

### WEBSITE SALES - TERMS AND CONDITIONS:

1. II-VI Optical Systems Inc. (II-VI OS) will charge a \$275 fee to any resulting contract for each export license application required. Should a license be rejected by the DOS, customer will be responsible for all costs incurred by II-VI OS in performance of the order, regardless of non-fulfillment of order deliverables. If all docs are not received within 60 days of order, we will stop work and reassess delivery date upon receipt of documents.
2. Tooling, processes, materials used, techniques and designs not customer furnished, contain proprietary information of II-VI OS and shall not be considered government or customer property and will remain the property of II-VI OS.
3. II-VI OS's Intellectual Property which may include, but is not limited to, tooling, processes, methodologies, coatings, materials, and designs will remain the exclusive property of II-VI OS unless expressly agreed upon in writing by both parties and shown to be a specific contract deliverable. Unless otherwise specified, in cases where the tooling, processes, or design becomes a contract deliverable, II-VI OS retains all rights to the design or process for use in other parts of II-VI OS's business. In addition, buyer may not reverse engineer any product, process, coating, or tool, as a result of this quotation.
4. II-VI OS Standard Warranty (copy attached) will apply to any resultant order.
5. The Customer shall be responsible for shipping costs, tariffs, and import/export license fees.
6. Payment shall be made in U.S. Funds, Irrevocable Letter of Credit shall be issued and defined prior to acceptance of the order.
7. An End-User Certification shall be obtained from customer prior to contract award.
8. II-VI Optical is specifically prohibited from the distribution of optical components containing thorium to persons or entities outside the US. Shaping, grinding, polishing, or alteration of finished optical components containing thorium in the coating is prohibited. The use of optical components containing thorium in the coating in contact lenses, spectacles, or in eyepieces in binoculars or other optical instruments is prohibited.
9. II-VI OS's shipping terms are FOB Origin. If the preferred carrier and account numbers are specified in the purchase order, II-VI OS will ship as requested; otherwise II-VI OS will ship via the best available method and bill separately for the actual cost of shipment with no prior purchase order modification request.
10. Cost of sales is escalated each Fiscal Year.
11. A purchase order should be placed to:

II-VI Optical Systems, Inc. (formerly known as Max Levy Autograph, Inc.)  
2710 Commerce Way  
Philadelphia, PA 19154  
DUNS: 008339988  
TIN: 95-2120954

Contract performance will take place at the following physical location:

2710 Commerce Way

**MATERIALS THAT MATTER**

Philadelphia, PA 19154

**II-VI OS Standard Warranty**

II-VI Optical Systems Inc. (II-VI OS) warrants to the Buyer of each Product of II-VI OS's own manufacture ("Product") that each Product will be free from defects in materials and workmanship for one year from the date of shipment of the Product to the Buyer, subject to the following conditions:

The obligations of II-VI OS under this Standard Warranty shall be limited to either, at the option of II-VI OS: (1) the replacement, repair or rework of any Product upon the shipment of such Product, freight prepaid by Buyer to the II-VI OS factory; or (2) the provision to Buyer of a credit against future purchases in an amount equal to the purchase price of the defective Product. Should a repair be necessary, mutual concurrence and documentation of the repair shall be obtained prior to beginning repair. If upon completion of our evaluation (inspection and testing) II-VI OS determines a product to not be defective, the costs to perform that evaluation will be paid by the Buyer upon receipt of II-VI OS's invoice.

IN NO EVENT WILL II-VI OS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF BUYER INCLUDING, WITHOUT LIMITATION, LOST PROFITS, INTERRUPTION OF SERVICES, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF II-VI OS HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE FOREGOING REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR ANY BREACH OF WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

All claims under this Standard Warranty must be received by II-VI OS within ONE (1) YEAR after the date on which the Product was shipped to Buyer. In the case of a replacement or repair of a Product, Buyer shall only ship a defective Product to II-VI OS after an authorized representative of II-VI OS has provided a Return Material Authorization (RMA) number for such warranty claim.

With respect to such returns, Buyer is solely responsible for properly packaging any Product to be returned to II-VI OS under this Standard Warranty. Products must be packaged in their original manufacturer's packaging or equivalent. Products must be packaged in separate shipping containers with the RMA Number clearly identified and marked on the outside of the shipping container. If there are questions regarding proper packaging and shipping, contact II-VI OS for guidelines. II-VI OS will not be responsible for replacing or repairing any Product damaged while in transit to II-VI OS regardless of cause, including specifically damage due to faulty or deficient packaging.

This Standard Warranty shall be void and shall not apply with respect to any Product which, upon inspection by II-VI OS, shows evidence of alteration, negligent handling, or improper installation or application, degradation during use, or as a result of alteration or other causes beyond the control of II-VI OS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN. THIS WARRANTY VOIDS AND EXCLUDES ANY AND ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED OR ARISING UNDER ANY LAW, RELATING TO THE GOODS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSES.

THE LIABILITY OF II-VI OS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES WITHOUT LIMITATION OF ANY KIND, INCLUDING, RESTITUTION, SHALL NOT IN ANY EVENT, EXCEED THE PRICE PAID BY THE BUYER FOR THE PRODUCT OR SERVICES PROVIDED BY II-VI OS.

## MATERIALS THAT MATTER

NO PERSON, FIRM OR CORPORATION IS AUTHORIZED TO ASSUME ON BEHALF OF II-VI OS ANY ADDITIONAL OBLIGATION OR LIABILITY NOT EXPRESSLY PROVIDED HEREIN, EXCEPT IN A WRITING DULY EXECUTED BY THE CONTRACTING OFFICER OF II-VI OS.

SPECIAL CONDITIONS:

COAT ONLY SERVICE WARRANTY:

When parts are sent to II-VI OS for coatings only, II-VI OS will make no warranties or guarantees that the agreed upon coatings will be successfully applied to given part.

II-VI OS will exercise reasonable care in coating of customer supplied parts. However, II-VI OS will assume no responsibility for the costs of stripping, replacement or repolishing of customer supplied parts required due to:

- 1) Failure of coating
- 2) Failure of parts during coating, or
- 3) Failure of parts when being handled with proper care.

II-VI OS will perform up to five (5) coating runs as necessary and at II-VI OS's discretion to complete the agreed upon coating or coatings at no additional coating charge to the customer, if more than one attempt is necessary.

DEVELOPMENT PROGRAMS AND COATINGS WARRANTY:

If the agreed upon coatings or processes are developmental in nature as defined by II-VI OS, then II-VI OS makes no guarantees that the coatings or processes will meet the targeted specifications of the customer. Upon completion of five (5) attempts being performed to manufacture a particular developmental coating or process, an agreement will be reached prior to the performance of additional coating runs, iterations, and/or engineering effort if required and an equitable adjustment will be made to the contract price

ALL OF THE WARRANTIES AND LIMITATIONS ON WARRANTIES SET FORTH IN THE (II-VI OS's) ABOVE STANDARD WARRANTY APPLY AND ARE IN ADDITION TO THE COATING SERVICE WARRANTY AND THE DEVELOPMENTAL PROGRAMS AND COATINGS WARRANTY.

REPAIR AND REWORK WARRANTY:

Any items undergoing repair or rework are subject to the II-VI OS Standard Warranty only for services rendered as part of that RMA. All other aspects of the returned product remain subject to the original warranty based on the original order delivery date.