



## **General Conditions of Sale and Delivery of Addoptics Operations B.V., Rotterdam, The Netherlands**

### **1. Applicability**

A. These conditions and the terms included apply to the trade agreements in which Addoptics Operations B.V. is the seller and form in their entirety part of all proposals and offers from Addoptics Operations B.V. and of every acceptance, confirmation and ratification by Addoptics Operations B.V. of orders placed by the buyer and of all agreements concerning the sale by Addoptics Operations B.V. and the purchase of goods and services by the buyer, unless and insofar as expressly agreed otherwise in writing with Addoptics Operations B.V.

B. The buyer's conditions and provisions are expressly rejected that are published on documents issued by the buyer, both before and after issuing of documents by Addoptics B.V. Such conditions and provisions do not apply to sales by Addoptics Operations B.V. to the buyer and are in no way binding on Addoptics Operations B.V.

### **2. Prices**

A. The prices in proposals, confirmations and agreements are given in euros, excluding tax and levies, based on delivery according to ICC Incoterms 2010 DAP, unless agreed otherwise.

B. Addoptics Operations B.V. adds taxes and levies to the sale price if Addoptics Operations B.V. is legally obliged or authorized to pay or collect these taxes and levies. Buyer will pay these taxes and levies together with the price.

### **3. Payment**

A. Upon delivery, Addoptics Operations B.V. sends an invoice to the buyer by email with the price of the delivered products, unless expressly agreed otherwise in writing.

B. The amount of the invoice must be paid within 30 days of the date of the invoice, unless expressly agreed otherwise in writing.

C. All payments are done to the address and account number specified by Addoptics Operations B.V. on the invoice and should include the invoice number.

D. Discount due to prepayment is not permitted, unless expressly agreed otherwise in writing.

E. Credit approval investigation is done by Addoptics Operations B.V. on all deliveries. Addoptics Operations B.V. retains the right to demand full, partial and cash payment in advance or during delivery if there are any doubts about the customer's ability to pay.

F. Late payment and partial payment incur a legal interest imposed on the unpaid portion to be paid by the buyer without any notice being required. Interest is imposed on expired, unpaid interest after one year.

H. Any legal and extrajudicial costs linked to debt collection are charged to the buyer.



I. In case of delayed payment, including non-compliance with a demand for prepayment or a demand for cash payment in advance or during delivery, Addoptics Operations B.V is entitled to suspend implementation of the agreement until the receipt of the full payment and, in case of partial payment after a written notice, to annul the agreement partially or fully. All of this does not affect Addoptics Operations B.V's right to compensation.

J. Settlement with claims against Addoptics Operations B.V is not permitted. In case of bankruptcy, suspension of payment or seizure on the part of the buyer, everything he owes to Addoptics Operations B.V is immediately payable in full and Addoptics Operations B.V can settle immediately.

## 5. Delivery conditions

A. Unless agreed otherwise in writing, the products are delivered by Addoptics Operations B.V in accordance with ICC Incoterms 2010 DAP. In agreement with this, the risk of loss of the products is transferred to the buyer at the moment of delivery.

B. Delivery deadlines, notified or confirmed by Addoptics Operations B.V, are approximate.

C. Addoptics Operations B.V will carry out commercially responsible, reasonable efforts to deliver on the notified or confirmed deadline, on the condition that the buyer has supplied all necessary information about the order and delivery long enough before the delivery deadline.

D. Deliveries made within a reasonable period before or after the notified or confirmed delivery deadline are presumed to have been done consistent with Addoptics Operations B.V's obligations towards the buyer.

E. If Addoptics Operations B.V fails to deliver, the buyer will report this in writing and give Addoptics Operations B.V. the possibility to make a delivery within 14 days. If Addoptics Operations B.V does not deliver within those 14 days, the buyer has the right to annul only the parts of the agreement concerned with the default. The rest of the agreement remains unaffected.

F. If the production process of Addoptics Operations B.V stops, declines, has stopped or has reduced, for whatever reason, Addoptics Operations B.V has the right at its own discretion to use the available production possibility and distribute products among the customers. As a result, Addoptics Operations B.V has the right to sell and deliver fewer products to the buyer than was agreed, in deviation from the agreed amount.

G. Despite Addoptics Operations B.V's striving for a high level of customer satisfaction, it is possible that deliveries may be incomplete for some reason. In such cases, partial delivery is permitted.



## 6. Retention of ownership

A. All items delivered by Addoptics Operations B.V remain the property of Addoptics Operations B.V. until the moment that the buyer has fulfilled all his payment obligations towards Addoptics Operations B.V. according to the unique agreement concluded with Addoptics Operations B.V. for the delivery of items, carrying out of tasks and provision of services. This includes claims due to failure to comply with such an agreement.

B. From the moment the goods are made available, the buyer assumes the risk for the delivered items.

C. Buyer is not entitled to encumber the delivered items to the detriment of Addoptics Operations B.V or transfer the ownership of these items as security.

## 7. Exoneration

A. In cases and conditions beyond the control of Addoptics Operations B.V, whether foreseeable or not at the time of arranging the agreement, Addoptics Operations B.V cannot be made liable for delay in compliance, nor for the non-performance of the agreement.

B. Nor can Addoptics Operations B.V be held liable for delays in compliance and for non-performance of the agreement resulting from interruptions in the production process.

C. For the duration of the non-performance or delay, the relevant parts of the agreement are suspended without Addoptics Operations B.V being liable for any resulting damage.

D. If the non-performance or delay lasts 90 days, or Addoptics Operations B.V expects that it will last 90 days, Addoptics Operations B.V has the right to annul the relevant part or the entirety of the agreement without being liable in any way for any resulting damage to the buyer or third parties.

## 8. Liability for damage

A. Addoptics Operations B.V is liable for damage to the buyer resulting from intent or gross negligence on the part of Addoptics Operations B.V.

B. Damage that is ascertained after delivery of the item will not be considered for compensation.

C. The right to compensation for damage lapses if no written claim is made within 90 days after ascertaining the damage.

D. Addoptics Operations B.V cannot be held liable for a sum for damages that exceeds the value of the invoice.

E. In no case will resulting damage be compensated, such as damage due to loss of profits, loss of income, loss of production, stagnation or delay in the production process or operations, lost savings, lost agreements, labour costs, increase in operational costs, extra costs for purchasing elsewhere and discounts owed to third parties or fines.



F. If Addoptics Operations B.V provides advice without there being an express agreement to provide advice, the advice is free of obligation, and Addoptics Operations B.V. disclaims any liability for it.

#### 9. Intellectual property and rights referring to software and documentation

A. The sale of a product by Addoptics Operations B.V does not include the sale of exclusive rights or licensing rights to that product, but only a restricted license for use or reselling. This complies with the intellectual property rights of Addoptics B.V.

B. If software or integrated documentation is delivered with a product, the sale of that product does not include the transfer of the property rights of the software or documentation in question to the buyer, but only a non-exclusive and non-transferable license to use such software or documentation in combination with or integrated into products delivered by Addoptics Operations B.V, complying with the intellectual property rights of Addoptics Operations B.V.

C. With regard to the software provided by Addoptics Operations B.V to the buyer, it is forbidden:

- to change or modify this software in combination with other products, or produce products based on this software.
- to hand over this software, sublicense, lease, rent, lend, transfer, publish or make it available in another way.
- combine this software or integrate it in other software.
- conduct reverse engineering on this software, decompile it, take it apart or attempt to deduce the source code without written permission from Addoptics Operations B.V., unless this is expressly permitted under the applicable legislation.

D. The buyer will reproduce the certificates of property rights from Addoptics Operations B.V. or its external suppliers in software or documentation supplied by Addoptics Operations B.V, without adjusting or changing them.

E. The buyer may not reveal this confidential information to third parties and may not use such confidential information for another purpose than that expressly permitted in writing by Addoptics B.V. and in compliance with the proposed purchase.

#### 10. Confidentiality

A. The buyer acknowledges that all technical, commercial and financial data provided by Addoptics B.V. to the buyer is confidential information of Addoptics Operations B.V.

B. The buyer may not reveal this confidential information to third parties and may not use such confidential information for another purpose than that expressly permitted in writing by Addoptics Operations B.V. and in compliance with the proposed purchase.

#### 11. Intellectual property rights, indemnification

A. Addoptics Operations B.V. indemnifies the buyer from claims by third parties based on the claim that the software provided by Addoptics Operations B.V. infringes their intellectual property rights, on the condition that the software in question was developed by Addoptics Operations B.V. itself, is used by



the buyer within the European Union, and the alleged infringement is not associated with changes made to the software by or on behalf of the buyer.

B. Buyer will inform Addoptics Operations B.V. promptly and in writing about intended claims with third parties, leaving the manner of handling the case entirely to Addoptics Operations B.V. and providing Addoptics Operations B.V. all cooperation to defend itself against the claims, if necessary in the buyer's name.

C. In the event that it is judicially and irrevocably established that the software developed by Addoptics Operations B.V. infringes the intellectual property rights of a third party, Addoptics Operations B.V. will ensure that the software is sufficiently modified that it can be used without disruption or provide other, functionally equivalent software. If this is not reasonably possible, Addoptics Operations B.V. will compensate the buyer for the remaining book value when the infringing software is returned. Further liabilities or obligations to indemnify Addoptics Operations B.V. due to infringement of intellectual property rights of third parties are excluded.

## 12. Export and import licenses

A. If an export or import license is required for the delivery of the agreed products, Addoptics Operations B.V. can suspend its obligations and the buyer's rights regarding this delivery until the moment when the required license is provided.

B. If there is another form of restriction or ban due to legislation regulating export or import, Addoptics Operations B.V. can suspend its obligations and the buyer's rights regarding this delivery for the duration of that restriction or ban.

C. In the above-mentioned cases Addoptics Operations B.V. has the right to annul the agreement without Addoptics Operations B.V. being financially liable for damage sustained by the buyer.

D. If an end use certificate is required, Addoptics Operations B.V. will inform the buyer of this immediately, and the buyer will provide Addoptics Operations B.V. with the correct document.

E. If an import license is required, the buyer will inform Addoptics Operations B.V. of this immediately. The buyer will also provide Addoptics Operations B.V. with the correct documents as quickly as possible.

F. By accepting the offer from Addoptics Operations B.V., concluding an agreement with Addoptics Operations B.V. or accepting products from Addoptics Operations B.V., the buyer agrees that he will not trade with the products or associated documentation in a manner that conflicts with the applicable legislation for export or import.

## 13. Transmission of rights and duties, settlement

A. With regard to this agreement, the buyer will not transfer any rights or enter into obligations without prior written agreement from Addoptics Operations B.V.

B. The buyer does not have the right to withhold payments or to reduce or offset existing or future claims against payments due for the products of the agreement or future agreements with Addoptics Operations B.V. Thus, the buyer is obliged to pay the agreed purchase amount, and claims alleged by the buyer may not be offset by the buyer.



#### 14. Disputes, applicable law

A. All proposals, confirmations and agreements of Addoptics Operations B.V. shall be governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is excluded. The buyer and Addoptics Operations B.V. shall first try to resolve any dispute arising from or relating to these offers, confirmations and agreements amicably by consultation and negotiation in a consensual manner and in good faith.

B. Disputes which cannot be resolved amicably shall be submitted exclusively to the Court of Rotterdam in the Netherlands, without prejudice to Addoptics Operations B.V.'s right to additionally file a complaint or bring legal proceedings against the buyer before another competent court.

C. The provisions of this article shall not restrict the rights of Addoptics Operations B.V. or of the buyer to submit a dispute to a provisional relief court or to perform acts to preserve their means of recovery.

#### 15. Breaches of conditions and termination of agreement

In the case of a breach of the conditions of the purchase agreement and in the case that the buyer becomes insolvent, subject to an administration order, bankrupt or has stopped making payments or threatens to stop paying, Addoptics Operations B.V. has the right through written or electronic notification to the buyer to terminate the purchase agreement with immediate effect, and all outstanding debts owed by the buyer to Addoptics Operations B.V. become immediately due and payable.

#### 16. Supplementary provisions

A. Any provision in the purchase agreement or these Terms and Conditions which is wholly or partially void, voidable or otherwise inapplicable does not affect the application of the other provisions. For every void, voidable or otherwise inapplicable provision, a valid provision will be substituted that comes as close as possible to the inapplicable provision in spirit.

B. Not performing or delaying the performing or implementation of any right or recovery option derived from the purchase agreement does not mean that the purchase agreement is being renounced. A single or partial implementation of any right or recovery option derived from the purchase agreement, from the associated document or by law does not mean that the purchase agreement is being renounced.

C. In case of conflicts between the Dutch text and the translation of these general terms and conditions, the Dutch text prevails.