



General Terms and Conditions

V4 – 08 August 2011

1- Quotations

Each quotation submitted by Manlight is without engagement and not binding, unless in the offer something else is explicitly determined.

All prices are quoted in Euros(€) unless no other currency(e.g. US Dollar \$) has been agreed upon, excluded value added tax (VAT) as respectively required by law, excluded as well as costs for loading, shipping, transportation insurance and customs costs.

The shipping term in the quotation is “ex works” pursuant to the Incoterms 2000. Shipping and related expenses are to be borne by the Purchaser.

We reserve the ownership rights and copyrights to all documentation connected with a quotation. The ordering party is obligated to maintain strict confidentiality even if he does not place an order.

2- Prices

Prices are firm during the period of quotation or a contract unless changed by an agreement between both parties.

Prices only include goods and services described in the quotation or in the contract.

Discounts are only granted by us in writing.

The Purchaser shall bear the costs of any changes in prices agreed in a foreign currency or in exchanging the Euro (€) that arise after closing of contract.

Our list prices valid on the day of quotation shall apply if a fixed price has not been agreed.

Prices do not include proprietary rights, patent rights and qualification unless previously agreed in writing.

3- Conclusions of Contract

A contract shall not become effective before the order has been confirmed in writing by Manlight.

All acceptances of proposals, assignments as well as all orders need a confirmation in writing or via fax from Manlight.

All dates of delivery given by us are approximate terms and shall not be binding as long as they have not been separately and in writing agreed.

All offers, drawings, depictions, measurements, weights and other performance figures contained therein, shall be without obligation.

Silence to our order confirmation is regarded as acceptance.

4- Performances, Shipping dates & Transportation Risks

Performance and shipping dates specified or communicated by Manlight to the Purchaser are approximate dates only and the failure to perform or ship on such dates shall not be considered a breach by Manlight. All claims for shortage of products ordered or for incorrect charges must be presented to Manlight within 14 days after receipt by the Purchaser of the particular shipment of products.

The shipping term is “ex works” pursuant to the Incoterms 2000. Manlight performs the packaging of the products with the adequate packaging materials. Further expenses including loading, shipping, transportation insurance and customs are to be borne by the Purchaser.

Manlight insures its deliveries in transit only on the Purchaser’s expressed wish & expenses.

Manlight reserves the right to determine the shipping haulier and transport means even if the Purchaser wished and selected another Incoterm.

Partial deliveries are permissible in writing.

5- Force Majeur

Manlight shall not be responsible or liable for any delay, failure to deliver goods or perform, due to any foreseen circumstances or causes beyond control of Manlight, including but not limited to acts of fire, flood, explosion, earthquake, tornado, war, insurrection, embargo, acts of civil or military authorities, delay in delivery by Manlight suppliers, accident, strike, or other labour dispute, inability to secure labour, materials, facilities, energy or transportation. In the event of force majeure condition, the Manlight timing for delivery or other performance will be extended for a period of time equal to the duration of such force majeure condition.

6- Cancellation and Specification Modifications

In the case of an order or contract cancellation or specifications modification, the Purchaser shall keep delivered products and accept the products in the process of manufacturing and/or entered in the planning. He shall pay 50% of the product

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price for all the components specially bought for his order, except for components orders successfully cancelled to Manlight's suppliers.

7- Terms of Payment

All terms of payment are subject to approval by Manlight. Payment terms for Purchaser of approved credit are net fourteen (14) days after make out the invoice (same date like shipping date). All payments not received when due shall be subject to an additional charge of one and a half percent (1.5 %) per month (annual rate 19.56 %) of the unpaid amount until date of payment. There shall be no set-off right for the Purchaser.

Payments are to be made free of any bank fees or other charges. The Purchaser will be charged for any occurring fees.

The products remain our property until complete payment of all invoices no matter on what legal grounds. We reserve the right to make deliveries conditional upon advance payment, cash payment or c.o.d. especially in instances of first orders or outstanding overdue payments.

8- Product Warranty & Liability

Manlight warrants only to the original Purchaser that all products, other than Software, made by Manlight are free from defects in material and workmanship for a period of one (1) year from the date of shipment unless something else is explicitly determined. The Fiber Lasers (particular pump diodes) warranty is subject to the ISO17526:2003(E) restriction. Manlight takes under no circumstances any responsibility or liability for any third parties damages or disturbances of a process inline. Manlight also does not take any process liability for the Purchaser's applications. The Purchaser is responsible for the integration and the parameterization of the Manlight product.

Under warranty, Manlight will repair returned products or provide a replacement product at its sole option, for any product made by it, which upon inspection by Manlight and in the sole opinion of Manlight, is determined to be defective in workmanship or material and has in fact failed.

All products repaired or replaced under warranty are only warranted for the remaining unexpired period of time in the original warranty (date of shipment) for the particular defective product.

Manlight reserves the right, at its sole option, to issue a credit note for any defective product as an alternative to repair or parts thereof which have been accidentally damaged, disassembled, modified, misused, used in applications which exceed their specifications or ratings, neglected, improperly installed or otherwise abused.

The warranty excludes and does not cover defects or damages resulting from any of the following:

Output terminations like collimators, couplers, fibre connectors, fibre cables and bare fibres. These sensitive parts need special care and clean handling.

Further the warranty excludes back reflection, product opening with removing of warranty labels, not followed information and precautions contained in the operating manual, interfacing of components or accessories from other manufacturers than Manlight which caused damages to Manlight's product.

All products identified as prototypes or to be used in field trials are not warranted unless something else is explicitly determined.

The Purchaser must claim under the warranty not later than fourteen (14) days in writing after the claimed defect is discovered. All claims under this warranty must be made by the Purchaser and no claim will be accepted from a third party. Manlight has no responsibility for warranty claims more than fourteen (14) days after the claimed defect is discovered by the Purchaser.

Manlight guarantees subsequent supply of spare parts or assemblies for (5) years from the date of delivery.

9- Laser Safety

All lasers of Manlight are class 4 laser products. Persons working with Manlight's laser have to wear proper safety goggles. Do not open the laser or remove the laser fibre cable while the laser is operating. The Purchaser must follow to the compliance with the current European safety regulations governing the operation of the laser. We explicitly make reference to the pertinent accident prevention regulations, above all those of the employers' liability insurance association e.g.

10- Repair Procedures

Manlight will only accept returns for which an approved Returned Material Authorization (RMA) has been issued by Manlight. Defective products shall be returned prepaid and insured to Manlight's Headquarter in Lannion.

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Delivery notes, invoices and all correspondences must include our Returned Material Authorization (RMA) and if applicable delivery notes must be broken down in type, quantity and weight.

All products which have been returned to Manlight but which have found to meet all previously applicable specifications for such products, shall be subject to Manlight's standard examination charge of 150 Euros(€), which shall be charged to the Purchaser. All products returned to Manlight which are not accompanied by an itemized statement of the defects, shall be returned to the Purchaser at the Purchaser's expense and no evaluation of such products shall be carried out by Manlight.

Warranty cannot be applied for products staying in stock for a long period of time without being started. It means that products cannot be returned through the RMA process without being firstly started for a period greater than 3 months.

11- Rights of intellectual property and tooling

All right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other apparatus programs and related documentation, other works of authorship fixed in any tangible medium of expression, mask, words, or other forms of intellectual property whether or not subject to statutory protection, which are made, created, developed, written, conceived or first reduced to practice by Manlight solely, jointly, or on its behalf, in the course of, arising out of or as a result of work done under a purchase order, and any tooling, set-up, fitting-up and preparation charges whether or not invoiced, shall belong to and be the exclusive property of Manlight.

Manlight reserves the right to improve or modify its products without prior notice.

12- Miscellaneous

This Agreement sets forth the entire agreement between Manlight and the Purchaser and replaces all prior terms and conditions, oral or written, between the parties for the Goods. Waiver by Manlight of any provision herein shall not be deemed to be waiver of such provision in the future or any other provision. The Purchaser may not assign or transfer any right hereunder without the prior written consent of Manlight.

13- Applicable Law, Jurisdiction

The construction, interpretation and performance of this Agreement shall be governed by the "Tribunal de Grande Instance de Guingamp", France as applicable without regard to conflicts of law principles.

Manlight is entitled to take legal actions against the customers at his place of jurisdiction.

The contractual relationship is subject to the French law in all cases under the exclusion of all conflicting laws and the Vienna version of the UN Convention on Contracts for the International Sale of Goods(CISG).

This translation is given for convenience purpose only. In any case of divergence between the French and the English version of these Terms and Conditions, the French version shall prevail.