

General Terms and Conditions of Sale of Hamamatsu Photonics Deutschland GmbH

Arzbergerstraße 10 · 82211 Herrsching · Germany

– hereafter Hamamatsu –

I General Terms – Scope

- 1 Customers under these Terms and Conditions are independent contractors. Independent contractors are natural or legal persons or partnerships of legal capacity pursuing commercial or independent professional activities.
- 2 The Terms and Conditions apply to all similar current and future business relations with the Customer. Other contrasting, contradicting or supplementing general terms and conditions of the Customer – even if known or no objection is raised after receipt and delivery by Hamamatsu without comment respectively – do not become an integral part of the contract unless explicitly approved of in writing by Hamamatsu. As for the rest, the general terms and conditions of the Customer are expressly contradicted.

II Conclusion of Contract

- 1 Any offers submitted by Hamamatsu are non-binding. The written confirmation of order submitted by Hamamatsu is authoritative for the contractual content. Oral statements made by representatives and employees, oral agreements or subsequent amendments to the contract are only valid if confirmed by Hamamatsu in writing. This also applies to changes to the provision governing the written form.
- 2 Technical data, information, illustrations, drawings, weights and measurements and descriptions, etc. in quotations, price lists and other general printed matters only represent approximate values, unless a particular property is explicitly agreed upon in writing.
Hamamatsu reserves all rights of property and intellectual property regarding cost estimates, drawings and other documents. They must not be made available to third parties.
- 3 The Customer is bound to its contractual offer for a period of four weeks after receipt at Hamamatsu.
- 4 The conclusion of contract is subject to the correct and timely supply of Hamamatsu by its suppliers, when Hamamatsu is not responsible for non-delivery, especially in the case of a matching cover transaction with the supplier of Hamamatsu. The Customer will be immediately informed on non-performance. Any consideration will be refunded immediately.
- 5 Hamamatsu can withdraw from its own quotation or from the contract, if the Customer is in arrears regarding payment, a credit report is proven to be unsatisfactory or if other risks endanger due performance by the Customer.

III Prices and Terms of Payment

- 1 Prices are charged by Hamamatsu ex place of delivery Hamamatsu, excluding applicable VAT. Payments shall be made without any deductions and free of transaction charges to the seller's designated account(s) within 30 days after date of invoice, unless otherwise agreed upon. For new customers delivery is exclusively subject to advance payment unless otherwise agreed upon.
- 2 In the case of non-payment within the agreed period the Customer undertakes to pay interest at the customary rate in banking.
- 3 In case of improper payment including interest, Hamamatsu has the right of retention also with regard to current non-set-off transactions / not connected contracts.
- 4 A set-off by the Customer is excluded unless claims exist which have been established as final and conclusive or are recognised by Hamamatsu.
- 5 The Customer can only exercise the right of retention, if his counterclaim is based on the same contractual relationship and is a set-off transaction / connected contract.

IV Delivery. Delivery Time

- 1 Dates of delivery are generally nonbinding provided that Hamamatsu has not explicitly confirmed something else in writing. Deliveries are effected EX WORKS (Incoterms 2010) Herrsching, Hamamatsu. Place of fulfillment for all other obligations is 82211 Herrsching am Ammersee. The risk of accidental loss or accidental deterioration of goods is transferred onto the Customer upon the transfer of goods, i.e., in the case of a contract providing for delivery by mail upon delivery of the shipment to the forwarding agent, carrier or agent or entity otherwise in charge of the shipment's dispatch. This also applies in case of part shipments or in case of delivery freight prepaid. Hamamatsu has the right to choose the means of transportation.
- 2 Costs incurred in shipment, especially freight, packaging and any insurance cost, shall be borne by the Customer. This also includes any additional cost, if fast freight, express delivery or advance delivery of part shipments is stipulated for any reason.
- 3 The Customer will immediately, without delay, notify in writing the carriers executing transport as well as Hamamatsu on any damage or loss occurred during transport.
- 4 Hamamatsu is entitled to partial delivery, unless it is unreasonable for the Customer.

V Retention of Title

- 1 Hamamatsu reserves the title – also for deliveries sent abroad – to all shipments (privileged property) until all claims relating to the business transaction have been settled by the Customer. In the event that the goods subject to retention of title are located abroad, the Customer undertakes to help perform all actions and declarations to provide Hamamatsu with equal security on the retention of title.
- 2 The processing of the goods by the Customer is always done in the name and on behalf of Hamamatsu.
In case that the goods delivered are processed or mixed with other objects not belonging to Hamamatsu, Hamamatsu acquires the co-ownership in the new subject-matter, corresponding to the ratio of value of the goods delivered by Hamamatsu to the objects otherwise processed. In case the Customer acquires sole ownership by way of processing or mixing the Customer already assigns to Hamamatsu co-ownership corresponding to the ratio of value of the goods delivered by Hamamatsu to the value of the goods alien to Hamamatsu at point of time of processing/mixing. The new subject-matter, which occurs as a consequence of processing or mixing, is considered privileged property under this provision.
- 3 The Customer is entitled to dispose of the goods by way of ordinary business transactions, but not to pledge or transfer them as a collateral security. The Customer already now assigns to Hamamatsu all claims arising from such disposal, up to the invoiced amount. Hamamatsu accepts the assignment. The Customer remains authorized to collect the claims. Hamamatsu is entitled, however, to revoke this authorisation at any time. The Customer is not authorised to assign the claims as a result of the collection authorisation. Hamamatsu reserves the right to collect the claim itself as soon as the Customer defaults in payment.
- 4 The Customer undertakes to notify Hamamatsu without delay of any seizure of the goods by a third party, such as levy of execution, and of any damage to or loss of the goods. The Customer will point out the ownership of Hamamatsu to the third party as well as to the executing body.
The Customer undertakes to immediately inform about any change in possession of the goods as well as about his own change of registered place of business.
If the privileged property is seized by a third party, the Customer shall bear all costs incurred for a revocation of the seizure, especially due to action against execution, and for the replacement of the subject-matter.
- 5 Hamamatsu undertakes, at the Customer's request, to release any collateral to which Hamamatsu is entitled, inasmuch as the value of the collateral of Hamamatsu exceeds the underlying claim by more than 20%.
- 6 In the event of a breach of contract by the Customer, especially if he is in default of payment after the expiration of a grace period, Hamamatsu shall first give written warning, but is then entitled to withdraw from the contract and to have the goods subject to retention of title returned. The Customer is obligated to surrender the goods. Revocation or assertion of retention of title rights or using the goods subject to retention of title as security by Hamamatsu does not constitute a withdrawal from the contract unless this is explicitly stated by Hamamatsu.

VI Arrears, Breach of Contract

- 1 Apart from his payment obligation the Customer's main duty is to accept the object of purchase.
The Customer is in arrears regarding acceptance unless he accepts the subject-matter as agreed, within two weeks after notification of the readiness for dispatch or the completion of work.
- 2 If the Customer is in arrears regarding payment and/or acceptance or if he has violated his contractual duties, especially the duties regarding Section V, Hamamatsu is entitled to claim rights, if provided for by statute, such as the right to withdrawal or the claim for damages.
In the case that damages are claimed, Hamamatsu is entitled to claim, at its own discretion, either the damage actually incurred or 30% of the agreed price in lump sum compensation. The Customer is free to provide evidence of a smaller damage.
- 3 The Customer shall bear the cost incurred to Hamamatsu due to withdrawal, especially regarding transport and storage.
- 4 If the prerequisites in item 1 are fulfilled, the remainder of the amount owed is immediately due for payment. Any granted special privileges are void with retroactive effect. When any discounts are granted, the current price list shall be applicable.
- 5 The Customer undertakes to pay interest on arrears amounting to 8% above the applicable base rate. The rights to provide evidence of and claim greater damage due to delay remain reserved.

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- 6 In the event that a delivery deadline is not kept due to force majeure, strike or any other event out of Hamamatsu's control, the delivery period shall automatically be extended by an appropriate period. The same applies if Hamamatsu is not supplied as ordered or in a timely fashion.

VII Warranty

The Customer is entitled to the legal warranty claims, subject to the following provisions:

- 1 The subsequent performance owed by Hamamatsu is considered failed after the second attempt. Hamamatsu must be granted each opportunity of subsequent fulfilment within a reasonable period.
- 2 In case of minor infringement of contract, especially immaterial defects, the Customer is not entitled to rescind from the contract.
- 3 The Customer is obliged to report in writing to Hamamatsu obvious / apparent defects without delay/immediately, however, within 3 days beginning upon receipt of the goods at the latest; latent defect have to be reported in writing upon discovery without delay/immediately, however, within 3 days at the latest; otherwise warranty will be excluded.
- 4 The Customer bears the burden of proof with regard to all preconditions, especially with regard to the defect itself, for the point of time of the discovery of the defect and for the timely notification of defects.
- 5 Goods complained about must be returned to Hamamatsu free of charge, stating the customer number, invoice number, order number, etc. If the goods are actually defective, the carriage for the least expensive type of dispatch will be reimbursed by Hamamatsu.
- 6 If, after failed subsequent performance, the Customer chooses to withdraw from the contract, he is not entitled to claim any additional damages based on the defect. If, after failed subsequent performance, the Customer chooses damages, the goods will remain with the Customer, if reasonable. Damages are limited to the difference between the purchase price and the value of the defective subject-matter. This does not apply if Hamamatsu has fraudulently caused the breach of contract.
- 7 For new goods the warranty period is one year from delivery of the subject-matter, if the Customer has notified the defect in due time (item 3 of the provision). Excluded hereof are wear parts whose durability is subject to Hamamatsu's specification.
Any warranty is excluded for used delivery items.
The provisions governing supplier's recourse regarding the sale of consumer goods pursuant to §§ 478, 479 German Civil Code (BGB), remain unaffected from sentence 1 to 2.
- 8 As for the properties of the goods the manufacturer's product description is exclusively applicable. Public statements, praise or advertising by the manufacturer do not warrant for any contractual properties of the goods.
- 9 If the Customer receives defective assembly instructions or operating manuals, Hamamatsu is only obliged to provide assembly instructions or operating manuals free from any defect, but only in the event that the defect in the assembly instructions or operating manuals prevents proper assembly or initial operation.
- 10 Hamamatsu does not grant any guarantees to the Customer in the legal sense.
If applicable, Manufacturer's guarantees remain unaffected from this.

VIII Intellectual property rights, defects of title

- 1 Hamamatsu is only obligated to make deliveries within the Federal Republic of Germany free of intellectual property rights of third parties ("property rights"). If a third party asserts claims against the Customer due to infringements of property rights resulting from deliveries performed according to the contract, Hamamatsu shall be liable to the purchaser within the period stipulated as follows:
 - a Hamamatsu shall at its own discretion and cost either obtain a utilisation right for the affected deliveries, to perform a change so that the property right is not infringed, or to exchange the item of delivery. If this is not possible for Hamamatsu at reasonable conditions, then the Customer's claim for damages is based and restricted by Section IX.
 - b Hamamatsu is only obligated pursuant to the above provisions if the Customer notifies Hamamatsu immediately in writing about the claims asserted by the third party, if no infringement is acknowledged and all counter measures and settlement negotiations remain open to Hamamatsu. If the Customer subsequently ceases

to use the delivery for any reason, including damage mitigation, he is required to inform the third party that this does not constitute any acknowledgement of a property right infringement.

- 2 If and to the extent that he is responsible for the property rights infringement, the Customer may not assert any claims.
- 3 The Customer also has no claim if and to the extent that a property right infringement has been caused as a result of
 - a – specifications of the Customer
 - b – a use not foreseeable to Hamamatsu
 - c – changes made to the delivery by the Customer
 - d – use of the delivery object together with products not delivered by Hamamatsu.In these aforementioned circumstances the Customer shall release Hamamatsu of third party claims.
- 4 For the rest, Section IX applies.

IX Limitation of Liability

- 1 Hamamatsu shall be liable only for intent and gross negligence of its own or its employees and vicarious agents and only up to the foreseeable and damage typical to the type of contract in question, however its liability shall in any event not exceed the value or amount of the contract. The purchaser shall not be entitled to any claims flowing from subsequent damage, consequential damage or pecuniary loss or loss of profit.
- 2 Customers' claims for damages due to a defect become statute-barred after one year from the delivery of the goods.
- 3 The Customer's claim of compensation is not restricted in case of intent, gross negligence, fraudulent concealment, fundamental breach of contract, a guarantee, guaranteed quality relating to specification not kept, there has been injury to life, limb, health or liability pursuant to applicable Product Liability Law. The aforementioned provisions do not involve a change in the burden of proof to the detriment of the purchaser.

X. Disposal

- 1 The Customer undertakes to duly dispose of the delivered goods pursuant to the statutory rules, at his own expense, after use has ended.
- 2 The Customer releases Hamamatsu from the obligations pursuant to § 10, paragraph 2, Electric and Electronic Equipment Act (the manufacturer's duty to take back), and thus from third party claims related to this.
- 3 The Customer has to oblige by contract any commercial third parties, to which he hands over the delivered goods, to duly dispose of these pursuant to the statutory rules at their own expense after use has ended, and, in the event of another transfer, to impose a corresponding obligation.
- 4 If the Customer fails to oblige by contract any third parties, to whom he hands over the delivered goods, to assume the obligation of disposal and to impose further obligations, the Customer undertakes to take back the delivered goods after use has ended, at his own expense, and to duly dispose of these pursuant to the statutory rules.

The claim of the manufacturer / Hamamatsu regarding the takeover / release by the Customer does not become statute-barred before the expiry of two years, after use of the equipment has finally ended. The two-year period of the suspension of the statute of limitation starts at the earliest with the receipt of a written notification of the Customer at the Manufacturer's, regarding the end of use.

XI Final Provisions

- 1 This contract is governed by the Law of the Federal Republic of Germany.
- 2 The exclusive legal venue for all disputes arising from this contract is 82211 Herrsching/Germany. This is also applicable if the Customer's place of general jurisdiction is not in the Federal Republic of Germany or the Customer's headquarters or place of residence is unknown at the time when legal action is filed.

Dated 25/02/2013

Quotation

Hamamatsu Photonics Deutschland GmbH - Arzberger Str. 10 - 82211 Herrsching

Czech Metrology Institute
Mr. Marek Smid
Laboratory of Optics
V Botanice 4
15072 - Praha 5
CZECH REPUBLIC

Quotation No: G54706
Quotation Date: 23.06.16
Revision No: 1

Customer No: HPD010078
RFQ No:
Your Contact: Marek Smid

Sales Contact: Siegfried Schmid
Department: Sales Components
Phone: +49 8152 375 124
Fax: +49 8152 375 111
E-Mail: sschmid@hamamatsu.de

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Dear Mr. Smid,

Pos.	Part No. Description	Quantity [pcs]	Unit Price EUR	Net Amount EUR
1.1	H11890-110 Photon Counting Head RoHS conform	1	2.330,00	2.330,00
2.1	H11890-210 Photon Counting Head RoHS conform	1	2.610,00	2.610,00
3.1	H11890-01 Photon Counting Head RoHS conform	1	2.660,00	2.660,00
Total exclusive of Tax				7.600,00

This quotation is subject to our General Terms and Conditions of Sale dated 25 Feb, 2013.

Offer without engagement

Terms of Delivery: . CIP Praha Incoterms 2010
Payment Terms: 30 days net
Delivery Time: approx. 8 weeks

HAMAMATSU PHOTONICS DEUTSCHLAND GMBH

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82211 Herrsching - Deutschland
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Fax: +49 (0) 8152 2658
Web: www.hamamatsu.de

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IBAN: DE07 3001 0700 0000 2208 74
Commerzbank München | BIC: COBA DE 33
IBAN: DE13 7004 0041 0150 4943 00

Handelsregister:
München HRB 79474
WEEE-Reg.-Nr. DE 834 183 19
USt-IdNr. DE 128 228 814
Geschäftsführer: Dr. Peter Eggel



Quotation

Quotation No: G54706
Quotation Date: 23.06.16
Revision No: 1

Customer No: HPD010078
RFQ No:
Your Contact: Marek Smid

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Prices are exclusive of VAT.

This quotation is subject to our Standard Terms and Conditions of Sale. You can view them on our website at: www.hamamatsu.eu/gtc/de

We hope that this quotation is of interest to you.

Yours faithfully

HAMAMATSU PHOTONICS DEUTSCHLAND GMBH

i. A. Siegfried Schmid
Sales Engineer

HAMAMATSU PHOTONICS DEUTSCHLAND GMBH

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