

## SCHÖLLY FIBEROPTIC GMBH

### General Terms and Conditions of Purchase

#### 1. Scope of application

These General Terms and Conditions of Purchase shall apply to all orders placed with our suppliers including those placed in the future.

Terms and conditions of the supplier are binding for us only if and insofar as we expressly recognize them in writing before concluding the contract.

If conditions deviating from these conditions are agreed for a specific order, these shall take priority over these General Terms and Conditions, which shall apply in addition.

#### 2. Placing of orders

Only orders made in writing on our order form and properly signed with two signatures shall be valid. This shall also apply to supplements to and modifications of orders. Orders placed orally or by telephone must always be confirmed by us in writing to become effective.

#### 3. Acceptance of orders

All orders shall be acknowledged by the supplier in writing indicating the price and time of delivery in a binding way. We shall be entitled to cancel the order if we do not receive the acknowledgment of order within 8 days.

#### 4. Delivery

Agreed delivery dates are binding. Compliance with the agreed date of delivery shall be determined by the date of receipt of the goods by our Receiving Department.

All deliveries shall be accompanied by a delivery note in duplicate indicating the order number, item number, product designation with relevant material number of SCHÖLLY and specified delivery site. Where necessary, instructions for use and maintenance manuals shall also be sent with the delivered goods.

The supplier undertakes to take back free of charge all packaging material of the products delivered (transport, secondary and sales packaging) in accordance with statutory regulations or to collect them at a recycling point set up by us.

If the supplier realizes that delivery cannot be effected in time, he shall notify us without delay indicating the reason and the expected duration of the delay. The unconditional acceptance of a delayed delivery does not constitute a waiver of claims to which we are entitled due to the delayed delivery. Any further rights and claims for damages shall remain unaffected.

#### 5. Prices and terms of payment

Unless otherwise indicated in the order, the prices stated therein are fixed prices.

Payment shall be effected in accordance with the conditions specified in the order after receipt of the invoice and the goods.

#### 6. Shipping to SCHÖLLY

Goods shall be shipped ex works supplier on the basis of the Incoterms in force at the time. When shipping goods subject to customs duties, classification into the appropriate customs tariff numbers shall be clarified with our Shipping Department in advance in order to avoid unnecessarily high customs duties.

The supplier undertakes to choose the carrier desired by us together with our Purchasing Department and to send deliveries made on the same day in one consignment to avoid additional shipping and packing costs as well as long terms of delivery.

#### 7. Retention of title

Upon payment of the goods full ownership shall pass to us. Retention of title on the part of the supplier is not recognized by us.

#### 8. Prohibition of assignment

The supplier shall not be entitled to assign or pledge his claim.

#### 9. Withdrawal from the contract

In case of force majeure resulting in a decline of demand we shall be entitled to withdraw from the order in whole or in part excluding any claims for damages.

#### 10. Warranty

The supplier shall deliver the goods and performances free of defects and guarantees certain properties. In particular, he warrants that the goods and performances to be delivered correspond to the state of the art, the generally recognized safety provisions for technical and medical devices issued by authorities and trade associations, if applicable, and comply with the applicable legal provisions.

We undertake to inspect the goods for deviations of quality or quantity within a reasonable period of time; a complaint shall be deemed to have been made in time if it is received by the supplier within 5 work days from delivery of the goods or in case of hidden defects from discovery of the defect. In such case, the supplier waives his right to make an objection on the ground of a belated notification of a defect of the goods.

The limitation period for claims based on defects for any legal reason whatsoever shall be at least 24 months from the passage of the risk; longer contractual or statutory limitation periods shall remain unaffected.

If a defect is detected within the period of limitation, it is assumed that said defect was present at the passage of the risk already, unless this assumption is not consistent with the kind of the defect.

If there is a defect, we shall be entitled to demand subsequent performance pursuant to the legal provisions. In this context, we shall have the option to choose how the defect is to be remedied. The costs of remedying the defect shall be borne by the supplier.

If the supplier fails to fulfil his obligation to remedy the defect within the fixed time limit, we shall be entitled to remedy the defect at the expense and risk of the supplier or to have such defect remedied by any third party.

Rejected goods shall be sent back to the supplier free of transportation charges for us.

#### 11. Product liability

The supplier shall indemnify us against any direct and indirect claims of any third parties within the scope of product liability and the manufacturer's liability attributable to a defect of the delivery item, provided that the defect was caused within his area of responsibility and control.

In cases as defined in paragraph 1, the supplier shall also compensate us for any expenses and costs incurred by us for any corrective measures deemed necessary in terms of kind and volume, e.g. public warnings or recall actions. We will inform the supplier about such measures without delay. Further statutory measures shall remain unaffected.

#### 12. Third-party property rights

The provisions of this clause shall apply only if the delivery items have been developed by the supplier or are goods for resale.

The supplier warrants that the delivery item is produced and delivered free of any third-party property rights and that its use does not violate any property rights of any third parties. This includes but is not limited to patents, trademarks and other recognized intellectual property rights.

In as far as a violation of third-party property rights is caused by the delivery item, the supplier shall bear all costs for fending off claims of any third parties and shall indemnify and hold us harmless from and against any and all claims resulting from the use of such property rights provided that he is responsible for the violation. Within reasonable time, the supplier shall either obtain the relevant permission at his expense or modify or exchange the respective parts of the delivery item such that its use does no longer conflict with the property rights of any third parties and simultaneously corresponds to the contractual agreements.

#### 13. Confidentiality

The supplier undertakes to treat any business, operational and technical matters of SCHÖLLY that have or will become known to him in connection with the delivery as confidential also after termination of the contractual relationship as long as and as far as such information has not become part of the public knowledge in some other way or SCHÖLLY has renounced confidentiality in writing.

#### 14. Obligation to return documents etc.

Patent specifications, manufacturing instructions, quality specifications and similar documents as well as any tools for production, resources, samples, drawings etc. made available by us to the supplier for the execution of orders shall remain our property. They shall not be disclosed to any third party and, unless otherwise agreed, shall be returned to us immediately after execution of the order. Copies of the above-mentioned documents shall be destroyed after termination of the contractual relationship.

#### 15. Final clauses

The place of performance shall be Denzlingen.

The contractual relationship shall be governed by the law of the Federal Republic of Germany.

Standard clauses shall be interpreted according to the Incoterms in force at the time of concluding the contract.

Freiburg shall be the exclusive place of jurisdiction. SCHÖLLY reserves the right to sue the supplier at his place of business according to the law applicable there.

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