

GENERAL CONDITIONS OF PURCHASE**I. Order and order confirmation**

1. All orders placed by the Purchaser are subject to these General Conditions of Purchase unless otherwise agreed upon in writing. These General Conditions of Purchase apply exclusively, even if the Purchaser is aware of, but does not agree in writing to, terms and conditions of the Supplier and places orders or receives services without reservation.
2. The Supplier shall confirm the order in writing within the binding period as referred to in the order, otherwise within 2 working days from receipt of the order. Upon expiry of such period of time the Purchaser has the right to revoke the order.
3. Any changes, alterations, amendments or additions to the Purchaser's order shall only be binding on the Purchaser if and to the extent accepted by the Purchaser in writing signed by an authorized representative.
4. Quotes or cost estimates provided by the Supplier are binding and provided at the Supplier's cost, unless otherwise agreed upon in writing between the Parties prior to the preparation of the quote or cost estimate.
5. Individual contractual agreements take precedence over these General Conditions of Purchase. The proof for any such contractual agreement requires at least a written confirmation by an authorized representative of the Purchaser.

II. Delivery of Goods and Services

1. Delivery dates and time limits agreed upon by the Parties are binding. Irrespective of any Incoterms® clause agreed upon between the Parties, the goods shall be considered as delivered at the time when they are received at the delivery destination as defined in the order or in a contract. Goods including installation and/or services shall be considered as delivered upon their final acceptance by the Purchaser.
2. If the Supplier has to supply tests of materials, inspection records, CE certificates or quality certificates according to the order or applicable laws and regulations ("ancillary documents"), the delivery of goods and/or services is only completed upon receipt of all such ancillary documents by Purchaser.
3. If a delay in the delivery of the goods and/or services is expected to occur, the Supplier shall immediately inform the Purchaser in writing, stating the reasons and the anticipated duration of the delay.
4. If the agreed delivery dates and time limits are not met for reasons under the Supplier's control, the Purchaser has the right – without prejudice to any further claims under these General Conditions of Purchase and applicable law - to claim penalties at the rate of 1.0% per week up to a maximum of 5% of the value of the delayed goods and/or services; the penalty effectively paid to the Purchaser shall be deductible from any further compensation claims for damages for delay caused to the Purchaser.
5. The Purchaser may reject and return to Supplier at the Supplier's costs any goods which do not comply with type, quantity and/or quality according to Purchaser's order.

III. Transfer of risk and transfer of title

1. DDP Incoterms® (2010) (delivered duty paid) shall apply unless otherwise agreed.
2. The risk of loss or damage to the goods shall pass to Purchaser according to the Incoterms® clause agreed upon between the Parties. The risk pertaining to services shall pass to Purchaser at the date of final acceptance by Purchaser.
3. The transfer of ownership of the goods to the Purchaser is unconditional and without regard to the payment of the purchase price. Should an extended retention of title be agreed upon, Supplier agrees to resale, processing or fitting of the goods by Purchaser prior to payment. If the contract includes an acceptance process, the Supplier shall transfer the ownership to the goods to the Purchaser at the latest upon acceptance.
4. Each shipment shall contain packing slips or dispatch notes indicating all items shipped and the Purchaser's order reference. The Supplier shall immediately advise the Purchaser of shipment indicating the required data.

IV. Invoices

Invoices shall indicate Purchaser's order reference and the volumes for each individual item. Invoices shall not be due until receipt of an

invoice comprising such complete information. Copies of invoices shall be marked as such.

V. Payment

1. Unless otherwise agreed, the Purchaser shall effect payment within 60 days from receipt of invoice. In case the Purchaser effects payment within 14 days from receipt of invoice, the Purchaser shall be entitled to a discount of 3%; if payment is effected within 30 days from receipt of invoice, the Purchaser shall be entitled to a discount of 2%.
2. The payment term shall only commence when the goods or services have been delivered in accordance with Section II. 1. and II.2 and an invoice according to Section IV has been received. In case of premature shipments, the payment term shall be calculated based on the delivery date and time limits shown in the order or contract.
3. Payments by Purchaser shall not imply nor indicate acknowledgement of compliance of goods or services with contractual or legal requirements.

VI. Claims for defect; liability

1. The Supplier warrants that the delivered goods and/or services comply with the specifications as agreed upon and the applicable legal specifications and standards. The Purchaser shall not be required to inspect the goods or services immediately upon receipt, but will inspect in the course of an ordinary business practice; to that respect Supplier waives its right to object to notification of defects on the grounds of delay.
2. Unless otherwise agreed the limitation period for claims regarding defects of goods and services shall be two years from the date of delivery according to Section II.1.
3. Without prejudice to further contractual or statutory rights the Purchaser is entitled to the following claims if defects are found:
 - a) The Purchaser can demand either the cure of defects (repair) or the replacement of defective goods or services by delivery of defect-free goods or services (replacement). The Supplier has to bear the costs and expenses of Supplier, Purchaser and customers of Purchaser related to the repair or replacement, in particular, but not limited to, costs for determination of the defect, material and labor costs, travel expenses, transportation costs, removal and installation costs. For the goods or services supplied for replacement, the limitation period (Section VI.2) shall restart. In case of default of Supplier to remedy the defective goods or services, the Purchaser is entitled (i) to conduct repair or replacement by himself or a third party and to claim reimbursement of costs and expenses incurred, or (ii) to reduce the price for the defective goods or services.
 - b) In the event that it is not possible to notify the defect to the Supplier and/or to set a suitable time limit to remedy the defect due to the imminent threat of damages exceeding the costs for remedy of defects, the Purchaser may conduct repair or replacement of the defective goods or services himself or by a third party at common market price to avoid the potential damage, and claim reimbursement of costs and expenses incurred from the Supplier.
 - c) If a serial defect of the goods is found, the Purchaser is entitled to exercise its rights under this Section 3 with respect to all goods of the same product series potentially affected by the serial defect. Purchaser may also terminate the contracts or orders with respect to goods of the product series affected which are not yet delivered by Supplier. Unless otherwise agreed, serial defect means the occurrence of the same defect at a rate of at least 5% of the goods of the same product series found in three consecutive deliveries by Supplier including such goods.
4. If the Purchaser is obliged according to applicable laws and regulations or based on orders of authorities to carry out a product recall due to a defect or serial defect of goods delivered by the Supplier, the Supplier has to bear all costs and expenses incurred by Purchaser related to the recall. In case the Supplier is aware or has reason to believe that a recall of goods delivered or to be delivered to Purchaser is or may become necessary, he must immediately inform the Purchaser and provide relevant documents to him.

VII. Force Majeure

In case of Act of God, labour disputes, civil commotion, governmental or other public authorities' actions and other non-foreseeable, inescapable and serious events the contracting Parties

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shall be temporarily relieved from their obligations during the period of time such events continue to prevent one Party from fulfilling its contractual obligations, provided however that the Party concerned has informed the other Party in writing of the Force Majeure event promptly upon its occurrence. Should at least one of the Parties be relieved under this clause for a period of four (4) or more consecutive weeks, each Party is entitled to terminate the orders or contracts to the extent affected without prior notice.

VIII. Subcontracting to third parties

Subcontracting to third parties shall not be permissible without the Purchaser's prior written approval, which cannot be unreasonably withheld by Purchaser.

IX. Materials and documents provided by Purchaser

1. Purchaser reserves all property and intellectual property rights in any materials provided by or fully paid for by the Purchaser for the purpose of manufacture of the goods or the performance of the services by the Supplier (including without limitation tools, patterns, samples, models, gauges, molds, drawings, standards, specifications, forms, order documents, documents). Supplier shall store such materials separately, free of charge and marked as such. These materials shall not be used other than for the purpose of the Purchaser's orders or contracts. The Supplier must insure the stored materials at fair value against damage or loss. At the request of the Purchaser, Supplier shall provide the relevant insurance documents. The Supplier shall compensate the Purchaser for any damage to or loss of Purchaser's materials.
2. The Supplier shall process materials on behalf of the Purchaser who shall acquire partial ownership of the new or worked item corresponding to the value of the Purchaser's materials compared to the new or worked item.
3. Materials provided by Purchaser, as well as items made with them, shall not without the Purchaser's written approval be passed on to third parties, copied, transformed or used for purposes other than those specified in the contract. They shall be kept strictly confidential and safeguarded against unauthorised inspection or use.
4. Without prejudice to any further rights, the Purchaser shall be entitled to demand the immediate return of any such materials from Supplier in case of a violation of provisions of this Section by the Supplier.

X. Intellectual Property Rights

1. In accordance with paragraph 2 of this Section X, the Supplier shall ensure that supplied goods do not infringe rights of third parties in countries of the European Economic Area (EEA), Switzerland, USA, Canada and other countries where goods have been manufactured.
2. The Supplier shall be liable for any claim resulting from an infringement of such intellectual property rights and shall hold the Purchaser and Purchaser's customers harmless from all liabilities, costs and expenses arising from the infringement.
3. The afore-stated provision shall not apply if and to the extent the infringement of intellectual property rights is caused i) by the use of delivered goods being manufactured by the Supplier according to drawings or models provided by the Purchaser, ii) by alterations or variations of the goods by the Purchaser after delivery by the Supplier.

XI. Assignment of receivables

The Supplier shall not assign his receivables to third parties. This does not apply with regard to monetary claims, which Supplier may assign to third parties, provided Supplier notifies Purchaser prior to such assignment by registered letter with acknowledgement of receipt.

XII. Supplier Code of Conduct, Supply Chain Security

Purchaser's Supplier Code of Conduct (the "Code"), available at www.corning.com/about_us/suppliers, sets out basic requirements for doing business with the Purchaser. The Supplier acknowledges these requirements and agrees to comply with the Code. The Supplier acknowledges that the Purchaser participates in various supply chain security programs (such as AEO or C-TPAT). The Supplier agrees to take such reasonable measures as are required by the Purchaser and/or the supply chain security programs to ensure physical integrity and security of all shipments to the Purchaser.

XIII. Miscellaneous

1. In the event one of the Parties ceases payments or non-judicial settlement proceedings are applied for, the other Party shall be entitled to rescind orders or contracts to the extent the Party has not yet received goods and services or payments. However, rescission may also cover goods, services or other contractual items already delivered, if the receiving Party does not have any use for such partial deliveries.
2. Should a provision of these General Conditions of Purchase be or become invalid, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid provision by a valid provision corresponding as closely as possible to the legal and economic purpose of the invalid provision.
3. Modifications and / or amendments to these General Conditions of Purchase must be in writing. This also applies to modifications to this Section XIII.3.

XIV. Venue; applicable law

1. Place of jurisdiction shall be the Purchaser's main seat of registration.
2. The law of the Purchaser's main seat of registration at the time of conclusion of the contract shall apply. The application of the United Nations Convention on Contracts for International Sale of Goods (CISG) is excluded.

January 15th, 2019