.

All premium freight cost incurred by Buyer or Seller beyond that specified by Buyer shall be borne by Seller. Seller is responsible for all shipments which are damaged in transit due to improper packaging, improper judgement or any other act or omission of Seller, shipper or carrier. Shipping terms used on the face hereof shall have the meanings assigned to them by Incoterms 1990.

23. Returns Defective Goods shall be returned freight collect to Seller. Replacement Goods shall be sent freight prepaid from Seller, who will absorb the burden of prompt transportation when defective or replacement Goods place critical time or delivery schedule constraints on Buyer.

24. Inspection; Records All Goods and Services will be subject to inspection and tests by or on behalf of Buyer during manufacture and at all times and places to the extent practicable. Seller shall provide and shall require all of Seller's subcontractors to provide an inspection acceptable to the inspector. If an inspection or test is made by Buyer or any government on the premises of Seller, Seller shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. Seller agrees to include in each subcontract Seller might make hereunder appropriate provisions to the same effect.

25. Vendor Ownership Change Seller is required to submit immediately in writing to Buyer notification of the following:

(a) acquisition by or merger with any other entity;

(b) majority or controlling interest obtained by any other entity.

26. Confidential Information "Information" means all information, data, know-how and documentation which Seller learns or receives from Buyer, except that which Seller can establish: (a) was on the date hereof generally known to the public; (b) became generally known to the public after the date hereof other than as a result of Seller's act or omission; (c) was contained in documents and rightfully known to Seller prior to Seller learning or receiving same from Buyer; (d) was disclosed by Buyer to third parties generally without restriction on use and disclosure; or (e) Seller lawfully received from a third party without that third party's breach of agreement or obligation of trust.

All information is confidential and proprietary to Buyer. Information shall at all times remain Buyer's exclusive property. Seller shall not permit any person to reproduce or copy any portion of the Information. All information and all copies thereof shall be returned to Buyer promptly after completion of Seller's performance hereunder or termination or expiration of this order. Seller shall use Information only to the extent necessary for Seller to perform Seller's obligations to Buyer hereunder. Seller shall not disclose Information to or permit access to Information by any third party except employees of Seller with a legitimate need to know Information to permit Seller to perform its obligations hereunder. The provisions of this paragraph shall survive termination, cancellation or expiration of this order.

27. Severability If any provision of these Terms and Conditions of Purchase is found to be invalid or otherwise unenforceable, the further provisions herein will remain fully effective and the parties will be bound by obligations which approximate, as closely as possible, the effect of the provision found invalid or unenforceable, without being themselves invalid or unenforceable.