

# First Glass Optics GmbH

## Terms and Conditions for Delivery and Payment

The following terms and conditions for delivery and payment shall govern all deliveries and services of First Glass Optics GmbH. Any conflicting purchasing terms and conditions of the customer are hereby expressly rejected. Any such purchasing terms and conditions shall apply only if we expressly confirm them in writing. Acceptance of the delivered goods shall be deemed acknowledgement of our terms and conditions.

### 1. Offers

Offers submitted by us are always made without commitment.

### 2. Scope of delivery

Orders are deemed accepted when confirmed by us in writing. Our confirmation letter determines the scope of our supplies or other services. Modifications or cancellations of orders can be considered only if their processing has not yet been started.

### 3. Prices

Prices charged by us are those valid on the day of delivery or of other services rendered ex supplier's work. The legal value added tax is not included in our prices, but will always be invoiced separately.

### 4. Special Designs

When orders are placed with us, which involve a special design, we shall be entitled to fix a minimum purchase volume with reasonable tolerances.

### 5. Delivery Dates

We will endeavor to adhere to stipulated delivery deadlines. However, due to the hazards and peculiar features of glass processing, delivery deadlines will not be binding unless expressly agreed otherwise. Our contractual obligations are subject to our supplier delivering to the correct products to us on time. Claims for damages and penalties for late deliveries are precluded.

### 6. Shipment

As soon as we have handed over the goods to forwarding agent, the transit risk shall pass to buyer.

Insurance against breakage and transit risk will be taken out by us only upon special request of consignee against payment of the costs incurred.

### 7. Place of Performance

Place of delivery for supplies and other achievements as well as place of delivery for payment is the seat of the company.

### 8. Notifications of Defects

Buyer shall check supplies for defects immediately after receipt and raise any claims not later than a fortnight after receipt of goods or rendering of services. Complaints received thereafter, and concerning goods already processed or used, cannot be considered. In case of legitimate complaints, we will pay damages only up to the amount invoiced by us. All further claims for compensation or cancellation of contract and deductions shall be excluded. Notifications of defects shall not release buyer from his duty to pay within the period prescribed. Prior to returning rejected goods, our permission to do so must be obtained.

### 9. Terms of payment

All payments are to be carried out within 30 days after date of invoice. Payment to be made by remittance order if the payers address of record is in the €-area.

Otherwise payment to be made by irrevocable Letter of Credit, as long as no other arrangement have been made. Bills of exchange will be not accepted. All terms will be counted from date of

invoice. In case terms of payment are exceeded, the legal consequences of default shall apply, without any special reminder being required. We will be entitled to charge interest from due date on at rates applied by banks. Furthermore, all our claims against buyer shall become due for immediate payment, regardless of the dates of payment agreed upon. This shall also apply in case of suspension of payments or heavy indebtedness of buyer.

In case of delay in payment of buyer, we will be entitled to suspend all further deliveries to buyer. We will have the same right if facts detrimental to buyer's credit standing should become known.

#### **10. Reservation of Title**

The goods will remain property of First Glass Optics GmbH until full settlement of all our claims, including also those accruing in the future, as well as of claims resulting from other titles such as claims deriving from the Bills of Exchange Act.

Any rights resulting from the reservation of title and all its particular forms fixed in these terms shall remain valid until the total discharge of liabilities, which the seller has incurred in the interest of buyer. Buyer shall be entitled to process and sell the goods taking into consideration the following provisions:

Insofar as goods are processed or transformed by buyer, we shall be deemed the producers within the meaning of the German Civil Code (BGB), Article 950, and we will acquire title to the partly finished or finished products. Buyer or processor shall be deemed the depository only.

In case goods so reserved will be connected to or processed together with articles not belonging to us, we will acquire joint ownership of the new article in proportion of the value of the goods so reserved to the other articles. Goods shall be sold only in the ordinary and regular course of business and only in case claims resulting from re-sales have not previously been assigned the third parties. Buyer shall assign to us already in advance claims he is entitled to also and which result from re-sales, and also insofar as our goods will be connected to or processed together with other articles. In that case, the claims assigned shall be used as a security for us only up to the value of the goods so reserved and sold. We will, as long as buyer meets his obligations to pay, not collect the claims assigned. Buyer shall, however, be obliged to give us, upon request, the names of the assigned debtors and to advise the same of the assignment. He shall be entitled to collect himself the claims as long as he shall not have received from us any instructions to the contrary.

The sums collected by him shall be paid to us immediately, as far as our claims are due for payment. We undertake to release at our own discretion, the claims assigned, as far as they exceed by more than 25% our claims to be secured, and originate from fully paid supplies.

Pledging of or chattel mortgages on the goods so reserved or the claims assigned are inadmissible. Buyer shall inform us immediately of any seizures by third parties of the goods supplied with the reservation of the right of disposal, or of the claims assigned.

#### **11. Reservation of Other Rights**

Should, in the event of supplies to foreign countries, a reservation of titles, as under part 10 above, not be admissible with the same effect as under German Law, the goods will remain the property of First Glass Optics GmbH until payment has been effected for all our claims resulting from the contractual relation arising from the sale of the goods. Should this simple retention of title not have the same effect as permissible under German law, it is however permitted to reserve itself other rights at the commodity then stand above mentioned institute these rights too. The buyer shall be obliged to co-operate towards all measures taken by us to this effect in order to protect our property or, in its place, another right to the goods.

#### **12. Court of Jurisdiction**

All legal relationships resulting from our supplies or other services rendered, shall be governed by German Law. Court of jurisdiction is, also concerning bill of exchanges, the district court Goslar, provided buyer is a full trader within the meaning of the German Code of Commerce, or meets all other provisions of Article 38, section 1, of the German Civil Law Code (ZPO), in case we should appear as plaintiff, we would have the right to sue the buyer also at his place of residence.

#### **13. Contract Supplement**

In case any of the above mentioned provisions becomes ineffective, this shall not effect the validity of all other provisions. The ineffective provision shall be substituted by another provision, which comes nearest to the meaning in the legal and commercial sense of the previous provision.