

1. Area of application

With regard to all orders placed with Qioptiq Photonics GmbH & Co. KG, the following General Terms and Conditions of Business shall apply exclusively. They shall also apply with regard to all future consignments delivered, services rendered and offers made to the Customer, even if they are not separately agreed in each case. Derogating, conflicting or supplemental general terms and conditions of business of the Customer shall only form an integral part of the contract in so far as we have expressly agreed in writing to the application thereof. This requirement of consent shall apply in all cases, for instance also if we execute a delivery unconditionally in the knowledge of conflicting or derogating general terms and conditions of business of the Customer.

2. Orders

2.1 Our offers are subject to confirmation and shall not be binding. Ordering of goods by the Customer shall be deemed a binding contract offer. Unless otherwise stated in the order, we shall be entitled to accept such contract offer within three weeks of receipt by us. Delivery of the goods may also constitute formal acceptance by us.

2.2 Our order confirmation must be carefully checked by the Customer. Any discrepancies from the order must be notified to us immediately.

2.3 All information contained in our printed documentation relating to design, dimensions and weight shall only be approximate unless usability for the contractually intended purpose requires precise conformity. If precise conformity is required by the Customer, this must be indicated by the Customer when placing the order.

2.4 Call-off orders must be taken up within one year unless otherwise agreed in writing.

3. Prices

3.1 Unless otherwise agreed in writing, prices shall apply as per the price list in force at the time of conclusion of contract. The prices indicated are ex works and exclusive of cost for transportation, packaging and value added tax in the respective statutory amount.

3.2 In so far as shipping has been agreed, all of our consignments shall be insured by us against transportation risks for the account of the Customer. Any customs duties, fees, taxes and other public levies shall be borne by the Customer.

3.3 Unless expressly otherwise agreed in writing, upon receipt of the goods, the packaging material shall pass into the ownership of the Customer. This shall relate in particular to outer packaging, transport packaging and product packaging. We do not take back transport packaging or any other packaging pursuant to the Packaging Ordinance (*Verpackungsverordnung*).

4. Terms and conditions of payment

4.1 Unless otherwise stated in our order confirmation, the purchase price shall be due for payment without discount within 30 days from the invoice date. Payment by bill or cheque accepted by us shall only be deemed made once cashed or discharged, whereby discount charges shall be borne by the Customer. In addition, the respective payment terms as stated in the current price list shall apply.

4.2 If the Customer does not make payment by the due date, he shall be deemed in default without further notice. In such an event, we shall be entitled to claim default interest from the Customer in the sum of eight percentage points above the respectively valid base rate of the Deutsche Bundesbank. Any damages claims shall remain unaffected.

4.3 In the event of payment default, we shall be entitled to immediately claim all outstanding amounts owed. The same shall apply if circumstances exist which significantly impair the Customer's creditworthiness or give rise to justified doubts as to the creditworthiness of the Customer (such as in particular unsuccessful seizure, failure to honour bills or cheques, petition for institution of composition or bankruptcy proceedings).

4.4 Claims secured by bills shall also be included in the right to demand immediate payment of all claims pursuant to the terms of clause 4.3 above.

5. Place of performance, delivery, transfer of risk and formal acceptance

5.1 Unless otherwise agreed in writing, place of performance with regard to all obligations under the contractual relationship shall be Göttingen, Germany. Unless otherwise stated in these General Terms and Conditions of Business, the Incoterms 2010 EXW shall be deemed agreed.

5.2 The delivery times as indicated in our order confirmation shall apply. Unless otherwise agreed in writing, the delivery times indicated are to be understood merely as guidelines and shall not be binding.

5.3 In the event that we should be temporarily prevented from rendering services due to force majeure, acts of a state authority - whether or not these relate to the territory of the Federal Republic of Germany or territories from which and/or through which deliveries of supplies to us are undertaken -, disaster, war, civil unrest or strike in our own plants, despatch facilities, supplier companies or in relation to means of transportation, and we thereby cannot meet agreed performance deadlines, we are entitled to make good the performance at a later date. In so far as a performance time was agreed, this shall be reasonably extended as a result of the events described in sentence 1 above. In this regard, the Customer shall have no claims for non-performance or delayed performance. We shall inform the Customer immediately in writing of the occurrence of such events.

5.4 If, in an individual instance, not all goods ordered should be in stock, we shall be entitled to effect part delivery if the part consignment can be used by the Customer within the framework of the contractually intended use, delivery of the remaining goods ordered is assured and the Customer does not incur any significant additional expenditure as a result of part delivery.

5.5 In addition, we are entitled to effect excess and short deliveries of up to 10%.

5.6 The risk of accidental destruction and accidental deterioration of the goods as well as the risk of delay shall pass to the Customer as soon as the goods are delivered to the carrier, the forwarding agent or other person charged with shipping the goods.

5.7 The Customer shall be under a duty to examine the goods supplied by us immediately upon receipt, in so far as this is feasible in the normal course of business. Evident defects must be notified by the Customer to us in writing without delay and in any event no later than within five working days of delivery of the goods or rendering of the service. Defects not evident upon examination but which subsequently become apparent must be notified by the Customer to us in writing without delay and in any event no later than within five working days of discovery. The Customer must describe the respective defect in as much detail as possible. If the Customer omits notification, then the goods shall be deemed as having been approved notwithstanding the defect in question.

6. Liability for defects

6.1 Unless otherwise stated below, the statutory rules shall apply as regards the rights of the Customer in the event of material and legal defects (*Sach- und Rechtsmängel*) including incorrect delivery and short delivery as well as improper assembly or defective assembly instructions). In all instances, the special statutory provisions upon end supply of the goods to a consumer shall not be affected (supplier's right of recourse pursuant to Sections 478 and 479 of the Civil Code (*Bürgerliches Gesetzbuch*, BGB)).

6.2 We assume no guarantee with regard to condition or durability or any other guarantee unless we have in an individual instance given a written pledge identified as a guarantee. In the event of a minor reduction in value and/or suitability of the goods, the Customer shall also not have any claims to liability for defects.

6.3 In the event of a prompt and substantiated notice of defects, we shall either remedy the defect or supply a replacement item free of defects as we shall see fit. We shall be entitled to effect at least three substitute performance attempts.

6.4 The Customer shall be under a duty to give us a reasonable amount of support free of charge as required within the framework of work to remedy defects.

6.5 With regard to entitlement to damages, the general restrictions on liability pursuant to clause 7 below shall apply.

6.6 The time limit applying to liability for claims due to defects shall be 12 months with effect from delivery and/or, in so far as relevant, from formal acceptance. This shall not apply if we are liable for damages pursuant to clause 7.6 of the general liability provision.

7. Liability

7.1 Subject to the provisions contained in the following clauses 7.2 - 7.7, we shall only be liable, irrespective of the relevant legal grounds, for losses caused due to our intentional or grossly negligent conduct.

7.2 With regard to losses based on other conduct, we shall only be liable in so far as we culpably breach a duty, compliance with which is of particular significance for the purpose of achieving the contractual object (a primary contractual duty, *Kardinalpflicht*). If we are entrusted with items of property belonging to the Customer, we shall only be liable for not adhering to the same standard of care as the customer exercises in respect of its own property. In the aforementioned instances, our liability shall be limited to such losses as could be typically anticipated within the framework of the contractual relationship.

7.3 Typical losses within the meaning of clause 7.2 are maximum losses of 1 Mio US\$ per liability case, limited to a maximum of 7 Mio US\$ per year.

7.4 Any liability for losses arising from injury to life, body or health, from the assumption of a guarantee or a procurement risk, as well as under the Product Liability Act (*Produkthaftungsgesetz*) shall not be affected.

7.5 In the context of production according to third-party drafts and specifications, we assume no liability in respect of the infringement of intellectual property rights of third parties.

7.6 If we act with intent or gross negligence as well as in the context of losses arising from injury to life, body or health, the statutory time limits shall apply in place of the time limits for defect claims stated in clause 6.6 of the above provision on liability for defects.

7.7 In so far as, under the above clauses 7.1 - 7.6, our liability is excluded or limited, this shall also be valid for the benefit of our employees and/or other vicarious agents in the event of a direct claim against our employees and/or other vicarious agents on the part of the Customer.

8. Retention of title

8.1 We retain title to the goods supplied until all claims under the business relationship existing with us have been paid in full. For as long as claims exist under the business relationship, we shall be entitled to take back the goods in the event of payment default, without this amounting to a withdrawal from the purchase contract.

8.2 The Customer shall be entitled to resell the item purchased in the ordinary course of business. The claims arising from resale shall hereby be assigned to us by way of security. The same shall apply with regard to other claims that may take the place of the item purchased or which otherwise arise with regard to the item purchased, such as insurance claims or claims arising in tort upon loss or destruction. In the event that the goods are sold by the Customer together with other goods not belonging to us, the purchase-price claim shall only be deemed assigned to us in the amount of the value of the goods supplied by us.

8.3 The Customer is authorized to collect the ceded claims as long as it has met its payment duty in relation to us, has not fallen into payment arrears and in particular no petition has been filed for institution of insolvency proceedings. Otherwise we may insist that the Customer shall notify us of the claims assigned and the relevant debtors, provides all information required for collection, surrenders to us the related documentation and informs the third parties as to the assignment.

8.4 We undertake to release the security due to us at the request of the Customer in so far as the realizable value of our security exceeds the claims to be secured by more than 20%. The choice of security to be released shall be incumbent upon us.

8.5 Upon infringement of our ownership rights by third parties, in particular in the event of confiscation or attachment in respect of the goods subject to retention of title, the Customer must notify us immediately in writing and inform the third party of our ownership rights. The Customer shall bear all costs incurred in remedying the infringement of our rights.

8.6 Findings and technical data created by us in the context of developing products to be produced on the instructions of the Customer shall always remain our property even if we invoice the Customer the pro-rata costs in respect thereof.

9. Tools and type specific tools

In so far as we charge pro-rata costs for tools or type specific materials, the tools shall remain our property also after payment has been made. We merely undertake with regard to subsequent orders placed within a reasonable time to use such tools for production without charging again for the same.

10. General

10.1 No offsetting rights may be asserted against us. This shall not apply with regard to claims against us which are undisputed, established as *res judicata* in a court of law, or which have been acknowledged by us.

10.2 Rights of retention or other rights to withhold performance may only be asserted against us in so far as they are based on claims of the Customer from the respective order on the basis of which we are asserting payment claims against the Customer.

10.3 Any amendments or additions to these General Terms and Conditions of Business must be made in writing. This shall also apply with regard to any amendment to this written-form clause.

10.4 These General Terms and Conditions of Business as well as the interpretation and generation hereof shall be subject exclusively to German law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) are excluded.

10.5 The contractual language shall be German.

10.6 Exclusive place of jurisdiction with regard to all claims against merchants and public corporations shall be Göttingen, Germany, with regard to all types of proceeding. We shall additionally be entitled to take proceedings against the Customer at its general place of jurisdiction. In such event, the Customer shall be under a duty to reimburse our costs of legal prosecution and enforcement including the costs and fees of the lawyers engaged even if, under the provisions of the local law, these are not owed.

10.7 In the event that any term of these General Terms and Conditions of Business should be or become wholly or partially invalid, this shall not affect the validity of the other provisions hereof. Any invalid provision shall be replaced by such a term as is legally possible and which comes as close as possible in terms of content to the invalid term which it replaces and also corresponds as closely as possible to the evident economic interests of the parties in the invalid provision. The same shall apply by way of analogy with regard to any omissions.

10.8 In the event of conflicts or inconsistencies between this English translation of our General Terms and Conditions of Business and the original German version, the German version shall take precedence.