

# Optical Surfaces Ltd

## GENERAL TERMS OF PURCHASES

- 1) *Seller shall mean the party to whom an Order is directed. Buyer shall mean Optical Surfaces Ltd. Supply of Products shall mean the purchase of goods or the procurement of services by Buyer under an Order as specified within the Order. Defects shall mean any non-compliance with the Order.*
- 2) *These General Terms Of Purchase shall apply to all Orders regarding the Supply of Products to Buyer. The applicability of Seller's general conditions is expressly excluded. Deviations from or additions to these General Conditions shall only be binding if and to the extent Buyer has given its consent thereto in writing and, any changes to Orders shall only be valid if agreed upon by Buyer.*
- 3) *Unless otherwise agreed or obliged by law, payment shall be due at the end of the following month after the Delivery of the Products and receipt of the relevant and correct invoice, unless other arrangement has been agreed. Payment does not constitute acceptance of the products and services. Buyer is entitled to set off or compensate any claim buyer may have under an Order or any other contract on the supplier against any amount due by Buyer to Supplier*
- 4) *The Product shall be delivered with all relevant certificates or documents as mentioned in the Order.*
- 5) *Prior to delivery, Buyer and/or Buyer's customer shall have the right to inspect the Products and Seller's product organization at Seller's plant or elsewhere on conformity with warranty provisions contained herein and to exercise progress controls at any time. In no event shall inspection imply acceptance of the Product by Buyer, nor will it constitute a release or waiver of any of Buyer's rights hereunder. The Supplier shall allow access to the site and shall offer all reasonable assistance.*
- 6) *Supplier shall deliver the Product complete with its accessories in accordance with Buyer's directions and on the date as specified in the Order. Timely delivery shall under all circumstances be of the essence. Buyer shall have the right to cancel the Order without cost and/or to claim all damages incurred by Buyer and/or its customer in case of an unreasonable delay, except in case of force majeure. Unless otherwise provided for in the Order, title to and risk of loss or damage to the Product and its accessories shall pass to Buyer upon delivery of the Product.*
- 7) *Upon actual receipt thereof, the Buyer shall inspect the Product on manifest discrepancies, deficiencies or damage (hereinafter collectively referred to as "Discrepancies"). In the event Buyer identifies a Discrepancy upon inspection of the Product, Buyer shall be entitled to give notice of non-acceptance of the Product within thirty (30) days of receipt thereof. Following notice of non-acceptance, Buyer may at its sole discretion require Seller either to replace the Product or to repair any Discrepancy to the Product, at no additional costs to Buyer. If Seller does not restore such Discrepancy or supply the required certificates within the term indicated by Buyer, then Buyer may at its sole option to dissolve the agreement under the Order or, restore the Discrepancy itself or have such Discrepancy restored by a third party, at Seller's costs. The above rights of Buyer are without prejudice to any additional or other rights Buyer may have hereunder (including the warranty and remedy provisions) or under applicable law.*

# Optical Surfaces Ltd

- 8) *The Seller explicitly warrants that Products will:*
- a) *be complete in every respect, in good working order and condition, fit for the purpose for which they are intended and will be free from defects in design, manufacture, workmanship and material; free from any encumbrances.*
  - b) *comply with the requirements as per the Order, all quality requirements, quantity, specifications, drawings, calculations and other information or documents furnished by Buyer and comply with applicable regulations.*
  - c) *not infringe on any patents or other applicable intellectual property rights.*

*Seller further warrants that any services performed will be performed efficiently, safely and competently by suitable qualified and experienced personnel in conformity with applicable industry codes of practice.*

*Seller further guarantees that there are no "Conflict Minerals" used in the manufacturing of the Product(s) as sold and supplied to Buyer under these terms and conditions and / or specific Order(s). Seller will actively support Buyer in the latter's "Conflict Minerals" due diligence efforts, by disclosing relevant information in regard thereto to Buyer upon first request.*

*Buyer has the right to assign its rights under warranties and remedies hereof to its customer without any consent of Seller being required.*

- 9) *In the event of any defects or Discrepancies becoming apparent during a term of six (6) months and in case of patent infringement at any time, as of the date of first use of the Product by Buyer or its customer, Buyer shall with due dispatch inform Seller in writing of such Defect stating the required remedy. In case of any Defect, Buyer shall have the following remedies (at its sole option): (i) replacement of the defective Product, (ii) correction or repair of the Defect or (iii) dissolution of the agreement under the Order. (iv) acquire a transferable right of use for Buyer and Buyer's customer, all at no cost for Buyer.*
- 10) *Any tooling, equipment, materials or other goods as well as technical information contained in documents, drawings or software provided by Buyer to Seller in relation to Buyer's Order shall at all times remain the property of Buyer be kept confidential by Seller.*
- 11) *Without prejudice to any rights of Buyer hereunder or under applicable law, Buyer may terminate the agreement under an Order by written notice. In case of a termination for convenience, Buyer will reimburse the Supplier for the proven direct, reasonable and irreversible cost after acceptance thereof by Buyer and after receipt of a correct invoice insofar as these costs are not yet reimbursed by Optical Surfaces Ltd.*
- 12) *The Supplier undertakes to maintain the confidentiality of all information and know-how supplied by Optical Surfaces Ltd and shall use this information and know-how exclusively for the execution of the Order.*
- 13) *If applicable, Supplier acknowledges that Products or parts thereof may be subject to export control regulations, including U.S. export control regulations, and that diversion to export control regulations is prohibited. Supplier certifies that it shall comply with all applicable export control regulations including requirements for registration, licensing, authorization and any restrictions thereto. The Parties undertake to assist each other in obtaining any required authorization or export license. If the Products or parts*

## Optical Surfaces Ltd

*thereof are subject to one or more export control regulations, Supplier shall: Advise Buyer of the export control classification number, and obtain export licenses to ensure timely delivery of the Products to Buyer, and advise Buyer of any restriction or provisos by providing a copy of export licenses and/or amendments thereto. Any technical data authorized for export, re-export or transfer to Buyer shall be marked with the export control classification number and its corresponding authorization reference. Supplier must comply with all applicable codes including those concerning anti bribery, anti corruption, anti trust and export control.*

- 14) Any Order and the contractual relationship resulting therefrom between Buyer and Seller shall be governed by the laws of the United Kingdom. Any dispute between Buyer and Seller regarding an Order or the contractual relationship resulting there from between Buyer and Seller shall be finally settled by a court of competent jurisdiction in The United Kingdom.*