

Terms and Conditions of Ordering

1. Orders and order confirmations

- (1) The company DILAS Diodenlaser GmbH (the Customer) may withdraw the order if the Contractor fails to accept this in writing within two weeks of receipt (Order Confirmation).
- (2) If the Order Confirmation deviates from the order, then the Customer shall only be bound by this if he has accepted the deviation in writing. Any general terms and conditions of business of the Contractor which deviate from these Terms and Conditions of Ordering shall be valid only if the Customer has agreed to these in writing. The acceptance of goods or services as well as payments shall not be deemed to constitute acceptance.
- (3) The Terms and Conditions of Ordering of DILAS Diodenlaser GmbH shall also apply to all future deliveries of goods or services.
- (4) All agreements and orders as well as their retrospective amendment and augmentation must be made in writing in order to be valid. No collateral agreements have been reached.

2. Delivery period

- (1) The punctuality of deliveries shall be defined by the time of their receipt at the place of reception specified by the Customer, while the punctuality of deliveries which include erection or assembly as well as of services shall be defined by the time of their acceptance.
- (2) In the event of a manifest delay in a delivery or service, the Customer must be notified thereof without delay in writing about the reasons for this, must be informed about the expected duration of the delay, and his opinion must be obtained.
- (3) Partial deliveries shall only be permissible following clearance from the Customer.

3. Transfer of risk and forwarding

- (1) In the case of deliveries which include erection or assembly as well as of services, the risk shall be transferred at the time of acceptance, while in the case of deliveries which do not include erection or assembly the risk shall be transferred at the time of receipt by the Customer at the place of delivery specified by the Customer.
- (2) Insofar as not otherwise agreed, the forwarding costs shall be borne by the Contractor. In the case of prices stipulated ex works or ex sales warehouse of the Contractor, the respective most cost-effective means of forwarding must be used, insofar as the Customer has not defined a specific means of forwarding. Any additional costs incurred due to failure to adhere to the rules governing forwarding shall be borne by the Contractor. In the case of prices stipulated free recipient, the Customer may likewise specify the means of forwarding. Any additional costs incurred for a possible express delivery required to ensure compliance with a delivery deadline shall be borne by the Contractor.
- (3) A package certificate or delivery note detailing the contents and the complete order number, the item and material number as well as if necessary the serial number must be enclosed with each delivery. The dispatch must be notified without delay with reference to the same details.
- (4) Packaging must be collected from the Customer by the Contractor. The costs of collection shall be borne by the Contractor.

4. Invoices

Invoices must detail the order references, the item and material numbers as well as the statistical goods numbers. The invoices must furthermore specify the origin of the goods and the necessary certificate of origin required for the relevant customs processing must be enclosed. Invoices must be drawn up and submitted in duplicate. Insofar as these details or the invoice duplicate are lacking, invoices shall not be payable. Invoice duplicates must be indicated as such.

5. Payments

- (1) Payments shall be performed, insofar as not otherwise agreed within 14 days with a 3% discount within 30 days with a 2% discount within 90 days net.
- (2) The payment deadline shall begin as soon as the delivery or services have been fully performed, accepted and the properly drawn-up invoice has been received. Furthermore, discounts may even be deducted if the Customer offsets or retains payments to a reasonable level on the grounds of defects; the payment deadline shall commence following the complete rectification of the fault.
- (3) Payments shall not be deemed to indicate recognition of the goods delivered or services rendered as being contractually compliant.
- (4) The Customer shall reserve the unrestricted right to offset and to enforce retention entitlements.

6. Force majeure

Force majeure, labour conflicts, plant interruptions not caused by fault, civil commotions, official measures and other unavoidable events, insofar as these are not temporary in nature, shall entitle the Customer to withdraw from the agreement wholly or in part, without prejudice to his other rights.

7. Rights in the event of defects

- (1) The Contractor guarantees the full absence of defects with respect to all functionalities.
- (2) The Customer shall enjoy full statutory entitlements in the event of a defect.
- (3) The Customer is entitled to rectify the defect himself at the expense of the Contractor, if there are risks associated with a delay or if the matter is of particular urgency.
- (4) The limitation period for material or legal defects is three years, and shall commence at the time of delivery. In the case of deliveries made to locations

at which the Customer executes orders outside his works or workshops, the limitation period shall commence at the time of acceptance by the client of the Customer.

- (5) Defect notifications may be issued within one month following the delivery of the goods or the rendering of the services or, insofar as the defects are noticed only at the time of the utilisation or processing or deployment, within one month following the discernment thereof. With respect to the checking of the goods, the performance of random checks shall suffice.
- (6) The Contractor shall bear the cost and risk of the return dispatch of defective goods.

8. Passing on orders to third parties

The passing on of orders to any third party shall be subject to the written consent of the Customer, and shall entitle the Customer to withdraw wholly or in part from the agreement as well as to demand compensation.

9. Provision of materials

- (1) Materials which have been provided shall remain the property of the Customer and must be stored separately, labelled and administered free of charge. These may only be used for the orders of the Customer. In the event of a fall in their value or their loss, the Contractor shall be obliged to pay compensation. This shall also apply to the authorised assignment of order-related material.
- (2) The processing or moulding of the material shall be performed for the Customer. The Customer shall be the direct owner of the new or moulded object. Should this not be possible for legal reasons, then the Customer and the Contractor are in agreement that the Customer shall be the owner of the object at every moment of the processing or moulding works. The Contractor shall hold the new object in safekeeping on behalf of the Customer free of charge with the diligence of a prudent businessman.

10. Tools, moulds, samples, confidentiality

The Customer shall be the direct owner of the tools and moulds produced on behalf of the Customer by the Contractor or by a third party commissioned by the Contractor.

Tools, moulds, samples, models, profiles, drawings, standard sheets, print designs and instructions made available by the Customer may not be made available to any third party or used for any non-contractual purpose without the written consent of the Customer. The same applies to objects produced using these items. These must be kept protected from unauthorised access or utilisation. Save as stipulated by further rights, the Customer may demand their surrender at any time. The Contractor shall not enjoy any right of retention on the grounds of asserted counterclaims.

The Contractor is obliged to insure the tools and moulds owned by the Customer at his own expense and at new value against fire, water and theft losses. At the same time, the Contractor shall assign to the Customer in advance all compensation entitlements arising out of this insurance, and the Customer shall herewith accept this assignment. The Contractor is obliged to conduct at his own expense and in good time any necessary maintenance and inspection works required by the tools and moulds of the Customer, as well as all service and repair works. He must report any possible malfunctions to the Customer without delay. Should he culpably fail to do this, then he shall be liable to pay compensation to the Customer.

The Contractor shall not make any information obtained from the Customer available to third parties, insofar as this is not in the public domain or became known to him by other legal means.

11. Assignment of claims

Claims may only be assigned with the written consent of the Customer.

12. Insurance

The Customer shall take out transport insurance for the deliveries. The Contractor must impose a forwarding, logistics and warehouse insurance certificate prohibition upon the forwarding agent. Any possible forwarding, logistics and warehouse insurance certificate premiums shall be borne by the Contractor.

13. Supplementary provisions

Insofar as not stipulated by the Terms and Conditions of Ordering, the statutory provisions shall apply.

14. Place of jurisdiction, place of performance and applicable law

- (1) Insofar as the supplier maintains a commercial enterprise, the place of jurisdiction for all disputes arising directly or indirectly out of the contractual relationship shall be Hamburg or Munich in accordance with the choice of the Customer. The same shall apply to Contractors who do not have a general place of jurisdiction in Germany, or whose postal address or normal place of residence at the time the legal proceedings are brought cannot be determined. The Customer shall furthermore be entitled to choose to take legal proceedings against the Contractor at the court with jurisdiction over his legal domicile or his branch office or at the court with jurisdiction for the place of performance.
- (2) The contractual relationship and all disputes arising directly or indirectly therefrom shall in every instance be governed by the laws of the Federal Republic of Germany subject to the exclusion of all the conflict-of-laws provisions of the Vienna United Nations Convention on Contracts for the International Sale of Goods.

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