



CrestOptics S.p.A. TERMS and CONDITIONS

The following TERMS and CONDITIONS will be valid and applied from **January 1, 2018**

1. All orders are subject to final review before acceptance by **CrestOptics S.p.A.**

Delivery dates are estimates and are based on timely receipt of complete and accurate approvals or other technical data from Buyer. CrestOptics S.p.A. will use its best effort to meet the estimated delivery date and shall not be liable, directly or indirectly, for any delay or failure to deliver where such delay or failure arises from any cause beyond CrestOptics' control or beyond the control of CrestOptics' suppliers.

- 2.

The estimated shipping date is confirmed and reported in the official order confirmation.

Orders for CUSTOM ORDER items and non-standard items (including any customization, modification or deviation to standard items) cannot be cancelled or returned, and are subject to a 100% cancellation charge. For CATALOG products, a minimum charge of 25% will apply if an order is cancelled before shipment. Additional charges may be assessed for non-stock materials, partial or completed manufacture of non-stock parts, and other related costs. All returned products require a Return Material Authorization number (RMA). Refunds (if paid for in advance) will be in the form of a credit towards additional future purchases.

- 3.

Warranty terms: System (exclusive of Optical Components and Spinning Disk integrity)

Buyer shall accept any tender of the Goods by CrestOptics S.p.A. which substantially conform to the description of the Goods in the order confirmation.

All the boxes shipped by CrestOptics are equipped with ShockWatch labels. Buyer must sign with reserve of inspection upon receiving the Goods from the courier in case of bad handling warning shown by the ShockWatch labels and immediately notice in writing to CrestOptics S.p.A. to fulfill

4. warranty terms reported in this document.

Warranty is limited to a period of 12 months starting from the shipping date (unless otherwise specified by CrestOptics S.p.A.) and covers electrical and mechanical components defects and malfunctioning.

The warranty does not cover equipment which has been damaged due to accident, misuse or other contingencies beyond the control of CrestOptics S.p.A., use of incorrect line voltages, failure to follow CrestOptics' operating instructions or improper or unauthorized repair.

Warranty terms: Spinning Disk integrity

Buyer's right to claim any damages for breach of warranty or breach of CrestOptics' obligation shall cease unless Buyer gives CrestOptics S.p.A. notice in writing of CrestOptics' breach in the case of SPINNING DISK INTEGRITY DEFECTS or SPINNING DISK BREAK-UP discoverable through inspection within 30 days after delivery of the Goods.

- 5.

Warranty terms: Optical Components

Buyer's right to claim any damages for breach of warranty or breach of CrestOptics' obligation shall cease unless Buyer gives CrestOptics S.p.A. notice in writing of CrestOptics' breach in the case of

6. OPTICAL COMPONENTS DEFECTS, INCLUDING DUST CONTAMINATION OF OPTICAL SURFACES INSIDE SPINNING DISK BOX, discoverable through inspection within 30 days after delivery of the Goods. Spinning Disk Box is not fully sealed and few dust particles contamination over time is possible.



Disk cleaning operations are to be considered normal maintenance procedures and will be charged to the Buyer in case Buyer chooses to return the Disk Box to CrestOptics' factory out of the 30 days inspection time established above.

7. Any special tooling created under a non-recurring engineering (NRE) charge will remain property of CrestOptics S.p.A.

If Buyer notifies CrestOptics S.p.A. in writing prior to the expiration of the applicable warranty period of a claimed defect, and if CrestOptics S.p.A. determines that Buyer's claim is valid, CrestOptics S.p.A. may, at its option, repair the defective Goods or replace the defective Goods with conforming Goods and shipped at no additional charge to BUYER. Failure to so notify CrestOptics S.p.A. prior to the expiration of the warranty period shall constitute acceptance by Buyer and waiver of all claims for defects. All returns must be authorized by CrestOptics S.p.A. in advance. To obtain a Return Material Authorization, please email broglia@crestopt.com and santinelli@crestopt.com.

9. In the absence of specific shipping instructions, CrestOptics S.p.A. will ship by the method it deems most advantageous. Shipping & Handling charges will be prepaid and added to invoice. Shipping charges will be applied to Buyer's own shipping account if provided. Title to each shipment of the Goods sold hereunder and risk of loss thereon shall pass to Buyer when CrestOptics S.p.A. or its agent delivers such shipment to a common carrier or licensed trucker consigned to Buyer, or its agent. All claims for loss or damage in transit must be made against the carrier. Prices are NET and do not include legally required sales, excise, use or other taxes (other than taxes based on income) customs, duties, tariffs, or insurance, which shall be paid by Buyer. Prices are exclusive of expenses related to special packing or procedures to cover unique circumstances of shipment or storage unless specifically noted.

In case of Goods returned with a Returned Material Authorization code (RMA), shipping charges on shipment from Buyer to CrestOptics' will be applied to the Buyer while shipping charges on shipment back from CrestOptics to Buyer will be applied to CrestOptics.

Payment terms are net 30 days from date of invoice unless otherwise specified by CrestOptics S.p.A. in official quotations.

10. CrestOptics S.p.A. reserves the right to require alternative payment terms, including, without limitation, Advance Payment or Payment Against the Shipping. If payment is not received by the due date, a service charge will be added at the rate of 1.5% per month (18% per year) or the maximum legal rate, whichever is less, to unpaid invoices from the due date thereof until payment in full.
11. Quotes are valid for 60 days unless otherwise specified.