

General Terms and Conditions of Sale and Delivery

CryLaS
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This English convenience translation is for information purposes only. The original German text is the legally binding version.

I. General

1. The following General Terms and Conditions of Sale and Delivery (hereafter "GCSD") apply to our business relationships with our customers, e.g. to our deliveries and services, information, offers, advice and repairs. The GCSD apply in general only if the customer is an entrepreneur (Sec. 14 German Civil Code (Bürgerliches Gesetzbuch - BGB)), a legal entity under public law, or a special fund under public law.

2. The GCSD apply in the version provided to the customer; furthermore, they apply to any future sales, delivery and service relationships with the same customer, without our having to refer to the GCSD again in each individual case.

3. General terms and conditions of our customers shall apply only if and to the extent that we recognize them expressly in writing. This restriction also applies if we unreservedly perform our delivery or service in the knowledge of the customer's own general terms and conditions.

4. Individual agreements made with customers in individual cases have priority over these GCSD in any case. However, this applies only insofar as there is mutual agreement between us concerning the contents and the scope of the individual agreement, or if there is a written agreement or written confirmation on our part concerning the contents and the scope of the individual agreements.

5. All agreements and legally relevant declarations by the contract partners (especially notifications of defects, setting of deadlines, declarations of withdrawal from the agreement or of reduction in price) must be in writing in order to be valid.

6. Data pertaining to our customers will be stored and processed by us via electronic means, as far as this is required for the proper execution of the business relationship.

7. The assigning to third parties of claims brought against us is excluded. Sec. 354a German Commercial Code (HGB) shall remain unaffected by this.

II. Offer and Conclusion of Agreement

1. Our offers are non-binding unless it is explicitly stated in the offer that it is binding. A delivery agreement or other type of agreement does not come into existence until we have confirmed in writing the customer's order or other type of order, or until we have delivered the products.

2. The order of the customer is considered to constitute a binding offer of contract.

3. All information about our products, in particular the information in brochures, catalogues, or technical documentation (such as drawings, calculations, and references to DIN standards), is non-binding unless agreed otherwise.

III. Prices

1. The services and prices specified conclusively in our order confirmation are binding. Any services not specified therein will be billed separately.

2. All prices are net prices exclusive of VAT, which is also to be paid domestically by the customer at the prevailing statutory rate.

3. Unless expressly agreed otherwise, our prices shall apply ex works in Berlin. The customer must bear any additional packaging and freight costs, transport insurance costs, ancillary fees, public charges and customs fees. Transport packaging and all other packaging in accordance with the Packaging Ordinance is non-returnable; these become the customer's property, except for pallets.

IV. Delivery

1. The deadline for delivery or services will be set individually and confirmed by us, either in writing or in text form, or will be specified by us when we accept the order or, respectively, purchase offer. If there is no time of delivery or service stated, and there has also been no written confirmation of a respective individual agreement, the deadline shall be approximately four weeks from conclusion of the agreement. The delivery deadline is deemed to have been met by us when there has been notification of readiness to dispatch or, if through no fault of our own, the goods cannot be shipped on time.

2. If we cannot meet a binding delivery deadline for reasons over which we have no control (non-availability of service), we will inform the buyer without delay, at the same time indicating the expected new delivery time. If delivery is also not possible by the new delivery deadline for reasons beyond our control, we have the right to withdraw entirely or partially from the agreement; any payments already made by the buyer will be reimbursed by us without delay. It is deemed a case of 'non-availability of service' within this meaning especially when a delivery to us cannot be made on time or in full by our supplier, assuming we had concluded an agreement with the supplier concurrent with conclusion of the agreement with the customer which would have made it possible for us to perform the service vis-à-vis the customer by the deadline. Our statutory rights of withdrawal and termination, as well as the legal provisions concerning performance of the agreement when the obligation to perform is excluded (e.g. as a result of impossibility of performance and/or because supplementary performance cannot be reasonably expected), shall remain unaffected. The buyer's rights of withdrawal and termination shall also remain unaffected.

3. We are entitled to render partial deliveries and partial services if acceptance thereof can be reasonably expected of the customer.

4. Periods and deadlines shall, regardless of our rights arising from delays of the customer, be extended by the period of time in which the customer does not meet his obligations toward us. In the event of breach of duty on our part – regardless of the reason – we are only liable for compensation claims, regardless of their nature, according to the stipulations of Section X of these provisions.

5. An occurrence of delivery default by us shall be determined by the provisions of law. In all cases, however, a written notice by the customer is required. If we fall behind with delivery, the customer can only demand a lump sum as compensation for the delay. The delay compensation for goods with a net price (delivery value) of less than 10,000 EUR amounts to 0.75% of the net price for each completed calendar week of the delay; and for goods with a net price (delivery value) of more than 10,000 EUR, the compensation amounts to 0.5% of the net price for each completed calendar week of the delay; however, the total compensation may not exceed 5% of the delivery value of the delayed goods. We reserve the right to furnish evidence that the customer has suffered no loss, or that he has suffered only a substantially smaller loss than the aforementioned lump sum.

6. The customer, according to statutory provisions, has the right to withdraw from the agreement unless the hindrance is only of a temporary nature, and a postponement of the date of the service can be reasonably expected of the customer.

7. If the customer has a contractual right or a statutory right to termination, and we set for the customer an appropriate time limit to exercise this right, then this right of withdrawal expires if the withdrawal is not declared before the expiration of the time period.

V. Shipping, Transfer of Risks

1. Shipping and transport are always carried out at the customer's risk ex works in Berlin, which is also the place of performance. The risk is thereby transferred, even for partial deliveries, to the customer as soon as the shipment has left our plant in Berlin.

2. Upon request and at the expense of the customer, the goods will be sent to another destination ('sale to destination'). Unless otherwise agreed, we ourselves have the right on behalf of the customer to determine the type of shipment (especially the method of transport and the carrier, routing, and packaging). Specifications concerning the type of shipment are binding for us only if they are agreed upon in writing or in text form.

3. The risk of accidental loss or accidental deterioration of the goods is transferred at the latest with the handover of the goods to the buyer. In cases of shipped purchases, however, the risk of accidental loss or accidental deterioration of the goods, as well as the risk of delay, is already transferred with

delivery of the goods to the freight forwarder, the freight carrier, or other person or institution designated with the task of performing shipment. Insofar as a contract for work and services has been concluded, and acceptance of the performance has been agreed upon, this shall be decisive in determining the transfer of risk. In all other respects, too, the statutory provisions governing contracts for work and services (*Werkvertragsrecht*) shall apply to agreed-upon acceptance accordingly. Handover or acceptance shall be deemed to have occurred if the buyer is in default with the acceptance.

4. The customer is in default of acceptance upon notification of readiness to ship, if the shipment of the delivery is delayed for reasons for which the customer is responsible. With the occurrence of default of acceptance, the risk of accidental deterioration and accidental loss is transferred to the customer. Any storage costs after the transfer of risks shall be borne by the customer. For this storage, we are entitled to charge 0.25% of the gross contractual amount per week or partial week beginning from the occurrence of default of acceptance. All other claims shall remain unaffected. The lump sum for storage, however, is to be offset against such other claims. The customer is entitled to furnish evidence that we have suffered no loss, or have suffered only a substantially smaller loss, than the aforementioned lump sum.

VI. Payment

1. Payments are due upon receipt of the invoice by the customer and are to be made in the currency specified in the invoice. Payments must be made non-cash and free of postal charges and other expenses into one of our bank accounts as indicated in the invoice. Checks count as payment only after encashment, and are accepted without any obligation to make timely presentation and timely protest.

2. Payments must be made within 20 days of invoice date and delivery or, respectively, acceptance of the goods, or, as the case may be, performance of the service. For agreements with a delivery and/or service value of more than 1000 EUR, we are entitled to demand an advance payment of the amount of 50% of the purchase price. The advance payment is due and payable within 14 days of the invoice date.

3. Starting from the date which exceeds the due date for payment mentioned above in number 2, the customer is in default of payment. From the date of default we are entitled to charge interest in the amount of the current bank rates for overdraft credit, but at the least in the amount of 5 percentage points above the interest rate current at the marginal lending facility of the European Central Bank ('MLF rate'). All other claims shall remain unaffected. For a timely payment, the determining factor remains when the money is received and not when it was sent.

4. If costs and interest are incurred, we are entitled to apply payments first to the costs, then to the interest, and lastly to the principal amount.

5. The retention of payments or offsetting thereof on account of counterclaims of the customer is permitted only if these counterclaims have been recognised by us in writing, or if they are uncontested, or have been recognised by judicial declaratory judgment. This does not apply

to claims on account of defects of delivery or service; in such cases, the customer is entitled to retain an appropriate portion of the purchase price in relation to the defect.

6. If it should become evident after conclusion of the agreement that our claim to the purchase price is at risk, and this due to inability to pay on the part of the buyer (e.g. due to filing for the opening of insolvency proceedings), then we have the right, pursuant to statutory provisions, to refuse service and – as the case may be, after fixing a deadline – to withdraw from the agreement (Sec. 321 BGB). In case of agreements for the manufacture of single items (custom-made products), we may withdraw from the agreement immediately; the statutory provisions on the dispensability of deadlines shall remain unaffected.

VII. Retention of Title

1. All delivered goods continue to be our property ("Reserved Goods") until such time as all accounts have been settled, regardless of the legal reason, including those claims arising within the framework of the business relationship with the customer or contingent receivables resulting from agreements entered into concurrently or thereafter. This also applies if payments are made on specially designated claims.

2. The handling and processing of the Reserved Goods is carried out for us, as manufacturer, within the meaning of Sec. 950 BGB without obligation. The processed goods are deemed Reserved Goods within the meaning of para. 1. In the processing, mixing or combining of the Reserved Goods with other goods by the customer, we shall be entitled to become co-owners of the new goods in proportion to the invoice value of the Reserved Goods compared with the invoice value of the other goods employed. Should our ownership be dissolved by combination or mixing, then the customer shall already at this time transfer the ownership rights to which he is entitled in the new product or in the goods, within the scope of the invoice value of the original Reserved Goods; and if it so transpires, the customer shall store the goods at no cost to us. The joint ownership rights resulting therefrom shall be deemed to be Reserved Goods according to the meaning of para. 1.

3. The customer is entitled, solely within the framework of a proper business relationship, and as long as he is not in default, to resell the Reserved Goods, to handle them or mix them with other goods or otherwise incorporate them (hereinafter referred to collectively as "Resale"). Any other disposal over the Reserved Goods (especially a pledge to third parties or a collateral assignment) is inadmissible. Notification concerning pledges made by third parties or any other access to the Reserved Goods must be provided to us without delay in writing or in text form. All costs of intervention shall be borne by the customer to the extent that they cannot be collected from the third party (the opponent of the action against execution) and in as far as third party proceedings have been filed justifiably. If the customer defers the purchase price for his buyer, then the customer must reserve title to the Reserved Goods vis-à-vis the buyer subject to the same conditions as those stipulated by us at the time of supplying the Reserved Goods; however, the customer is not obligated to reserve title with regard to claims vis-à-vis his buyer which might arise in the future. The customer shall not

otherwise be entitled to resell the Reserved Goods.

4. The claims of the customer resulting from the Resale of the Reserved Goods shall already at this time be assigned to us in their full amount as security for our receivables vis-à-vis the customer. We will hereby accept this assignment of claims already at this time. The assigned claims serve as a security to the same extent as do the Reserved Goods. The customer is only authorised to undertake the Resale of the Reserved Goods if he is assured that the resulting receivables to which he is entitled are transferred to us. Any attachments undertaken by third parties, or other access to the receivables which have been assigned to us in advance as a security, must be reported to us in writing or in text form without delay.

5. If the Reserved Goods are sold at a single price by the customer together with other goods not supplied by us, then the claim resulting from the sale is assigned in the amount of the invoice value of our respective sold Reserved Goods.

6. If a claim thus assigned becomes part of a current account, the customer already at this time assigns to us a part of the balance identical to the amount of the claim – this also includes the final balance from the current account.

7. The customer shall, apart from us, continue to be authorised to collect the receivables assigned to us as security. We agree to refrain from any collection of such debts for as long as the customer continues to fulfill his payment obligations to us; the customer is not in default of his payment obligations; no petition to commence insolvency proceedings is filed in relation to the customer's assets; and the customer's financial circumstances are not otherwise unfavourable. However, in the event that one of the aforementioned circumstances occurs, we have the right to require the customer to notify us of all assigned claims and their debtors, to provide any information necessary for the purpose of collection, to deliver any documents relating thereto, and to notify the debtor of the assignment of those claims. We are ourselves also authorised to notify the debtor of the assignment.

8. In case the value (claims = the nominal value; movables = the appraised value) of securities existing in favour of us exceeds the total secured claims by more than 10 per cent, we will, upon the customer's request, release securities at our option to the extent that the excessive security is again reduced to under 10%.

9. If the purchaser acts contrary to the agreement, in particular if the purchaser fails to make payment of the purchase price when due, we shall have the right in accordance with statutory provisions to withdraw from the agreement and/or to claim restitution of any goods on the grounds of the retention of title. Any demand for the return of goods shall not be deemed to include a simultaneous declaration of withdrawal; on the contrary, we shall be entitled to demand solely the return of the goods while reserving the right to withdraw from the agreement. In case of failure by the purchaser to make payment of the purchase price when due, we shall be entitled to exercise such rights only if we have set for the purchaser a reasonable

deadline for payment to no avail or if such deadline is dispensable according to statutory provisions.

VIII. Rights to Software

1. All computer programs remain our property. The computer programs, documentation, and subsequent additions thereto may not be made accessible to third parties, even for personal use, – with the exception of a back-up copy – nor may they be copied or duplicated in any other way without our prior written consent. However, the mandatory legal provisions of Sections 69d et seq. German Copyright Act (Urhebergesetz – UrhG) remain unaffected.

2. With respect to the computer programs and any accompanying documentation and subsequent additions thereto, the customer is granted a non-exclusive and non-transferable user right for the internal purpose of operating the product for which such software is supplied. For computer programs and documentation which are produced by order of the customer and which represent our services, the customer will be granted individual licenses in the desired amount for end customers within the scope of a non-exclusive and non-transferrable user right.

3. Source programs are not made available as a rule; they are provided only based on a separate written agreement.

IX. Warranty and Obligation to Give Notice of Defects

1. Concerning the rights of the customer in cases of material defects and defects of title (including incorrect or incomplete delivery as well as improper installation or poor installation instructions) the statutory provisions apply unless specified otherwise in the following. In all cases, the special legal regulations governing final delivery of goods to a consumer apply (recourse to the supplier pursuant to Sections 478, 479 BGB).

2. The basis for our liability for defects is, above all, the concluded written agreement concerning the quality of the goods. This agreement about the quality of the goods is primarily deemed to consist of all product descriptions contained in the order confirmation or, alternatively, the information on the quality of the goods which is contained in the customer's purchase offer.

3. In the absence of any quality agreement, the existence or non-existence of a defect shall be assessed according to the statutory provisions (Sec. 434 para. 1 sent. 2 and 3 BGB). We shall not be held liable, however, for any public statements by the manufacturer or other third parties (e.g. advertising messages). A warranty for defects in the delivered product or in product parts which are caused by normal abrasion is excluded.

4. The customer shall, immediately upon delivery, carefully examine the goods – even if demonstration models have already been sent – pursuant to the duty of inspection stipulated in Sections 377, 381 German Commercial Code and notify us in writing of all noticeable defects detected in such examination, including an incorrect delivery or incomplete delivery, (so called 'obvious defects') without delay, but at the latest within eight (8) business days following

delivery of the goods to the buyer. If the customer fails to give notice in good time, the goods will be deemed approved as being in accordance with the agreement as regards such obvious defects. Should a defect become apparent at a later time (so called 'latent defects'), the customer shall give written notification at the latest within two business days after its discovery. If the customer fails to make this notification, the goods will be deemed approved as being in accordance with the agreement also as regards such defect. For the observance of the aforementioned duty to notify defects it shall suffice in each case to send timely notification to us. This number 4 does not apply to the extent that we have fraudulently concealed the defect.

5. The limitation period for any claims arising from defects shall be one year from delivery of the goods or, respectively, acceptance of the service; this does not apply to a defect which consists of a third party's rights in rem, based on which the return of the item can be demanded. Section X, number 4 shall remain unaffected by this.

6. The rejected goods are to be sent back to us in the original packaging or an equivalent packaging for our inspection. If the warranty claim is justified and made within the given time limits, we shall remedy the defects by way of the supplementary performance of our choice, either removal of defects or supplying a defect-free good; we shall pay the costs of fixing the defects in as far as these have not been augmented by the customer bringing the delivery item to a location other than the place of performance. However, if the customer's demand to remedy a defect proves unjustified, we can then demand reimbursement of the incurred expenses from the customer. In the case of replacement delivery, the customer must return the defective goods to us in accordance with statutory regulations.

7. We are, however, entitled to make the subsequent performance owed dependent on the fulfilment of the customer's payment of the purchase price owed. The customer is, however, entitled to retain a part of the purchase price which is reasonable in ratio to the defect.

8. According to legal provisions, we are entitled to refuse a supplementary performance. In the case of refusal to carry out supplementary performance, or its failure, or its unacceptability to the customer, the customer is entitled to terminate the agreement or to receive abatement (a reduction in price). There is no entitlement to terminate the agreement should the defect in the goods be of only an insignificant nature.

9. The customer is entitled to terminate the agreement – in as far as termination is not legally barred – or to have an abatement in the purchase price only after the expiration of a reasonable deadline for supplementary performance set by the customer, unless the setting of the deadline is unnecessary according to legal provisions (Section 323 para. 2, Section 440, Section 441 para. 1 BGB). In the case of termination the customer bears the responsibility for deterioration, destruction, and loss of derived benefits, not only under reasonable care, but also from every negligent and deliberate form of damage.

10. All claims by the customer for reimbursement of expenses are subject to the provisions of Section X.

11. In the case of wilful deception concerning a defect or in the case that a particular characteristic of the delivered merchandise is guaranteed at the moment of the transfer of risk within the meaning of Sec. 444 BGB (i.e. a declaration by the seller that the article for sale has a particular characteristic at the time of transfer of risk and that the seller shall be held accountable for all consequences stemming from its absence, regardless of fault), the rights of the customer shall comply exclusively with the statutory provisions.

12. We are – in addition to the statutory reasons for refusal – also entitled to refuse supplementary performance for as long as the customer does not send us the merchandise at our request; the customer may not avail himself of the right of termination or abatement in the case of such a refusal. Customers are not entitled to avail themselves of the rights regarding defects if changes or modifications are made to the merchandise without our approval, unless the customer proves that the defects are not the result of such changes or modifications.

13. If the end buyer of the merchandise in the supply chain is a consumer, the customer is – under further conditions as set out in Sec. 377 German Commercial Code – entitled to terminate the agreement according to the statutory regulations (Sections 478, 479 BGB); but any claims for damages or reimbursement can only be made by the customer in accordance with the provisions in Section X.

14. Normal industry-standard discrepancies between the delivered merchandise and the order confirmation shall not constitute a defect. The customer has no right to make claims of any kind for defect of goods which have been sold as declassified or second hand.

15. If our operating instructions or service manuals are not followed, if changes are made to the deliveries or services, if parts are exchanged or if consumable supplies are used which do not correspond to the original specifications, then all warranties become void, unless the customer proves that the defects are not the result of such actions.

16. In the event of a breach of duty that is not attributable to a defect, the customer can only withdraw or give notice if we are responsible for the breach of duty. A free right of the customer to give notice of termination (in particular according to Sections 651, 649 BGB) is excluded. Otherwise the statutory requirements and legal consequences shall apply.

X. Limitation of Liability

1. In the case of pre-contractual, contractual or extra-contractual breach of duty, even in the event of faulty delivery – including the faulty supply of a particular class of product – and tortious acts, we shall be liable for damages and wasted expenditure (hereinafter referred to collectively as the "Damages") in cases of intent and gross negligence according to statutory provisions. In cases of ordinary negligence we are only liable (a) for Damages resulting from the breach of a material contractual obligation (i.e. an obligation whose proper fulfilment makes

fulfilment of the agreement possible at all and on whose observance our contractual partner regularly relies and may rely), whereby our liability in this case is limited to damage foreseeable at the time of conclusion of the agreement that are typical for such type for business, and (b) for Damages arising from injury to life, body and health. Beyond this any liability for Damages on our part is excluded.

2. With regard to Damages caused by delay, we shall only be liable for slight negligence up to the amount of 5% of the purchase price agreed with us.

3. The exclusions of liability and limitations of liability contained in numbers 1 and 2 do not apply in the case of the assumption of a guarantee for the quality of the item within the meaning of Sec. 444 BGB, or in the case of fraudulent concealment of a defect, or in cases where we are subject to statutory liability under the Product Liability Act (Produkthaftungsgesetz).

4. To the extent that we are liable for Damages pursuant to this Section X, all claims for Damages against us, irrespective of the legal grounds for such claims (including claims as to material defects or damage caused by the defects), shall be time-barred pursuant to statutory regulations.

5. If the Customer is an intermediary seller of the goods obtained from us and the final purchaser of the goods is a consumer, the statutory provisions on limitation periods for any recourse claims against us by the customer shall apply.

6. Our liability (and that of our employees and vicarious agents) for software supplied by us shall be limited to liability for losses or alteration of data caused by the program; however, we shall not be liable for any losses or alteration of data which could have been avoided by your complying with your duty to secure such data at appropriate intervals and at least once per day.

XI. Industrial Property Rights, Copyrights

1. The delivered goods are, according to our knowledge and in accordance with the state-of-the-art, free of rights of third parties at the time of delivery of the goods. Should justified claims by a third party become known at a later time, both parties shall inform one another without delay. Then both parties will cooperate to the best of their ability to ward off such claims. The customer is obligated to inform us in writing or in text form without delay if a third party asserts such a claim against him.

2. In the event of a justified claim by a third party, both parties will seek appropriate solutions to achieve the functioning capability of the goods without infringing any third party rights. Our liability for Damages caused through this is determined by Section X. In addition, our liability for Damages in these cases is limited, however, to the respective invoice value of the affected goods, unless we have caused such Damages with intent or gross negligence.

XII. Products Made According to Instructions of the Customer

1. With regard to products made according to customer drawings, samples and other instructions of the customer, we will not

provide any warranty or assume any liability for the due and proper functioning of the goods or for any other material or legal defects, insofar as these circumstances are attributable to the customer's instructions.

2. The customer shall indemnify us from any claims of third parties resulting from product liability and infringement of industrial property rights, unless we are liable for the damage pursuant to Section X.

3. Any moulds, tools and design data produced by us for the execution of the order shall remain our exclusive property. Unless expressly agreed otherwise, the customer shall not have any claims thereto, even if he contributes to the costs of producing any such moulds, tools and design data.

XIII. Confidentiality

Unless otherwise expressly stipulated in writing, the information submitted to us with regard to any order shall not be considered as confidential, unless its confidential nature is obvious.

XIV. Place of Fulfilment, Place of Jurisdiction and Applicable Law

1. The place of fulfilment for our deliveries is, for deliveries ex works, the supplying plant in Berlin; for other deliveries, the place of fulfilment is our warehouse in Berlin.

2. The place of jurisdiction for all disputes arising from this agreement shall be, at our discretion, our registered office or the buyer's registered office; for claims by the customer, the place of jurisdiction is exclusively our registered office. All legal relationships between us and the customer shall be governed by the substantive law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) as well as the 'choice-of-law rules' under German international private law (IPR) do not apply.

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