



**BILL TO:**

**CESNET  
ZAJMOVE SDRUZENI  
PRAVNICKYCH OSOB  
ZIKOVA 4  
16000 PRAGUE 6,  
CZECH REPUBLIC**

**SHIP TO:**

**CESNET  
ZAJMOVE SDRUZENI  
PRAVNICKYCH OSOB  
ZIKOVA 4  
16000 PRAGUE 6,  
CZECH REPUBLIC**

<b>Order Acknowledgement</b>	
Purchase Order No. 265/2014	DiCon Order No. S-030094
FOB EX WORKS RICHMOND, CA, U	Order Acknowledgement Date
Payment Terms NET30 FROM SHIPMENT DATE	
DiCon Contact ANA LOWE, Sales Assistant (510) 620-5201, alowe@diconfiber.com	
Buyer Contact JANA CVRKOVA. TEL: 420224352918	
Ship Via BEST WAY	Shipping Account PPA, W/ INSURANCE
Distributor	Resale YES

1	DiCon's P/N: MG4-16X16-RS2-15-9/TB-SC/APC-1 Description: 3D MEMS 16X16 OPTICAL SWITCH	3	07/30/14	\$20,640.00	\$61,920.00
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**TOTAL: \$61,920.00**

This contract is for the sale of products described by DiCon's part numbers and specifications. Buyer's part numbers and specifications are for Buyer's information purposes only and are not part of this contract.

This contract is subject to DiCon's Terms and Conditions. DiCon expressly limits Buyer's purchase order to the terms of DiCon's Sales Quotation as amended by this Order Acknowledgment and DiCon's Terms and Conditions and objects to all other terms of Buyer's purchase order.

A copy of DiCon's Terms and Conditions is included with this Order Acknowledgement.

**NOTES:**

**Ordering** The Sales Quotation submitted by DiCon Fiberoptics, Inc. ("DiCon") to Buyer and these Terms and Conditions constitute DiCon's offer to Buyer. Buyer's Purchase Order ("PO") constitutes Buyer's acceptance of DiCon's offer. DiCon expressly limits Buyer's PO to the terms of DiCon's Sales Quotation and these Terms and Conditions and objects to all other terms of Buyer's PO. Upon receipt of the PO, DiCon will send to Buyer an Order Acknowledgement.

**Product Specifications** This contract is for the sale of products described by DiCon's part numbers and specifications. Buyer's part numbers and specifications are for Buyer's information purposes only and are not part of this contract. DiCon reserves the right to change standard product specifications without notice and without liability for such changes.

**Payment Terms** Payment terms for a Buyer without previously approved credit are prepayment on DiCon's receipt of PO. Payment terms for a Buyer with previously approved credit may be changed by DiCon at any time at its discretion. Payments are to be made by wire transfer or check drawn on a US bank account or, with DiCon's prior written approval, by credit card. Credit card payments are subject to a 3.5% processing fee. Delinquent payments are subject to an interest charge of 1.5% per month on the unpaid amount until the date of payment. No discounts are given for early payments.

**Prices** All prices quoted are in US dollars and F.O.B. place of shipment (Uniform Commercial Code terms). Quoted prices are exclusive of taxes, customs, duties, freight, insurance and special packaging, which shall be the responsibility of Buyer, and if paid by DiCon, will be charged to Buyer.

**Shipment** Title to products and risk of loss passes to Buyer at the time of delivery to carrier at place of shipment. Quoted shipment dates are approximate and failure to ship on such dates or earlier shipment shall not be considered a breach by DiCon. Special packaging may delay shipment. All shipments will be via Federal Express or UPS unless Buyer specifies another carrier in PO. Freight will be prepaid and added to the invoice unless an account number is supplied to DiCon in writing. All claims for shortage of products ordered or incorrect charges must be submitted to DiCon within 10 days after receipt of shipment of the specific product.

**All Sales Final/ No Cancellation** All sales are final. Buyer shall not cancel or terminate, or issue a hold or change order or reschedule shipment for, any PO in whole or in part without the prior written agreement of DiCon. If DiCon agrees to a cancellation or termination, or a hold or change order or shipment rescheduling, Buyer shall compensate DiCon on demand for all lost profits and incurred costs, including a reasonable allocation for general and administrative overhead expenses, for the products covered by the PO. Buyer cannot refuse to accept a shipment by DiCon pursuant to a PO. All risks of any such refused shipment are the sole responsibility of Buyer.

**Force Majeure** DiCon is not liable for any delay in performing or delivering products or failure to perform or deliver products due to any unforeseen or any unavoidable circumstances, including but not limited to, acts of God, fire, flood, unusually severe weather, explosion, earthquake, war, insurrection, terrorism, embargo, acts of civil or military authorities, governmental laws or regulations, delay or failure in delivery by DiCon's suppliers, accident, strike or other labor dispute or disturbance, or delay in obtaining or inability to obtain materials, equipment, facilities, energy or transportation.

**Limited Warranty / Limitation of Remedies** DiCon warrants, to Buyer only, each product to be free from defects in both workmanship and material on tender of delivery of the product to Buyer. Any action for breach of this warranty or this contract must be commenced within one year after tender of delivery of the product to Buyer. This warranty extends to each product that has proved defective through normal use, but excludes any product that has been damaged, mishandled, misused, disassembled, modified or serviced by Buyer or any other person. **DICon EXCLUDES ALL OTHER WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND THAT PRODUCTS SHALL BE FREE OF INFRINGEMENT CLAIMS AND THE LIKE.** DiCon does not extend any warranty of any kind whatsoever to any direct or indirect purchaser of the product from Buyer or to any end-user of the product (other than Buyer). DiCon, at its sole choosing, will replace or repair to proper working condition any product under warranty that is returned. Any replacement or repaired product is only warranted for the remaining unexpired period of time of the original warranty. DiCon reserves the right to issue a credit memo for any defective product as an alternative to product replacement or repair. DiCon will not accept Buyer generated debit memos. Buyer may not setoff or withhold payment because any product is defective. In no event shall DiCon's liability under this warranty and this contract exceed the purchase price of the product. In no event shall DiCon be liable under this warranty or this contract for consequential, incidental, special or penal damages. The rights and remedies provided Buyer under this paragraph are exclusive of any rights or remedies otherwise provided by law.

**Return Material Authorization ("RMA")** DiCon will only accept the return of a product for which a DiCon RMA Number has been issued to Buyer prior to the shipment of the return product to DiCon. All returns are subject to the DiCon RMA Terms. A copy is available upon request.

**Reverse Engineering** Buyer shall not reverse engineer, decompile, disassemble, modify, derive the algorithms in, reproduce or copy any product or any software within any product. Buyer shall not analyze or identify the chemical composition or the physical characteristics of any product.

**Software** This contract does not transfer ownership of software contained in any product. DiCon grants to Buyer a perpetual non-exclusive license to use software in the operation of the product in which it is contained. This license is transferable only with the transfer of ownership of the product.

**Export Restrictions** Buyer shall obtain all US Department of Commerce export licenses required for each product. Buyer shall not, and shall not permit any direct or indirect purchaser or end-user to, resell, transfer, export or use any product in violation of any US law or regulation.

**Security Interest** Buyer grants to DiCon a security interest in all products and all proceeds thereof. This security interest secures all existing and future indebtedness of Buyer to DiCon.

**Breach** If Buyer breaches any contract with DiCon, DiCon may withhold performance or require prepayment under all contracts with DiCon. All rights and remedies provided DiCon are cumulative and are not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy by DiCon shall not preclude the further exercise thereof or the exercise of any other right or remedy.

**No Assignment** Buyer shall not assign this contract or any of the rights of Buyer under this contract without the prior written consent of DiCon.

**Enforcement Costs** Buyer agrees to pay to DiCon on demand all costs, expenses and attorneys' fees incurred by DiCon in connection with the enforcement of this contract.

**Email / Facsimile** Signatures and documents received by email or facsimile shall be deemed original signatures and documents.

**Severability** The illegality or unenforceability of any provision of this contract shall not in any way affect or impair the legality or enforceability of the remaining provisions of this contract.

**Governing Law / Jurisdiction** The law of the State of California, USA shall govern this contract. The United Nations Convention on Contracts for the International Sale of Goods is excluded from this contract. Buyer agrees and consents to the jurisdiction of the courts of the State of California for the County of Contra Costa and of the United States courts for the Northern District of California in any action with respect to this contract.