

## I. General

1. The following conditions of sale and delivery are a part of all the delivery contracts of the firm of OSA Opto Light GmbH, insofar as no other written agreements have been made. Only our conditions of sale are valid.
2. Different conditions of the clients, which we do not expressly accept, are not binding for us, even when we do not expressly contradict you.
3. These general sales and delivery conditions shall thus also apply to any future business relationships, even if they are not expressly stipulated again.
4. The conditions of sale and delivery shall apply to all deliveries of the OSA Opto Light GmbH, independently of the legal nature of the contract on which the delivery is based. Therefore, they apply for sales contracts as well as for contracts to manufacture, contracts for work, labor and material, and for combined contracts.

## II. Offer and conclusion of a contract

All the price estimates and documents which belong to an offer, such as photocopies, drawings, details of weight, measurements, achievements and running costs, are only approximately relevant unless they have been expressly described as binding. We retain the right of possession and patent rights of cost estimates, drawings, and all other documents handed over. They may not be passed on to a third party, and must be sent back to us immediately on request or on non-fulfillment of the contract.

## III. Orders and technical queries by telephone

Orders and technical queries by telephone are completed as understood. We do not accept any responsibility for mistakes which can arise as a result of the telephone call. The costs for the incorrect execution are borne in all cases by the client.

## IV. Delivery

1. Our written confirmation of the contact is decisive, additional agreements and alterations need to be confirmed by us in writing.
2. Partial deliveries of the OSA Opto Light GmbH can only be refused if they constitute a considerable disadvantage for the orderer.

## V. Prices

1. The prices apply Ex works Berlin, insofar as no other stipulations are made. VAT is added to the prices at the normal legal rate.
2. The prices are calculated on the basis of the cost on the day of the offer. In cases of alteration of the cost-factors such as materials, wages, transport and other production costs, we retain the right to adjust the price accordingly.
3. The shipping costs shall be paid by the orderer. Insofar as OSA Opto Light GmbH is obligated in accordance with the Packing Act to take back used packing material, the orderer shall pay the cost for the return transport of the used packing materials and the reasonable cost for processing it. Insofar as the returned packing material can not be re-used, the orderer shall pay the costs incurred by OSA Opto Light GmbH for material processing of it. Additionally, the orderer shall pay any costs incurred through the return of the transport packing material by customs duties, customs clearance, taxes and levies.
4. If, after closing of the contract, OSA Opto Light GmbH should become aware of circumstances that justify doubt about the credit rating of the orderer, OSA Opto Light GmbH can, in deviation from the above or otherwise arranged conditions of payment, request either pre-payment or collateral security for the amount of the total price agreed upon and demand immediate payment of all claims from the business relationship.

## VI. Conditions of pay

1. Our bills are to be paid net within 30 days of receipt.
2. You are not allowed to keep back any payment or any balance because of any counterclaims by the client that are disputed by us.

## VII. Retainment of possession

1. All deliveries take place with reservation of proprietary rights. The delivered goods shall remain the property of our company until payment of the sale price and any other claims, and until settlement of any accounts receivable from the party ordering.
2. Should the delivered goods be altered by the clients to a new object, the alteration takes place for us. We are hereby considered to be the manufacturer. The client may not claim ownership (see § 950 Federal Book of Law).
3. When altering other goods that do not belong to us, we claim co-ownership of the new object in proportion of the value of the goods delivered by us and the other goods at the time of processing. The object is regarded as provisional goods in the sense of these conditions. The client is permitted to sell to another party the goods, the mixed constituents, or the new object in normal business, but he may not either pawn or transfer ownership of goods regarded as provisional to a third party until they have been fully paid for; in addition he is under obligation to inform us immediately of seizure by a third party.
4. The client cedes to us his proceeds from the sale of provisional goods to a third party in such an amount as the value of the provisional goods.
5. If conditional goods, owned partially by us, should be sold to a third party, the party ordering shall immediately transfer his claims from further sale to us to the extent corresponding to our share of ownership.
6. We authorize the client until further notice to collect the proceeds from the sale to a third party, we shall not use our own authority to collect the proceeds as long as the client fulfills his obligations to pay. When we so demand, the client must name to us the party owning the ceded proceeds and announce to them the cession.
7. If the value of the securities exceeds our claims by more than 20 %, we shall, upon request of the purchaser, release securities at our discretion to that extent.

## VIII. Delivery time

1. With a compulsory agreement of delivery times, the delivery time is observed if the object to be delivered has left our factory by the end of the delivery period or if the readiness for delivery has been announced.
2. The delivery period is extended accordingly situations within the framework of industrial action or on the appearance of unpredicted obstacles which are beyond our wishes and our field of responsibility insofar as these obstacles verifiably have a considerable influence on the completion or delivery of the object to be delivered. This is also the case then circumstances interfere with the delivery

## IX. Shipment

Shipment takes place at the clients risk; this is also the case with carriage-prepaid delivery. Transport insurance policies arranged if the client requests them, and at his expense.

## X. Express Warranty Rights of the Orderer

1. The OSA Opto Light GmbH is liable both for defects in the subject of the contract at the time of transfer of risk and for defects, which nullify or considerably reduce the value or the usability of the subject of the contract in accordance with the contract as well as for the presence of warranted qualities at the time of transfer of risk.
2. The OSA Opto Light GmbH is not liable for defects, however, that arise due to the following reasons:  
Unsuitable or improper use, faulty assembly or putting into operation by the orderer or third party, normal wear, faulty or negligent handling, unsuitable operating materials, substituted materials, deficient construction work, unsuitable construction site, chemical, electrochemical or electronic influences, insofar as these are not found to be based on a fault of the supplier.
3. If the subject of the contract contains defects which also include the absence of expressly warranted qualities, the orderer initially has only the right to request remedy, whereby the OSA Opto Light GmbH after a fair estimate can choose between removal of the defect or replacement of the delivery. Parts replaced shall thereby become the property of the OSA Opto Light GmbH.
4. Insofar as the nature of the defect does not require repair at the place of installation, the orderer is to send the defective parts to the OSA Opto Light GmbH for repair or replacement. In such a case the warranty obligation of the OSA Opto Light GmbH with respect to the defective part is considered to be fulfilled when it returns the properly repaired part or sends a corresponding replacement part to the orderer.
5. If the defective part is a product delivered by a third party, then the liability of the OSA Opto Light GmbH is limited initially to relinquishment of the claims for liability to which the OSA Opto Light GmbH is entitled against the third party. The liability of the OSA Opto Light GmbH is not revived until after previous judicial recourse of the third party through the orderer.
6. The orderer is obligated to examine the subject of the contract upon receipt without delay and to notify the OSA Opto Light GmbH of discernible defects without delay. This obligation of immediate notification also applies if a defect becomes apparent at a later time. If the orderer fails to inform OSA Opto Light GmbH, the subject of the contract is considered to be approved.
7. If it can be shown that the remedy has failed the orderer is entitled either to cancellation of the contract (conversion) or a reduction in price (depreciation).
8. The immediate costs of the remedy shall be paid by the OSA Opto Light GmbH. Number 4 of this section is to be given special attention in this respect.
9. Instead of remedy the orderer can request indemnity if the subject of the contract is a warranted quality at the time of transfer of risk.
10. The statute of limitations for claims due to defects is 6 months.

## XI. Cancellation rights

We can cancel the contract wholly or partly if unpredicted events considerably after the economic significance or the contents of the production or have a considerable effect on our factory or if the economic situation of the client considerably deteriorates. In the event that performance of the order should subsequently prove to be impossible at no fault of our own, we reserve the right to totally or partially withdraw from the contract. Before using our rights to cancel the contract we shall inform the client immediately as soon as the extent of the event is known. There are no compensation claims for the client in the case of such a cancellation.

## XII. Liability

1. Liability on the part of the OSA Opto Light GmbH for consequential damages (including consequential defects damages) is excluded.
2. Claims of the orderer for indemnity due to damages, for whatever legal reason, not based on intent or gross negligence of the OSA Opto Light GmbH are excluded, insofar as the damages are not based on violation of contractual obligations the fulfillment of which first enable the proper execution of the contract.
3. Claims of the orderer due to slight negligence, insofar as an exclusion is not already in effect based on XII. 1 and 2, are limited in the amount of indemnity for the damage that the OSA Opto Light GmbH must have been able to foresee as a possible consequence of a violation of the contract (typical foreseeable damage).
4. The above limitations of liability do not apply in case on which product liability laws provide for liability for personal and material damage to privately used objects in case of defects in the delivery item.

## XIII. Place of jurisdiction and place of performance

1. Place of jurisdiction for all disputes arising from the contractual relationship is, if the orderer is a general merchant, a juristic person of public law or a separate estate under public law, the commercial domicile of the OSA Opto Light GmbH.
2. Place of fulfillment is the commercial domicile of the OSA Opto Light GmbH.
3. Regarding the inclusion of these conditions of delivery of the OSA Opto Light GmbH and for all legal relationships that may arise from the contract and/or resulting business for the parties to the contract and their legal representatives, only the legal system of the Federal Republic of Germany is applicable. This choice of jurisdiction as well as the foregoing agreement on the place of jurisdiction is also governed by the legal system of the Federal Republic of Germany. The UN law on sales (Agreement of the United Nations of 11 April 1980 concerning contracts for the international sales goods) is not applicable.