



Terms & Conditions for Sale of Optical Components & Services

By agreeing to this quotation that in turns becomes a purchase order it implies complete acceptance of the following terms and conditions.

1. General: All quotations are based on the information received. Typographical and stenographic errors subject to correction. Prices and deliveries are based on costs and conditions existing on the date of quotation and are subject to change by the Seller before final acceptance. Prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by Sydor Optics. Delivery quoted is an estimate based on current facility loading at the time of this quotation. All quoted prices assume single shipment unless otherwise specified on the quotation. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller unless approved in writing by Sydor Optics.

2. Goods & Services: The goods and services described in the Purchase Order provided to our customers are all subject to the Terms and Conditions of this document. The Customer agrees to be bound by and to comply with all such conditions. Other terms and conditions are not binding upon Sydor Optics, unless accepted in writing. All tooling is billable at placement of order. All parts manufactured to company standard manufacturing tolerances where none exist. Sydor may contact customers to clarify interpretations of specifications or to ask for missing specifications needed for manufacturing. Measurement data assumes to be Sydor verification only, no data provided, unless specified at the quote stage.

3. Acceptance & Cancellation of Purchase Orders: Order acknowledgement will be sent for all purchase orders within 2 business days of receipt. Certain instances will require acceptance of order with confirmation of delivery date at a later time. Sydor reserves the right to refuse acceptance of any order for any reason. All orders are assumed not DPAS rated. Sydor reserves the right to requote DPAS rated orders if not specified as such in the quote stage. Cancellation of orders will result in a 10% cancellation charge added to the expenses incurred to date for work in process.

4. Government Contract Provisions: If this order is to support a government contract this order will comply by the terms and conditions of the government contract made applicable by law.

5. Customer-Supplied Material: Although Sydor Optics makes every effort to handle customer-supplied material with the greatest possible care all customer-supplied material is handled solely at customer risk. When quotation specifies material to be furnished by the purchaser



ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Sydor Optics assumes no financial liability or obligation to provide any form of insurance coverage for the material during processing by Sydor Optics or its sub-contractors. Should Sydor yield additional parts they will be sold at the quoted price or kept in stock for future sale. All scrap material will be the property of Sydor Optics.

6. Changes: The Customer may make changes to purchase orders including drawings and specifications for manufactured goods, location of delivery, or other change by giving appropriate written notice to Sydor Optics. If such changes affect unit cost, cost of ordered material or cost of labor already implemented Sydor Optics may need to adjust the due date. This adjustment will be made by mutual consent between Sydor Optics and the Customer.

7. Record Retention: All drawings, specifications, notes, statement of work, purchase orders, production notes, etc. will be retained as per the company's record retention policy for a minimum period of 3 years. 2 Terms & Conditions | Jan. 25, 2014 Sydor Optics, Inc.

8. Quantities: There are occasions due to yields that Sydor will need to ship short on an order. These rare occasions will be discussed with the Customer.

9. Blanket Order Requirements: Sydor will accept multi-delivery, blanket orders with the following conditions. A delivery schedule must accompany the blanket order. Sydor is flexible to an extent on the revisions of ship dates and quantities. Sydor Optics will notify the customer promptly of any unusual operating conditions which may affect Sydor's ability to meet forecasted demand. The initial delivery should be taken within 3 months of the purchase order date with the final delivery no later than 12 months after the purchase order date unless otherwise agreed upon in advance. All releases must have a minimum value greater than \$500. Sydor may choose to hold a minimum quantity of one delivery in our inventory until the last shipment. If additional deliveries are needed prior to the original schedule, Sydor Optics requires advance notice for procurement, planning, and manufacturing.

10. Method of Shipping & Packaging: All goods are packaged in a manner which assures they are protected against contamination and damage. All goods are shipped from Sydor FOB Origin unless otherwise specified on the purchase order. Changes in packaging after order acceptance may affect the piece price.

11. Title & delivery of goods: Title transfers to the Customer as per the terms and conditions agreed upon. Our standard terms are FOB: Origin. All tools and methods used in the manufacture, assembly, etc. are the sole and exclusive property of Sydor Optics unless



otherwise specified. All transportation risks are also transferred to the customer once the title transfers and the shipment has left our facility.

12. Inspection & Rejection: All goods and services furnished are exactly specified in the PO and considered free from defects in workmanship and materials. The goods and services are subject to inspection and testing by the Customer and must occur within 30 days after receipt of the goods and services. If the goods and services furnished are found to be defective the Customer may reject them or require Sydor Optics to correct or replace them without charge, require a reduction in price which is equitable under the circumstances. Sydor Optics requires all returns be accompanied with a Sydor-issued RMA number. With acceptance of the RMA for cause Sydor bears all risks as to rejected goods and services.

13. Warranty: Sydor Optics warrants to the Customer that goods are supplied under this PO are free from defects in material and workmanship suitable for the purposes intended or implied in compliance with all applicable specifications.

14. Liability / Bodily injury / Indemnification: Sydor Optics assumes no financial liability or obligation to provide any form of insurance coverage for the material during processing by Sydor Optics or its subcontractors. Sydor Optics liability is limited to the value added. In no event will Sydor Optics be liable for loss of profits, direct, indirect, special, or consequential damages arising from the sale of defective goods. Purchaser assumes liability for patent and or copyright infringement when goods are made to Purchaser's specifications. Except for damages caused by negligence of Sydor Optics the Customer shall defend, indemnify and hold Sydor Optics harmless for all claims, actions, demands, loss and cases of action arising from injury, including death, to any person or damages to any property, when such injury or damage results in whole or in part from acts or omissions of the Customer.

15. Terms of Payment: All payments should be made in United States funds or as otherwise specified. All prices shown in a PO are firm and are not subject to adjustment. All payments are due Net 30 days after shipment of product, unless other terms are negotiated upfront. Sydor accepts MasterCard, VISA & American Express credit cards. Any costs incurred by Sydor to collect on payments in default will be borne by the Customer.

16. Taxes: All taxes are the sole responsibility of the customer.

17. Confidentiality: Sydor will consider all information furnished by the Customer to be confidential and shall not disclose and such information to any other person, or use such information itself for any purpose other than performing in this contract, unless Sydor Optics obtains written permission from the customer to do so. This article shall apply to drawings, Terms & Conditions for Sale of Optical Components & Services (Updated 1/25/14)



specifications or other documents prepared by the Customer in 3 Terms & Conditions| Jan. 25, 2014 Sydor Optics, Inc. connection with this order. Sydor may on occasion request from the customer permission to publicize the project in its marketing efforts and will do so only with prior written approval.

18. Intellectual Property: Purchaser assumes liability for any and all patent and copyright infringement when goods are made to Purchaser's specifications and will hold Sydor harmless in all such events. Any intellectual property developed in the manufacture or service of a Customer's optical components at Sydor is the sole property of Sydor.

19. Deliveries and Performance: All orders are to be assumed as having a single delivery unless specified in both the quote and order acceptance stage. Customer to supply a specific delivery schedule to Sydor on the date of order. Rescheduling of delivery dates may involve additional charges relating to reasons of expediting or inventory changes.

20. Suspension of Deliveries: Sydor may choose to suspend manufacturing and deliveries for reason of payment default or holds placed due to specification changes or customer returns. Sydor may choose to suspend manufacturing and/or a delivery until an amicable agreement is reached.

21. Force Majeure: Sydor Optics may delay delivery or acceptance by causes beyond its control. Causes beyond Sydor Optics control include but are not limited to: government action or failure of the government to act, accidents, strike, fire or unusually severe weather, availability of materials and other causes beyond our control.

22. Country of Origin: All products are produced by Sydor Optics in the United States including certain processes such as coating which are contracted to approved vendors. The raw materials and supplies used to make the optical components may be imported from approved material manufacturers from outside the US.

23. Exports: Sydor Optics will export items outside the United States contingent upon compliance with US export regulations. This includes US Export Administration Regulations (EAR) and or International Traffic in Arms Regulations (ITAR). Sydor Optics requires a completed End User Statement at time of order for all orders shipping outside of the United States per the ITAR regulations. All exports are subject to commodity determination and if required an export license. When shipments require an export license a freight forwarder may be employed.



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24. Governing laws: All quotations and orders are interpreted, compliant and enforced under the laws of the state of New York. Conditions not specifically stated herein shall be governed by established US trade customs.

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