



SCHÖILLY FIBEROPTIC GMBH

General Terms and Conditions of Sale

1. Scope of application

All offers and contracts on the delivery of goods are subject to the Seller's General Terms and Conditions of Sale. The Buyer's general conditions of purchase and other diverging conditions shall be binding only if they have been explicitly recognized by the Seller in writing.

These terms and conditions shall also apply to any further business relations, even if they are not expressly agreed again.

2. Prices

The prices of the Seller's current pricelist are subject to change without notice, ex works net, without customs and duties, unless expressly agreed otherwise.

3. Delivery

Dates of delivery shall be valid after being expressly acknowledged in writing. They shall be deemed to have been met if the goods have been advised as being ready for dispatch on the agreed date. The Seller shall be entitled to effect partial deliveries. Delivery shall be made ex works Denzlingen (EXW Denzlingen) in agreement with the Incoterms in force at the time.

The Seller shall be exempt from the obligation to deliver as long as the Buyer is in default with any payment and other obligations. Delays in delivery which are beyond the Seller's control shall entitle the Seller to reasonably extend the term of delivery or to withdraw from the obligation to deliver in whole or in part. If the date of delivery is exceeded by more than 90 days in such cases, the Buyer shall be entitled to withdraw from the unperformed part of the contract in whole or in part.

If goods cannot be dispatched for reasons for which the Buyer is responsible, the Seller shall be entitled to place the goods in storage at the Buyer's risk and expense. In such case, the date of storage shall be deemed to be the date of delivery and the warehouse bond shall replace the shipping documents.

The goods shall be shipped at the Buyer's risk and expense.

4. Retention of title

The goods shall remain the property of the Seller until all his claims against the Buyer have been fulfilled.

The Buyer shall take all measures to register the retention of title as far as these are necessary according to the rules of foreign legal systems.

The Buyer undertakes to handle the purchased goods with care as long as the ownership has not passed to him and to adequately insure them at his own expense against fire, water damage or theft at replacement value. Any

costs arising due to any investments that may become necessary, e.g. for maintenance and inspection work, shall be borne by the Buyer.

If the goods supplied by the Seller are resold in accordance with their intended use or handed over to any third party for any other legal ground whatsoever before the purchase price has been fully paid, the Buyer hereby assigns to the Seller all the claims including any ancillary rights against his customers to which he is entitled due to the resale of the goods subject to retention of title. When processing the goods or combining or mixing them in accordance with their intended use the assignment shall be based on the invoice value of the Seller's goods used for this purpose. At the Seller's request, the Buyer shall notify his debtor of the assignment as soon as he is in default, provide the Seller with any information necessary to collect the claim and hand over the necessary documents.

If claims are raised by any third party against the goods subject to retention of title on the part of the Seller, for example by attachment, or if claims are raised by any third party for the claim assigned to the Seller, the Buyer shall notify the Seller without delay and inform such third party of the retention of title and the assignment respectively.

If the total value of the securities to which the Seller is entitled exceeds the secured claim by more than 10%, then on demand of the Buyer the Seller shall release securities to this extent as selected by him.

5. Conditions of payment

The purchase price shall become payable net in Euros (€) upon delivery and receipt of the invoice unless agreed otherwise in writing.

Periods allowed for payment shall be agreed separately in writing. If no such agreement has been made, payment shall be due net within 30 calendar days from the date of invoice. If this time-limit is exceeded, the Seller shall be entitled to demand interest on payments in arrears at the statutory rate stipulated in Section 288 German Civil Code.

Payment shall be deemed to have been effected on the day the money is received by the Seller or his bank.

6. Warranty and liability

The Buyer undertakes to inspect deliveries immediately upon receipt for integrity, completeness, identity and quality. Complaints have to be notified to the Seller in writing within 14 days from the receipt of the goods. If a defect is discovered later, the complaint shall be made immediately after discovery; otherwise the goods shall be deemed to have been approved even in view of such defect.

If the Buyer fails to make such complaint, the goods shall be deemed to have been accepted without objection and the delivery is deemed to have been performed in accordance with the contract. If external damage is noticed upon receipt, a complaint shall be made to the forwarding agent or carrier immediately.

If there is a defect, the Seller shall first have the option either to remedy the defect or to replace

the goods. In the event that subsequent performance fails, the Buyer shall have the option either to demand cancellation or reduction of the purchase price. Warranty claims expire 12 months after the goods delivered by the Seller are received by the Buyer.

The Buyer shall keep any rejected goods available for the Seller.

The liability of the Seller, his legal representatives or vicarious agents shall be limited to damage caused intentionally or by gross negligence provided that no cardinal obligations of the contract are violated. This shall not apply to any claims for damages on the part of the Buyer in case of injuries to life, body and health as well as any mandatory statutory claims. In other respects, the liability for any financial loss shall be limited to the contractually typical predictable damage.

7. Miscellaneous

Deliveries shall be effected and services shall be rendered subject to the proviso that their performance is not prevented by any national or international regulations including, but not limited to, any export control regulations or embargos or other sanctions. The Buyer undertakes to furnish all information and documents required for exportation, transport or importation. If delays occur due to export checks or approval procedures, the respective time limits and terms of delivery shall be suspended accordingly. If necessary approvals are not granted, the contract shall be deemed to be ineffective with regard to the parts concerned.

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. The Seller reserves the right to sue the Buyer at his principal place of business according to the law applicable there.

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