

1. General

1.1 These General Terms and Conditions of Purchase shall be fully applicable to all contracting partners of FEMTOLASERS from whom FEMTOLASERS purchases supplies and/or other services (hereinafter "Supplier"). Certain provisions shall only be applicable to suppliers of material and components, including tools or auxiliary equipment, designated for production purposes (hereinafter "Production Supplier").

1.2 Any terms and conditions of the Supplier deviating from or supplementing these General Terms and Conditions of Purchase shall not be applicable to the Purchaser even if the Purchaser does not object or the Supplier indicates that it wishes to effect supplies only at its own terms and conditions.

1.3 Any translation of these General Terms and Conditions of Purchase shall be exclusively for convenience purposes. In case of any inconsistencies between the different language versions, the German version of the General Terms and Conditions of Purchase shall prevail.

1.4 Purchase orders and acceptance as well as any changes of and amendments to purchase orders and acceptance shall require written form. This shall also apply to any waiver of the requirement of written form. Any oral side agreements made upon conclusion of the contract shall only be valid if they have been confirmed in writing by the Purchaser. This shall also apply to any changes of the contract following its conclusion.

1.5 If the Supplier does not accept the purchase order in writing within 3 business days ("Order Confirmation"), the Purchaser may cancel the purchase order. In the event that the Order Confirmation deviates from the purchase order in terms of type or scope, even if it is only a minor deviation, the Purchaser shall only be bound if it has given its prior written consent to such deviation.

1.6 Any, even partial, delegation or subcontracting of the ordered supplies or services to third parties shall require the Purchaser's prior written consent.

2. Delivery dates, partial deliveries and contractual penalty

2.1 Agreed delivery dates shall be binding. Unless otherwise agreed, deliveries shall exclusively be made during business hours (8:00 a.m. to 4:00 p.m.). Deliveries shall be deemed made in due time if they are received at the agreed place of delivery or performance, as applicable, in due time. Deliveries including an installation or assembly and the performance of other services shall be deemed made in due time if they are ready for acceptance at the agreed place of performance in due time.

2.2 If the Supplier is culpably in default, the Purchaser is entitled to claim a no-fault contractual penalty of 0.1% of the order value per calendar day, however not exceeding 5% of the order value. The Purchaser reserves the right to assert any further damage exceeding the above.

2.3 Unless explicitly agreed otherwise, partial performances or partial deliveries, as applicable, shall not be admissible.

3. Shipping, place of performance and risk of loss

3.1 Delivery items shall be properly packed and shipped. Packing and shipping instructions given by the Purchaser must be observed. Each delivery shall include the respective delivery notes or packing slips. All documents shall state the order numbers, FEMTOLASERS item numbers and the Purchaser's labelings as requested in the purchase order. A dispatch note shall be sent to the Purchaser no later than on the shipping date.

3.2 The place of performance for deliveries or services by the Supplier shall be the delivery address indicated in the purchase order ("DDP" in accordance with INCOTERMS 2010). If no delivery address has been indicated and the place of performance cannot be derived from the nature of the contractual relationship, the place of performance shall be deemed the Purchaser's address.

3.3 Unless otherwise set forth in individual or framework supply agreements, the risk – irrespective of the agreed INCOTERM – shall only pass to the Purchaser upon its physical receipt of the supply or service.

4. Prices, invoicing, payment and prohibition of assignment

4.1 The prices set by the Supplier shall always be deemed fixed prices.

4.2 The invoice must state the order number, the FEMTOLASERS item number and the labelings as requested in the purchase order.

4.3 Payments shall become due, *inter alia*, subject to the successful acceptance of the supply or service by the Purchaser to the extent an acceptance was agreed or is required by law. If no acceptance was agreed, payments shall become due in accordance with the agreed payment deadline when the supply or service has been completed entirely free from defects. Payments shall be made at the conditions agreed in the purchase order. A cash discount shall also be admissible in case of a set-off or retention right due to defects. Payments shall be deemed made in due time if the Purchaser has given the payment instruction in due time.

4.4 The Supplier may only assign its claims against the Purchaser or have them collected by third parties upon the Purchaser's prior written consent.

5. Inspection of incoming goods, notification of defects

5.1 The Purchaser's obligation under § 377 of the Austrian Business Code (UGB) to notify the Supplier of any defects shall be expressly excluded. Any inspections of the Supplier's supplies or services by the Purchaser, such as the inspections indicated below, shall, therefore, have no legal effect whatsoever.

5.2 The Purchaser shall perform an inspection of the incoming goods in the scope of the ordinary course of business as determined by the Purchaser, i.e. in the case of production parts in the scope of the production process and in the case of service or spare parts in the scope of their intended use.

5.3 The Purchaser may notify the Production Supplier of any defects of the supplies as soon as such defects are detected in the ordinary course of business.

6. Material defects

6.1 The Supplier guarantees that its supplies and services are free from material defects and defects of title and meet the Purchaser's requirements as well as the guarantees of quality given by the Supplier and undertakes to be liable in this regard. For the avoidance of doubt, the Purchaser may also assert statutory warranty rights and damages in addition to the above performance guarantee in this period of time, and if a defect occurs, it shall be assumed for an unlimited period of time that the item was defective upon handover/acceptance.

6.2 The Supplier guarantees that its supplies and services do not violate any rights, in particular in view of the compliance with statutory provisions, regulations or other binding provisions. The Supplier guarantees that all supplies made by it are its exclusive property and do not conflict with any other rights of third parties (e.g. liens, assignments of claims, conditional sales etc.).

6.3 The limitation period shall commence upon the receipt of the supply or delivery by the Purchaser or, as applicable, shall have a term of 5 years as from the Purchaser becoming aware of the defect or damage, if the Purchaser did not detect the defect or damage upon receipt. If an acceptance was agreed or is required by law, the limitation period shall commence upon successful completion of the acceptance. A limitation period shall always be suspended upon notification of a defect.

6.4 The Supplier shall initially remove defects at its own cost by means of subsequent performance, i.e., at the Purchaser's option, either by means of rectification or performance of a new delivery

or service, as applicable. In case of deliveries that were only inspected by taking random samples, this shall apply to the entire delivery. The Supplier shall be free to restrict the subsequent performance to the actually defective items of the delivery. In this case, the Supplier is obliged to verify that the other items that formed part of the delivery do not have the same defects. The subsequent performance shall take place immediately after the notification of the defect. If no subsequent performance takes place or if it fails, the Purchaser may, at its option, either reduce the purchase price or rescind the contract and claim damages instead of the performance or compensation for futile expenses. The Purchaser may at any time remove the defects itself at the Suppliers's expense without prejudice to the Purchaser's rights.

6.5 The Supplier shall bear any and all expenses incurred in connection with the determination of defects and subsequent performance, including the expenses incurred by the Purchaser. This shall also apply to the extent that the expenses are increased as a result of the delivery item being brought to a place other than the place of performance. Any statutory claims of the Purchaser shall remain unaffected by the above provisions.

7. Special notification obligations and duties of care

7.1 If the Supplier becomes aware that the ordered supply or delivery is not suited for the Purchaser's purposes or if the Supplier doubts that the ordered supply or delivery is suited for the Purchaser's purposes, the Supplier shall immediately inform the Purchaser thereof and use its best efforts to effect an adequate change of the purchase order.

7.2 The Purchaser must immediately be notified in writing of any circumstances threatening compliance with the agreed delivery dates for the purpose of agreeing on the further steps to be taken.

7.3 The Supplier shall immediately notify the Purchaser in writing of any changes such as the composition of the processed material or the constructive execution as compared to supplies or services of the same kind previously rendered to the Purchaser. The changes shall require the Purchaser's prior written consent.

7.4 The Supplier shall ensure that its supplies and services are in compliance with the environmental protection, accident prevention and other occupational health and safety regulations, the technical safety regulations as well as any other applicable legal requirements and shall notify the Purchaser of any special legal requirements that are not part of the public domain, such as handling and disposal requirements, in connection with each delivery.

8. Provision

8.1 All items of any kind made available to the Supplier by the Purchaser shall remain the Purchaser's property. They may exclusively be used in accordance with the contract, e.g. to perform the ordered supplies and services.

8.2 The Supplier is obliged to carry out any necessary maintenance and inspection work and take out appropriate insurance for the items made available at its own cost and produce corresponding evidence if requested by the Purchaser.

9. Confidentiality, contractual penalty

9.1 The Supplier undertakes to treat any business and technical data and documents that are disclosed to it in the scope of the business relation and that are not part of the public domain confidentially and to use such information exclusively to perform the ordered supplies and services. If applicable, the Supplier shall impose equivalent obligations on any of its sub-suppliers or sub-contractors.

9.2 This confidentiality obligation shall remain applicable after completion of the purchase order. It shall lapse as soon as and to the extent that the know-how or information contained in the disclosed illustrations, drawings, calculations or other documentation becomes part of the public domain other than as a result of a breach of this confidentiality obligation.

9.3 When quoting references or submitting publications, the

Supplier may refer to the Supplier's company name and trademarks only with the Supplier's prior written consent. The Supplier shall pay a no-fault contractual penalty of EUR 7,500 to the Purchaser for each infringement. Each infringement shall be considered a separate breach and trigger a separate contractual penalty.

10. Product liability, indemnity, third party proprietary rights

10.1 The Production Supplier undertakes to maintain a product liability insurance for its business relationship with FEMTOLASERS; the insurance shall cover an amount of at least EUR two million per personal injury or property damage event, at least maximized two times per insurance year and the Production Supplier shall submit the original insurance policy to FEMTOLASERS to evidence insurance cover.

10.2 The Supplier shall ensure with respect to the territory of the European Union, the EEA, Asia and the USA that its work products are free from third party rights that could preclude or impair their use by the Purchaser or the Purchaser's customers.

10.3 The Supplier shall indemnify the Purchaser from any claims third parties may assert against the Purchaser under section 10.2 as a result of its use of the work products supplied by the Supplier, including from any necessary or expedient litigation costs. If possible, the Supplier shall conduct any necessary litigation itself, in its own name and at its own cost. The Purchaser's statutory rights to claim damages and rescind the contract shall remain unaffected.

11. Spare parts and availability of supplies

11.1 The Production Supplier is obliged to supply spare parts at reasonable conditions for the period of the delivery item's typical physical life, at least however, for a period of five years following the latest supply of the delivery items.

11.2 Should the Production Supplier discontinue its supply of the spare parts after the expiry of the period specified in section 11.1 or should the Production Supplier discontinue its supply of the delivery items during such period, the Purchaser shall be given the opportunity to make one last order.

12. Legal venue and applicable law

12.1 If the Supplier is an entrepreneur or a legal entity under public law, the competent courts of first instance at FEMTOLASERS' registered office shall have exclusive jurisdiction, including in law suits regarding checks and bills of exchange. If the Supplier's registered office is located outside EU territory, any disputes arising out of or in connection with the contractual relationship between the Supplier and the Purchaser shall be settled by an arbitral tribunal in accordance with the Rules of Arbitration and Conciliation of the International Arbitral Center of the Austrian Chamber of Commerce (the Vienna Rules). The language of the arbitration shall be German. Place of the arbitration shall be Vienna. The Purchaser is nevertheless at any time entitled to refer to any state court of competent jurisdiction for the Supplier's registered seat.

12.2 The legal relationship between the Supplier and the Purchaser shall be governed by Austrian law, however excluding its conflict of law rules. These General Terms and Conditions of Purchase shall prevail over the UN Convention on Contracts for the International Sale of Goods, to the extent that it is applicable.

12.3 Should any provision of these Terms and Conditions and any other agreements made by the parties be or become invalid, this shall not affect the validity of the remaining provisions agreed between the parties. The invalid provision shall automatically be replaced by a valid provision that best meets the intended economic objective of the parties. The same shall apply to any gaps or omissions.