

## General Terms of Payment and Delivery

### Docter Optics SE (position as per 07/2015)

1. **Validity**
  - 1.1 These General Terms of Payment and Delivery shall apply to all business transactions between Docter Optics SE and their contractors, even if they are not mentioned expressly once more in future agreements. They shall also apply, if the contractors refer to their own terms of business, unless Docter Optics SE has explicitly agreed to these.
  - 1.2 These terms of delivery shall apply exclusively and only for entrepreneurs, legal entities of public law or special funds under public law according to § 310 Par. 1 BGB (German Civil Code).
2. **Contracts**

The offers of Docter Optics SE supplies and services are nonbinding. A contract shall only come into force either with the written order confirmation or with the actual dispatch of the goods in questions.
3. **Term for delivery**
  - 3.1 Unless otherwise agreed, the term for delivery shall start with the dispatch of the confirmation of the order, but neither before the production of documents, licenses, release documents that are possibly to be provided by the contractor nor before the receipt of an agreed advance payment. The term for delivery shall be considered kept, if the information on the dispatch readiness has been given or the goods in question have left the company.
  - 3.2 The term for delivery shall prolong in case of measures to be taken due to industrial actions, strikes and lockouts in particular, as well as in the case of impediments that are beyond control of Docter Optics SE, such as operation interruptions and delay in the supply of essential materials, as far as there is evidence that said impediments have a considerable effect on the supply of the object to be delivered. This clause shall also apply, if such circumstances arise for the suppliers of Docter Optics SE. The term for delivery shall be prolonged for the period of time that such measures and impediments take. Docter Optics SE shall not be made responsible for said circumstances even if they arise during an already existing delay.
  - 3.3 Docter Optics SE will inform their clients as soon as possible about the start and end of such circumstances. Docter Optics SE shall be permitted to make partial deliveries within the terms for delivery indicated by Docter Optics SE. This clause shall only apply in so far as such partial deliveries do not detrimentally affect the goods in terms of their usefulness.
4. **Volume of delivery**
  - 4.1 The volume of delivery shall be defined by the written confirmation of the order by Docter Optics SE. This order confirmation will be implemented provided that there are no national or international Export Control Regulations prohibiting such transaction (e.g. end-use or end-user).
  - 4.2 This clause shall only apply in so far as the object to be delivered does not change considerably and said changes are not expecting too much of the contractor.
  - 4.3 If the production requires the manufacture of tools that are based on the contractor's drawings and technical specifications, the contractor shall not have any right to such tools manufactured.
  - 4.4 Docter Optics SE reserves the ownership and copyright for all documents, such as calculations, drawings etc, which are delivered to the contractor within the placing of the order. It is not allowed to disclose said documents to third parties, unless Docter Optics SE has given the express consent in writing to do so.
5. **Cancellation costs**

If the contractor withdraws from the contract without justification, Docter Optics SE shall be entitled without prejudice to the possibility to demand the fulfillment of the contract or to assert a claim to a higher actual damage to claim 10% of the net selling price (related to the minimum purchase amount) for the expenses Docter Optics SE has had by processing the order and for the lost profit. The contractor shall be entitled to prove a lower damage.
6. **Packaging and transport**

Package material shall pass into the contractor's possession and is therefore charged by Docter Optics SE. Unless otherwise agreed, postage and package expenses are invoiced separately.
7. **Import and export provisions, customs**
  - 7.1 The contractor shall be obliged to inform Docter Optics SE in writing and detail about any (re-) export license obligations pursuant to German, EU and US export and customs regulations as well as export and customs regulations of the country of origin of the goods and services.
- 7.2 The sale, resale and the disposal of goods and services including any associated technology or documentation may be governed by German, EU, US export control regulations as well as by the export control regulations of further countries. Any resale of goods to embargoed countries or to denied persons or persons that use or may use the goods for military purposes, ABC weapons or nuclear technology is subject to an official license. Contractor declares with his order the conformity with such statutes and regulations and that the goods will not directly or indirectly delivered into countries that prohibit or restrict the import of such goods. The contractor declares to have obtained all licenses required for export and import. Any compensation claims against Docter Optics SE due to default or non-performance because of restrictions of export control law shall be excluded, except in the case of gross negligence or wilful misconduct.
8. **Acceptance and passing of risk**
  - 8.1 The contractor shall be obliged to check the object delivered for possible defects within 14 days after its acceptance. If there is no explicitly agreed delivery by Docter Optics SE, the transfer takes place at the place of business of the vendor company of Docter Optics SE.
  - 8.2 If the contractor is behind schedule concerning the acceptance of the receipt of the object of purchase, Docter Optics SE shall have the right after granting a grace period of 14 days to withdraw from the contract and to claim damages for nonperformance. The grace period shall be superfluous, if the contractor seriously or definitely refuses to take the receipt of the goods or if the contractor is obviously not able to pay the purchase price even during this grace period.
  - 8.3 If the goods are delivered to the contractors' on their request, the risk of accidental loss or deterioration of the goods shall be passed to the contractor when the goods leave the company/stock at the latest. This clause shall apply regardless of whether the goods are delivered from the place of performance and irrespective of the party who takes over the freight charges. In the event that the contractor declares that he will not accept the goods delivered, the risk of accidental loss or deterioration of said goods shall pass to the contractor at the time of refusal.
9. **Changes in price**

Changes in price shall be permissible if the time between the conclusion of the contract and the agreed date of delivery exceeds 6 weeks. If the wages, material costs or market related cost prices increase afterwards till the completion of the delivery, Docter Optics SE shall be entitled to raise the price according to the higher costs. The contractor shall only be entitled to withdraw from the contract, if the price increase is significantly higher than the increase in the general cost of living concerning the time between the order placement and the delivery.
10. **Warranty**
  - 10.1 A defect of the goods delivered by Docter Optics SE is given, if they do not have the agreed quality. If such a quality has not been agreed upon, a defect is given, if the goods are not suitable for the use stipulated contractually or otherwise, if they are not suitable for their normal use. A minor limitation in value or suitability for the contractually agreed or normal use is not considered a defect.
  - 10.2 The contractor shall be obliged to check the objects delivered for their correct suitability immediately after their delivery and to inform Docter Optics SE about possibly existing faults. Obvious defects of the objects delivered are to be put forwards within 14 calendar days after their delivery at the latest. Moreover, the contractor shall be obliged to inform Docter Optics SE about not obvious defects promptly after having detected them. Apart from these clauses, businessmen have to comply with § 377 HGB (commercial code).
  - 10.3 As far as a defect of an object delivered exists, Docter Optics SE shall be entitled to deliver a substitute or to remove the defect. If Docter Optics SE removes the defect Docter Optics SE shall be obliged to bear the required costs for transport, ways and materials as well as the expenditure on labor, unless they are increased due to the fact that the purchase goods are to be delivered to another location than the agreed one. In the event that the removal of the defect/delivery of a substitute fails, is unacceptable, is refused by Docter Optics SE or the deadline of minimally three weeks set by the contractor has expired, the contractor shall be entitled to either withdraw from the contract or to reduce the purchase price.
  - 10.4 If the contractor claims Docter Optics SE for damage due to a defect said claim shall only be justified according to the following provisions regarding liability. From the day of the passing of the risk, a period of warranty of one year is given for removing a defect, delivering a substitute, withdrawing from the contract and reducing the price. The period of warranty for claims for damages due to defects will be two years, if the defect is due to an intentional or gross breach of duty or if it has caused damage to life, personal injuries or injuries to health; otherwise it will be one year from the date of the passing of the risk. The claims of the purchaser based on defects shall expire one year from the day of the passing of the risk.

#### 11. Liability for violation of duties

- 11.1 In the event of the violation of contractual duties, goods delivered with defects excluded, the contractor shall only be allowed to withdraw from the contract and claim for damages, if a period given by the contractor to produce the results, at least two weeks, has expired and Docter Optics SE has not fulfilled this contractual duty.
- 11.2 Docter Optics SE shall only be made liable for damages due to the violation of contractual duties (delay, impossibility, defectiveness, violation of contractually agreed collateral duties) if the failure to comply with such duties is caused by intention or gross negligence or if the violated contractual duty is considered an essential contractual duty. As far as Docter Optics SE shall hold responsible for a damage due to the intentional or grossly negligent violation of an essential contractual duty, our liability is limited to the foreseeable and contractual typical damage, but maximally to an indemnity that corresponds to Docter Optics SE company's liability insurance (amount covered restricted to EURO 10,225,583.70 for the individual case). If the company's insurance liability does not take over or only partly takes over the costs, Docter Optics SE shall only be hold liable up to a maximum of the amount covered.
- 11.3 The just mentioned limitations of liability shall not apply for damages to life, personal injuries or injuries to health. As far as the liability is excluded or limited, this clause shall also apply for the personal liability of the employees, working force, staff, representatives and vicarious agents. This clause does not affect the legal burden of proof regulations.

#### 12. Reservation of ownership

- 12.1 Docter Optics SE reserves the ownership of the objects delivered up to the date of their payment. If the contractor fails to pay our invoices completely or partly, Docter Optics SE shall be entitled to withdraw from the contract after an ineffectual term of payment and to require the delivery or return of the objects delivered as far as said objects still belong to the customer's property.
- 12.2 The contractor shall be obliged to provide Docter Optics SE a list of the still existing objects and to grant Docter Optics SE the access to them. Moreover, the contractors shall be entitled to resell the objects delivered according to the ordinary course of business. Nevertheless, even now they transfer all claims to Docter Optics SE according to the amount of the purchase price that has been agreed between Docter Optics SE and them (VAT included) and that is gained by the contractors from reselling the products, regardless of whether the objects delivered are resold without or after being processed. In the event that the contractor's accounts receivable are taken up into an account current, the balance corresponding to the amount of the accounts of Docter Optics SE receivables shall be transferred to Docter Optics SE and this with priority with respect to the remaining part of the balance. The contractor shall be entitled to collect the sum due after its transfer. The power of Docter Optics SE to collect the accounts receivables by Docter Optics SE shall not be affected by this clause. However, Docter Optics SE shall be obliged not to collect them, if the contractor meets his financial obligations as agreed and has not got into arrears. Otherwise, Docter Optics SE can ask the contractor to inform Docter Optics SE about the transferred claims and the parties liable, to give Docter Optics SE all information for recovering the amount due, to submit Docter Optics SE the documents belonging to them and to inform the parties liable (third parties) about the transfer. All the expenditures combined with the collection of the sum due from third parties or with the taking back of the objects delivered shall be taken over by the contractor.
- 12.3 The processing or modification of the products by the contractor shall always be performed for Docter Optics SE. If the objects delivered are processed with other objects that do not belong to the property of Docter Optics SE, Docter Optics SE shall get the co-ownership of the new products according to the relation of the value of the objects delivered to the other products processed at the time of processing. If the objects delivered are mixed inseparably with other objects that do not belong to our property, we shall get the co-ownership of the new products according to the relation of the value of the objects delivered to the other mixed products. The contractor shall be obliged to hold the co-ownership for Docter Optics SE. The contractor is neither allowed to mortgage the goods delivered nor to assign them by way of security.
- 12.4 In the event of attachment, seizure or other orders made by third parties, the contractor shall be obliged to inform Docter Optics SE immediately and to provide all details and documents required to safeguard our rights. Agents of law enforcement authorities or third parties are to be informed on the property of Docter Optics SE. On the contractor's request, Docter Optics SE shall be obliged to release the securities Docter Optics SE is entitled to if they go beyond the value of the accounts receivables to be secured by more than 20 %.

#### 13. Terms of payment

- 13.1 Subject to other agreements, the purchase price and the expenses for additional services, are due with the delivery of the objects ordered.
- 13.2 Checks and bills of exchange shall only be considered as payment after being cashed. The acceptance of bills of exchange always requires the previous written consent of Docter Optics SE. If bills of exchange are taken in, the bank related discount and collection charges are invoiced. They are payable immediately.
- 13.3 The contractor is behind schedule, if the invoices of Docter Optics SE are not settled within two weeks after the receipt and maturity of the accounts receivables. Docter Optics SE invoices the legal default interests of 10% per year over the individual basic interest rate of the European Central Bank, unless Docter Optics SE can prove a charge with a higher interest rate.
- 13.4 The contractor shall only be entitled to set his claims off against the claims of Docter Optics SE, if they have not been contested by Docter Optics SE or have been legally determined. The same shall apply for the enforcement of a right of retention.

#### 14. Place of jurisdiction and applicable law

- 14.1 All disputes arising from the contractual relationship are to be settled at the court being competent for the principal place of business of Docter Optics SE. Docter Optics SE shall also be entitled to take legal action at the location of the contractor's head office.
- 14.2 This contract and all matters arising from it are exclusively subject to German law to the exclusion of the laws on the international purchase of movable property, even if the contractor's head office is located abroad.
- #### 15. Miscellaneous
- 15.1 The transfer of rights and duties of the contractor resulting from the contract concluded with Docter Optics SE requires the written consent in order to be effective.
- 15.2 Should any individual provision above be or become invalid, the validity of the remaining provisions hereof shall in no way be affected.
- 15.3 Suppliers must comply with the quality standards and environmental policy that appear on the website of Docter Optics SE.

Neustadt an der Orla, July 2015