



General Conditions of Sale and Delivery of Addoptics B.V., Rotterdam, Netherlands

1. Applicability

A. These conditions and the terms included apply to the trade agreements in which Addoptics B.V. is the seller and form in their entirety part of all proposals and offers from Addoptics B.V. and of every acceptance, confirmation and ratification by Addoptics B.V. of orders placed by the buyer and of all agreements concerning the sale by Addoptics B.V. and the purchase of goods and services by the buyer, unless and insofar as expressly agreed otherwise in writing with Addoptics 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 B.V. to the buyer and are in no way binding on Addoptics 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 B.V. adds taxes and levies to the sale price if Addoptics 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 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 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 B.V. on all deliveries. Addoptics 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 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 B.V's right to compensation.

J. Settlement with claims against Addoptics 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 B.V is immediately payable in full and Addoptics B.V can settle immediately.

5. Delivery conditions

A. Unless agreed otherwise in writing, the products are delivered by Addoptics 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 B.V, are approximate.

C. Addoptics 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 B.V's obligations towards the buyer.

E. If Addoptics B.V fails to deliver, the buyer will report this in writing and give Illuxtron International the possibility to make a delivery within 14 days. If Addoptics 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 B.V stops, declines, has stopped or has reduced, for whatever reason, Addoptics 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 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 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 B.V remain the property of Addoptics B.V. until the moment that the buyer has fulfilled all his payment obligations towards Addoptics B.V. according to the unique agreement concluded with Addoptics 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 B.V or transfer the ownership of these items as security.

7. Exoneration

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

B. Nor can Addoptics 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 B.V being liable for any resulting damage.

D. If the non-performance or delay lasts 90 days, or Addoptics B.V expects that it will last 90 days, Addoptics 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 B.V is liable for damage to the buyer resulting from intent or gross negligence on the part of Addoptics B.V.

B. Damage that is ascertained later than 12 months 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 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 B.V provides advice without there being an express agreement to provide advice, the advice is free of obligation, and Addoptics 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 B.V does not include the sale of exclusive rights or licensing rights to that product, but only a restricted licence 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 licence to use such software or documentation in combination with or integrated into products delivered by Addoptics B.V, complying with the intellectual property rights of Addoptics B.V.

C. With regard to the software provided by Addoptics 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 B.V., unless this is expressly permitted under the applicable legislation.

D. The buyer will reproduce the certificates of property rights from Addoptics B.V. or its external suppliers in software or documentation supplied by Addoptics 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 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 B.V. and in compliance with the proposed purchase.

11. Intellectual property rights, indemnification

A. Addoptics B.V. indemnifies the buyer from claims by third parties based on the claim that the software provided by Addoptics B.V. infringes their intellectual property rights, on the condition that the software in question was developed by Addoptics 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 B.V. promptly and in writing about intended claims with third parties, leaving the manner of handling the case entirely to Addoptics B.V. and providing Addoptics 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 B.V. infringes the intellectual property rights of a third party, Addoptics 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 B.V. will compensate the buyer for the remaining book value when the infringing software is returned. Further liabilities or obligations to indemnify of Addoptics B.V. due to infringement of intellectual property rights of third parties are excluded.

12. Export and import licences

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

B. If there is another form of restriction or ban due to legislation regulating export or import, Addoptics 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 B.V. has the right to annul the agreement without Addoptics B.V. being financially liable for damage sustained by the buyer.

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

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

F. By accepting the offer from Addoptics B.V., concluding an agreement with Illuxtron International or accepting products from Addoptics 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 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 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 B.V. shall be governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is excluded. The buyer and Addoptics 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 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 Illuxtron International 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 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 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.