

## Standard Terms and Conditions of LAHOL, Labor fuer Angewandete Holografie und Lasertechnik

### 1. General.

For all quotes, deliveries and services of LAHOL the following terms and conditions, which are a major part of any contract with LAHOL, are applicable exclusively. Deviating or additional agreements or arrangements, especially conditions of purchase of the buyer will be accepted only, when we have confirmed this in writing. Through acceptance of our Terms and Conditions, even when this is done tacitly, the buyer accepts our Terms and Conditions obligatory under reunification of his own conditions of purchase.

### 2. Acceptance of orders.

Orders are considered valid within these terms and conditions only when we have confirmed these in written form. This is especially applicable for orders placed via electronic media (Internet). Should for any reason a fulfillment of orders be impossible, for example direction of governmental authorities, Force Majeure, in case of missing or delayed vital deliveries from our suppliers or any other special cause, we may withdraw even from confirmed orders.

### 3. Special agreements.

Any special agreements, especially verbal or settlements via telephone are considered valid only if confirmed by us in written form.

### 4. Prices.

All prices are stated in EURO if not indicated otherwise, including the current german VAT. For customers not liable to the german VAT, prices indicated are net without german VAT included. In cases of substantial change of costs, we reserve the right to adjust prices accordingly. In case of an increase of more than 5%, LAHOL will inform the buyer of such changes four weeks prior to the date of delivery at the latest. For such cases the buyer receives the right to withdraw his order in written form latest eight days after receipt of notice of change of price.

### 5. Delivery time.

Delivery times stated are indicative only until orderconfirmation in written form has been provided. In cases of non-confirmation of stated delivery dates at the responsibility of LAHOL, the buyer is obliged to set a reasonable extended term. In case a contract is not fulfilled within the extended term, the buyer may cancel the contract under exclusion of any other claims. The buyer is requested to accept partial deliveries.

### 6. Transport insurance.

An insurance for transport of deliveries will be taken out only on request by, and be charged to the buyer. Upon rendering the deliveries to the carrier or any such transportation enterprises, the risk of loss or damage is turned to the buyer, independently if costs of transportation are taken by LAHOL or the buyer. In case the shipment of deliveries is retarded by conduct of the buyer, the risk of loss or damage is turned to the buyer from statement of shipment ready by LAHOL.

### 7. Terms of payment.

Payments are fundamentally due prior to shipment of deliveries in EURO if not agreed otherwise. On special agreement in written form, shipment of deliveries may be carried out on presentation of invoice with a standart due date of fourteen days. In such cases payment shall be net 14 days from date of invoice without any deduction. Date of invoice shall not be earlier than actual date of shipment. Cheques and accepted bills are accepted under reserve only on special agreement. Bill collection charges and discount charges in accordance with the rates of private banks are born by the buyer. Payments are credited only at the day when LAHOL has the full due payment at it's disposal. Enforcement of right of retention is excluded, as are set-off claims of the buyer, except for such cases where accepted in written form by LAHOL or legally acknowledged otherwise. Any unpaid balance shall commence to bear interest at the rate of the usual bank interests, however at minimum above 3% above the current official rediscount rate. LAHOL may contingent further deliveries upon timely reception of payments due. In cases of notification of reduced credit worthiness of the buyer, LAHOL may withdraw from the contract, or request immediate payment, or request immediate return of unpaid deliveries. Already used and returned deliveries and thus in value reduced goods will be invoiced in accordance with an adequate amount of value reduction.

### 8. Warranty.

LAHOL warrants to the buyer that deliveries are free of defects in material respects and workmanship at the moment of passing of the risk. Warranty claims are to be asserted in accordance with the Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees. The obligation for liability of LAHOL for faults or deficiencies of the goods are - by choice of the buyer - restricted to repair or replacement of the defect deliveries. In case a remedying of faults cannot be reached, the buyer may withdraw of fulfillment of contract under exclusion of any further claims of damage or may reduce the price for the deliveries. The buyer is obliged to examine delivered goods immediately after reception and return faulty deliveries promptly to LAHOL on his own responsibility for all shipping charges, insurance or any other duties, taxes or charges. This warranty shall be invalid if the deliveries have not been installed, handled or used in accordance with LAHOL's recommended procedures, have been modified, have been damaged through misuse, negligence or abuse of the buyer or any subsequent purchaser or party. Principally exempted from warranty claims are fuses, batteries and other consumables. Furthermore exempted from liability claims are laser diodes, special sales at reduced prices, used equipment and components. Exceptional provisions are valid for laser tubes or deliveries of which due to the technical conception a warranty periode is stated shorter than in accordance with the european directive stated above. As far as programs (software) are part of the deliveries, the following special regulations are applicable: Any programs have been established in accordance with good workmanship and are tested carefully. LAHOL however is not liable for any damages resulting of incomplete or incorrect programming.

### 9. Liability for damages.

LAHOL is liable for damages of the buyer only as far as LAHOL or any person employed in performing an obligation for whom LAHOL is vicariously liable are charged with gross negligence. Any further liability is strictly excluded. This is valid for any claims of damage, indifferent of whatever legal ground. This restriction of liability is not applicable for damages caused by missing of promised properties of deliveries, in which consequential harm caused by a defect are rectified only as promised properties were especially intended to safeguard the buyer from such consequential harm. For other consequential harm LAHOL is liable only in the a.m. described manner. For laser diodes, special offers at reduced prices, used equipment and components a liability to buyer or subsequent party is excluded.

### 10. Reservation of ownership.

Any of our deliveries remain property of LAHOL until all payments including any additional expenses within a contract have been settled. During such period of reserved ownership, the buyer is not entitled to repledge or transfer ownership by way of security of goods delivered. Should the buyer, through combination with a movable subject, through further processing or transformation become proprietor of deliveries, he transfers right of ownership of such generated goods to LAHOL for safeguarding of claim for payments and simultaneous arrangement of storage free of charge to LAHOL, with reservation of deviating agreement. The buyer is entitled to sell the deliveries or herewith generated goods within a regular course of business. Thus generated claims for payment towards third parties are transferred to LAHOL for reasons of safeguarding in such an amount of the original claim of payment due to LAHOL, without any separate agreement of the special case. The buyer is entitled to collect such claims for payment on behalf of our invoice as long as he complies with his financial obligation towards LAHOL. We however are entitled to inform, such by request to be named third parties about the transfer of claim for payment and instruct accordingly. We are entitled to claim return of unpaid deliveries due to reservation of ownership and dispose of otherwise. The exercise of this right counts in case of doubt not for withdrawal from contract. After reception of payment the buyer will be delivered again after adequate delivery time. In case the value of safeguards exceeds the value of open payments by more than 20%, we will release, upon request of the buyer, the superceeding part of the safeguarded goods.

### 11. Export controls.

Due to high technology of some of the goods of LAHOL and also the potential end use of such goods, an export license from the German Bundesamt für Wirtschaft und Ausfuhrkontrolle (BAFA) in Frankfurt is required for exporting such goods outside of the german borders. All purchase orders for export or reexport of such products must be accompanied by a properly completed document of enduser statement and/or international import certificate by the government of the importing country as applicable. The buyer is strictly responsible for compliance with the according german regulations. The law of the Bundesrepublik Deutschland is valid only. This also complies as far as a foreign venue is compelling, however under exclusion of the Haager law on sales.

### 12. Governing law, jurisdiction.

Any agreement of purchase is governed by and construed in accordance with the laws of the Bundesrepublik Deutschland, without giving effect to the conflict of law provision thereof. The buyer and seller hereby disclaim the applicability of the 1980 U.N. Convention on the International Sale of Goods. Both parties hereby agree that any dispute arising from contract fulfillment shall be subject to the venue of the location of LAHOL., D-55767 Hattgenstein this is also complying to lawsuits for summary bill-enforcement procedure and summary action based on unpaid cheque. LAHOL reserves the right to also hold the buyer liable at any other for the buyer reasonable venue.

### 13. Partial invalidity.

Should one or more of the regulations of these terms and conditions be legally inoperative, an according operative regulation or procedure that shall come as close as possible to the context of the rendered inoperative clause will take effect.

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