



## **1. Validity of these General Terms and Conditions of Service**

1.1. Our services, goods and quotations shall be made exclusively on the basis of these General Terms and Conditions of Service. These General Terms and Conditions of Service therefore apply to business relationships even if they are not expressly agreed. We shall formally refer to these General Terms and Conditions of Service in our quotations and order confirmations. Our General Terms and Conditions of Service shall be deemed to have been accepted at the latest with the unreserved acceptance of our services.

1.2. Deviations from our General Terms and Conditions of Service, in particular in the form of the general terms and conditions for purchases and orders issued by our customers shall not become an integral part of the contract unless we confirm them in writing or they are recorded in writing in a contract.

## **2. Contract quotation and acceptance**

2.1. Our quotations shall be non-binding unless they are expressly shown as binding and have a separate deadline for acceptance. Quotations shall only be deemed to have been accepted by the customer or purchaser when our written order confirmation is received.

2.2. Our binding quotations can only be accepted by means of a written declaration within the specified acceptance period. § 151 of the German Civil Code shall not apply.

Quotation and acceptance declarations by the customer or purchaser shall be irrevocable.

2.3. Drawings, illustrations, dimensions, weights or other performance data from the customer or purchaser shall only be binding for us if they have been accepted in writing in our order confirmation.

2.4. All supplements, modifications and side-agreements must be made in writing. This requirement for written form shall also be satisfied by the transmission of faxes.

## **3. Prices**

3.1. Unless we specify to the contrary, we shall be bound by the prices contained in our non-binding quotations for a period of one month from their date. If the quotation by the customer or purchaser is sent to us after this time, the prices set out in the order confirmation shall apply. If the customer or purchaser does not oppose the new prices within 14 days of receiving the order confirmation, these prices shall be deemed to have been agreed.

3.2. Unless an agreement to the contrary has been made, prices are to be understood ex-works plus normal packaging of our choice and excluding shipment costs plus statutory value-added tax.

3.3. Special requirements shall be charged to the customer.

## **4. Shipment, transport risk**

4.1. The goods shall be transported (shipped) at the risk and expense of the customer or purchaser.

4.2. The method of shipment, route for the shipment and the shipping contractor shall be selected by us on the basis of good commercial practice.

4.3. The transport risk shall be transferred to the customer or purchaser as soon as the shipment has been handed over to the person responsible for its transportation, but at the latest when it leaves our warehouse. If the shipment is delayed or becomes impossible through no fault of ours the transport risk shall be transferred to the customer or purchaser when we notify him that the goods are ready for shipment.

4.4. The shipment shall only be insured at the request of the customer or purchaser and at his expense.

4.5. We make every effort to meet the wishes of the customer or purchaser relating to the shipment. Any additional costs thus incurred, even if delivery is included in the price, shall be charged to the customer or purchaser.

## **5. Lead time, force majeure**

5.1. The deadlines and lead times specified by us are non-binding unless an agreement to the contrary has been made.

5.2. If delays occur in providing the service or it becomes impossible to provide the service as a result of a force majeure (which includes all circumstances and events that we cannot prevent despite carrying out our duties correctly), we shall not be deemed responsible. Our lead time shall be extended by the length of the delay. Interruptions to services caused by a force majeure shall entitle both parties to the contract to withdraw in full or in part from the contract for the original scope of the service after a delay of eight weeks or at such time as it becomes clear that it will not be possible to provide the service.

5.3. The above deadline shall commence on the date on which we provide notification to the customer or purchaser of an interruption to the service, which we will provide without delay.

5.4. If we are responsible for the culpable failure to meet an agreed delivery deadline, we shall only be in default after a reasonable extended deadline has been set by the customer or purchaser.

## **6. Partial services**

We shall be entitled to provide partial services at any time.

## **7. Payment**

7.1. Our invoices shall be due for payment without deductions 30 days after the date of the invoice and shall be payable on a strictly net basis. A payment shall be deemed to have been made when we can freely dispose of the funds. In the event of cheques being deposited, the payment shall not be deemed to have been made until the cheque has been redeemed and the funds have been credited to our account.

7.2. Payment by means of bills of exchange shall require our consent. All charges and costs related to bills of exchange and the risk of prompt presentation and protest shall be borne by

the customer or purchaser. The acceptance of bills of exchange or cheques shall be for the purposes of fulfilment.

7.3. If cash payment is made within 13 days of the date of the invoice, we shall grant a discount of 2%.

7.4. If the payment deadline is not met, statutory default interest will be charged, notwithstanding the right to claim additional damages.

7.5. If the customer or purchaser is in default and there is a justified doubt about his solvency, we shall in particular be entitled to demand security or payments in advance for outstanding goods and to demand immediate payment for invoices from our ongoing business relationship.

7.6. The customer or purchaser shall only be entitled to set off payments against accounts payable by us that are undisputed or have been established by a court of law.

## **8. Construction, purpose**

8.1. Our services are of average type and quality, in particular those based on a raw part drawing and a description furnished by the customer.

8.2. If a specific purpose for the product has been agreed in the contract we shall take the general regulations and requirements resulting from this into consideration. Special requirements, particularly those resulting from international regulations or regulations in countries of destination shall require special agreement.

## **9. Warranty**

9.1. Our information relating to the suitability, processing and use of materials and products and the information provided in the form of technical advice and other details shall be provided to the best of our knowledge and belief but shall not release the customer or purchaser from his duty to carry out final inspections, if necessary by conducting his own tests. This shall particularly apply after the machining of special materials (for example special glass).

9.2. The customer or purchaser must inspect the goods immediately for defects in their properties and to ensure that they are fit for purpose, if necessary by processing specimens. The quantities specified by us or the weight of the shipment must also be verified by the customer or purchaser by reasonable means immediately after delivery has been made.

9.3. The shipment shall be deemed to have been approved if the customer or purchaser fails to lodge an immediate complaint. Complaints shall only be valid if they are made if they are made after the inspection description in number (2) within eight days of delivery, or in the case of concealed defects (for example missing or defective glass coating) immediately after its discovery but at the latest within six months of delivery in writing and attaching verifying documents.

9.4. The warranty obligation shall be limited at our discretion to rework, replacement delivery, cancellation of the contract or a reduction in price.



9.5. Return shipment of defective goods shall be at the expense and risk of the customer or purchaser unless they are shipped with our consent.

9.6. In particular we shall not provide any warranty for damage caused from the unsuitable or improper use of the goods or from natural wear and tear.

9.7. If material for processing is supplied by the customer, we shall not be obliged to carry out any initial inspections or tests. This shall particularly apply to any special materials supplied by the customer (for example special glass). Our inspections and tests shall be restricted to the work carried out by ourselves.

## 10. Compensation

Our liability for compensation shall be excluded for cases of simple negligence. If possible under the law, our obligation to provide compensation, regardless of the legal basis for it, shall be limited to the invoice total of the services provided by us that caused the event from which the damage resulted.

## 11. Reservation of title, current account reservation

11.1. The supplied products shall remain our property until all our accounts receivable from the business relationship with the customer or purchaser have been paid in full. The customer or purchaser may dispose of the supplied products in the course of his normal business activities.

11.2. This reservation shall extend to the full value of products created by processing, mixing or connecting the goods we supplied. If processing, mixing or connecting the goods we supplied with products supplied by third parties means that these third parties also have reserved title to the resulting products, we shall acquire co-title proportion to the invoice values of these end products.

11.3. The accounts receivable from third parties resulting from the sale of the goods supplied by us are hereby assigned by the customer or purchaser in full or proportionate to the value or our co-title (see number (2)) to us for security purposes. We hereby accept this assignment. The customer or purchaser is hereby authorised to collect these accounts payable until we state otherwise or until he has made all the payments required to settle our invoices. The customer or purchaser shall not be entitled to assign these accounts receivable, even for the purposes of collecting them by means of factoring, unless this process also places the factor under an obligation to make payments directly to us from our share of the accounts receivable up to the point at which we have no more receivables outstanding from our customers or vendors based on the current account reservation.

11.4. We must be notified without delay by the customer by means of registered mail of any actions by third parties, in particular in the form of seizure, against products or receivables to which we have rights.

11.5. The exercise of the current account reservation does not equate to any withdrawal from the contract.

11.6. The products that the accounts receivable that take their place must not be pledged to third parties nor may title to them be transferred or assigned as security until our accounts receivable based on the current account have been settled in full.

11.7. If the value of the securities exceeds out accounts receivable by more than 20%, at the request of the customer or purchaser we shall release specific items from the securities at our discretion.

## 12. Technical modifications

We shall be entitled to make technical modifications to the products that we supply if this is necessary for their function or practical for their intended use. In particular we shall be entitled to adjust our goods and services to take account of new technical findings.

## 13. Patents, expertise

13.1. We shall exempt our customer or purchaser and his customers from any claims based on the violation of copyrights, trademarks, patents or protected expertise unless the design of the goods involved was provided by the customer or purchaser. This amount of this exemption obligation shall be limited to the amount of the payment or price. The exemption also requires that the prosecution of lawsuits shall be left to us and that the claimed violation of rights exclusively relates to the design and workmanship of our products and is not linked to their connection or use with other products.

13.2. At our discretion we shall be entitled to exempt ourselves from the obligations set out in paragraph 1 by either:

13.3. obtaining the necessary licences or

13.4. providing our customers or purchasers with a modified product or parts, which, if they are used to replace the violating product or its parts, will rectify the violation of rights claim.

13.5. Unless a specific agreement to the contrary is made, we shall not be obliged to treat any information supplied to us that relates to purchase orders as confidential. The information we receive on the basis of our business relationship or in connection with it, even if it originates from third parties, may be used for operational purposes.

## 14. Withdrawal, forfeit-money

The customer or purchaser may withdraw from the contract before the confirmed, planned date of delivery by paying forfeit-money. This forfeit-money shall be calculated as follows:

- If the notice of withdrawal is made up to two months before the date of delivery: 30% of the order value or purchase price,
- If the notice of withdrawal is made up to one month before the date of delivery: 50% of the order value or purchase price.

The date for deciding the amount of forfeit-money shall be the date of receipt of the withdrawal notification.

The forfeit-money shall be payable on receipt of the withdrawal notification. We expressly reserve the right to claim further compensation.

## 15. Consumer contracts for Internet purchases in accordance with the German Remote Sales Law

The regulations for remote sales contracts (§ 312b - § 312f of the German Civil Code) shall apply alongside our General Terms and Conditions of Service for contracts made with consumers on the Internet.

### 15.1. Cancellation information Right to cancel

The customer may cancel his contract intention within two weeks or alternatively one month, if this information is received after the contract has been concluded, without having to specify reasons in writing (for example letter, fax or e-mail) or by returning the goods. This period shall commence at the earliest on receipt of this information. The prompt dispatch of the cancellation notice or the goods shall be sufficient to meet the cancellation deadline. The cancellation is to be addressed to the following:

Company: POG Präzisionsoptik Gera GmbH

Address: Keplerstraße 35, 07549 Gera

Fax: +49 – (0) 365 – 77393-29

E-Mail: info@precisionoptic.com

Internet: www.precisionoptic.com

### 15.1.1. Cancellation consequences

In the event of the contract being cancelled correctly, both parties must return all goods and moneys received from the other party together with compensation for any benefits. If the customer is not able to return the goods or services to Präzisionsoptik Gera GmbH at all or only in part, he must compensate Präzisionsoptik Gera GmbH for the loss of value. This shall not apply to the supply of goods if the deterioration of the goods is due solely to their inspection (as would be possible for example for the customer in a shop). Furthermore the customer can avoid having to pay compensation by not using the goods as if he were their owner and by not doing anything that will adversely affect the value of the goods. Goods that can be sent by parcel post are to be returned by this method. If goods are returned from a shipment whose total order value was less than EUR 40, the customer must pay for the costs of returning the goods if the goods were as ordered. Otherwise the return of the goods shall be free of charge for the customer. Goods that cannot be sent by parcel post will be collected from the customer.



#### 15.1.2. Special notes

The right to cancel of the customer shall be voided early if the contract partner of the customer has started to complete the service with the express consent of the customer before the end of the cancellation period or if the customer has commenced this work himself (for example by download, etc.).

If the customer has financed this contract with a loan and if he cancels the financed contract, he shall neither be bound by the loan contract both contracts form a single commercial unit. This must in particular be assumed if Präzisionsoptik Gera GmbH has also provided the load for the customer or if the party who provided the loan to the customer has used the cooperation of Präzisionsoptik Gera GmbH in relation to the loan. If Präzisionsoptik Gera GmbH has already granted the loan before the contract is cancelled and the goods returned, the customer can deal both with Präzisionsoptik Gera GmbH and with the loan provider to cancel both transactions.

The right to cancel shall not apply to contracts to supply goods that are made to meet the customer's specifications or are clearly bespoke to suit personal needs or which are not suitable for returning as a result of their properties.

#### 15.2. Return information

Right to return goods for contracts under the German Remote Sales Law

The customer can return the goods without having to give reasons within two weeks or alternatively within one month if this information is not supplied until after the contract was concluded, by simply returning them. This period shall commence at the earliest on receipt of the goods and this information. Only if the goods cannot be sent by parcel post (for example awkward goods) can the customer also declare that he wishes to return the goods in the form of a return request in writing, in other words

by letter, fax or e-mail. The prompt dispatch of the goods or the return request shall be sufficient to meet the cancellation deadline. In any event the goods shall be returned at the expense and risk of the supplier. The goods or the return request is to be addressed to the following:

Company: POG Präzisionsoptik Gera GmbH

Address: Keplerstraße 35, 07549 Gera

Fax: + 49 – (0) 365 – 77393-29

E-Mail: [info@precisionoptic.com](mailto:info@precisionoptic.com)

Internet: [www.precisionoptic.com](http://www.precisionoptic.com)

#### 15.2.1. Consequences of returning goods

In the event of the goods being returned correctly, both parties must return all goods and moneys received from the other party together with compensation for any benefits (for example usage benefits).

Compensation may be claimed if the condition of the goods has deteriorated. This shall not apply if the deterioration of the goods is due solely to their inspection (as would be possible for example for the customer in a shop). Furthermore the customer can avoid having to pay compensation by not using the goods as if he were their owner and by not doing anything that will adversely affect the value of the goods.

#### 15.2.2. Special notes

If the customer has financed this contract with a loan and if he exercises his right to return the goods, he shall neither be bound by the loan contract both contracts form a single commercial unit. This must in particular be assumed if Präzisionsoptik Gera GmbH has also provided the load for the customer or if the party who provided the loan to the customer has used the cooperation of Präzisionsoptik Gera GmbH

in relation to the loan. If Präzisionsoptik Gera GmbH has already granted the loan before the contract is cancelled and the goods returned, the customer can deal both with Präzisionsoptik Gera GmbH and with the loan provider to cancel both transactions.

The right to return shall not apply to contracts to supply goods that are made to meet the customer's specifications or are clearly bespoke to suit personal needs or which are not suitable for returning as a result of their properties.

#### 16. Place of fulfilment, place of jurisdiction, applicable law

16.1. The place of fulfilment for the goods shall be the place of departure of the ordered product. The place of fulfilment for payment shall be Gera.

16.2. The place of jurisdiction, if the customer or purchase is a business entity, shall be Gera or, at our discretion, the general place of jurisdiction.

16.3. The laws of the Federal Republic of Germany shall apply to all contract relationships.

#### 17. Salvatory clause

If one or more clauses in our General Terms and Conditions of Service should contradict any terms and conditions of orders or purchasing issued by the other party to the contract and not revoked by us, the statutory regulation shall apply. If one or more clauses of these General Terms and Conditions of Service should be invalid, this shall not affect the validity of the other clauses. In no circumstances shall the invalidity of clauses in these General Terms and Conditions of Service affect the validity of a main contract.