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General Terms and Conditions (GTC) of Satisloh GmbH

§ 1 Validity

(1) All deliveries, services and offers of the Seller will be carried out exclusively on the basis of these General Terms and Conditions (hereinafter referred to as the "GTC"), insofar as the Customer is a legal entity under civil or public law or a special fund under public law. These GTC are an integral part of all contracts that Satisloh GmbH, Wetzlar (hereinafter referred to as "Satisloh") concludes with its contractual partner (hereinafter also referred to as "Customer") (together referred to as the "Parties") regarding the deliveries or services it offers. They will also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed again.

(2) Terms and conditions of the Customer or third parties will not apply, even if Satisloh does not separately object to their validity in individual cases.

§ 2 Offer, conclusion of contract and written form

(1) All offers made by Satisloh are non-binding and are not to be understood as binding offers unless they are marked as binding in writing. Unless otherwise agreed in writing, if an offer is marked in writing as a binding offer, it will remain valid for 45 days.

(2) To be effective, supplements and amendments to the agreements made, including these General Terms and Conditions, must be in text form. With the exception of managing directors or authorised signatories, Satisloh's employees are not entitled to enter into verbal agreements deviating from these. Transmission by email is sufficient to comply with the written form.

(3) Satisloh reserves the title or copyright to all documents or objects (offers, cost estimates, drawings, illustrations, calculations, models, etc.) submitted and sent by it. The Customer may not make these documents and items, and any Confidential Information provided by Satisloh accessible to third parties, disclose them, use them himself or through third parties or reproduce them without the express written consent of Satisloh.

§ 3 Prices and payment

(1) The prices are valid for the agreed scope of services and deliveries. Extra, additional or special services will be invoiced separately. Prices are quoted in EURO ex works plus packaging, statutory value-added tax, customs duties for export deliveries and fees and other public charges.

(2) The deduction of discounts is subject to an express agreement.

(3) Offsetting against counterclaims of the customer or retention of payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established.

§ 4 Delivery and delivery time

(1) Deadlines and dates for deliveries and services promised by Satisloh apply if a fixed deadline or date has been expressly promised or agreed. If shipment has been agreed, delivery deadlines and delivery dates refer to the time of the handover to the forwarding agent, carrier or other third party commissioned with the transport. The commencement of the specified performance or delivery deadlines is subject to the clarification of all technical issues.

(2) Satisloh shall not be liable should delivery prove impossible or for delays in delivery if these are caused by force majeure or other events not foreseeable at the time the contract was concluded (e.g. any kind of disruption of operations, refusal of a necessary export permit by the competent authority, issuance of an embargo regulation or sanctioning of an (intermediate) place of delivery of the goods or of a party involved in the transaction, difficulties in procuring materials or energy, transport delays, strikes, epidemic or pandemic, lawful lockouts, lack of manpower, energy or raw materials, cyber-attacks, or the non-delivery, incorrect delivery or late delivery by suppliers), insofar as Satisloh is not responsible for these. Insofar as such events make Satisloh's delivery or performance substantially more difficult or impossible and the hindrance is not only of a temporary nature, Satisloh shall be entitled to withdraw from the contract. In the event of hindrances of only temporary duration, the delivery or performance periods will be extended or the delivery or performance dates postponed by the period of the hindrance plus a reasonable start-up period. If the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, Customer may withdraw from the contract by means of an immediate written declaration to Satisloh.

(3) Satisloh shall be entitled to make partial deliveries if the partial delivery can be used by the Customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is guaranteed and the Customer does not incur any substantial additional expenses or costs as a result.

(4) If Satisloh defaults on a delivery or service or if a delivery or service becomes impossible for Satisloh for any reason whatsoever, Satisloh's liability is limited to damages in accordance with § 7 of these GTC.

§ 5 Place of Performance, Transfer of Risk, Acceptance

(1) Unless otherwise specified, the place of performance for all obligations arising from the contractual relationship is 35578 Wetzlar. If Satisloh is also entrusted with installation, the place of performance is the place where the installation is to take place.

(2) Unless otherwise agreed, the risk is transferred to the Customer when the delivery item is handed over to the freight forwarder, carrier or other third party appointed to carry out the shipment. This also applies if partial deliveries are made or Satisloh has taken over other services (e.g. dispatch or installation). If dispatch or handover

is delayed as a result of circumstances for which the Customer is responsible, the risk is transferred to the Customer from the day on which the delivery item is ready for dispatch and Satisloh has notified the Customer accordingly. Storage costs after transfer of risk shall be borne by the Customer.

(3) Formal acceptance will take place if requested by a contracting party. If no acceptance is requested, the performance is deemed accepted upon expiry of 12 working days following written notification of completion of the performance. If no acceptance is requested and the Customer has used the service or part of the service, unless otherwise agreed, acceptance is deemed to have taken place 6 working days after commencement of use.

§ 6 Defects as to quality, claims for defects

(1) Information provided by Satisloh on the subject matter of the delivery or service as well as the representations thereof are authoritative, unless the usability for the contractually intended purpose presupposes exact conformity. They are not guaranteed characteristics, but descriptions or markings of the delivery or service. Deviations customary in the trade and deviations which occur due to legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts, are permissible provided that they do not impair the usability for the contractually intended purpose. The equipment warranty also covers software embedded in the equipment, if any, but excludes software, which may be used to operate the equipment, such as an application, operating system or other user interface software. The sole and exclusive warranties for such software are set forth in the license terms contained in the respective product documentation, the software itself or the Contract ("License Terms"). EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT, SATISLOH MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND TO CUSTOMER, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANLIKE QUALITY, NON-INFRINGEMENT, TITLE, SUITABILITY, UNINTERRUPTION, OR OTHERWISE OR THAT THE PRODUCTS ARE ERROR FREE. EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS ONLY. NO ADVICE OR INFORMATION OBTAINED BY CUSTOMER FROM SATISLOH SHALL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THE CONTRACT. IF ANY JURISDICTION DOES NOT ALLOW THE DISCLAIMER OF ANY OF THE ABOVE WARRANTIES, THE SCOPE AND DURATION OF THE APPLICABLE WARRANTY(IES) SHALL BE LIMITED AS REQUIRED BY APPLICABLE LAW.

(2) The warranty period is one year from delivery or, if acceptance is required, from acceptance. If a required acceptance has been delayed for reasons for which the Customer is responsible, the warranty period expires 13 months after delivery.

(3) Warranty claims presuppose that the Customer has properly fulfilled its obligations to inspect and give notice of defects in accordance with § 377 of the HGB (German Commercial Code). In the case of a contract for work and services, § 377 of the HGB applies by analogy. After transfer of risk or acceptance of the delivery item, the Customer must immediately inspect it for functionality and notify Satisloh in writing of any defects found and hidden defects immediately after their discovery and at the latest within a period of 5 days.

(4) If a defect is due to a fault on the part of Satisloh, the Customer may claim damages under the conditions specified in § 7.

(5) The warranty claims lapse if the Customer changes the delivery item or has it changed by third parties without Satisloh's consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the Customer shall bear the additional costs of remedying the defect incurred as a result of the change.

§ 7 Liability of Satisloh for Damages

(1) Satisloh's liability for damages, regardless of the legal basis, in particular for an impossible, delayed, defective or incorrect delivery, breach of contract, breach of duties in contract negotiations and tort, is limited in accordance with the provisions of this § 7 to the extent that any fault can be ascribed.

(2) Satisloh shall not be liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, unless the breach is a breach of material contractual obligations. A material contractual obligation is one on which the Customer can and may rely. Essential contractual obligations are, for example, the obligation to deliver and install the delivery item on time, free of material defects, as well as obligations of advice, protection and care, which are intended to enable the Customer to use the delivery item in accordance with the contract or to protect the life and limb of the Customer's personnel.

(3) Insofar as Satisloh is liable for damages in accordance with § 7 (2), this liability is limited to damages which Satisloh foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen if it had exercised due care. Indirect damage and consequential damage resulting from defects of the delivery item are only eligible for compensation if such damage is typically to be expected when the delivery item is used as intended.

(4) In the event of liability for simple negligence, Satisloh's liability for damages to property and other financial losses resulting therefrom is limited to an amount of € 500,000 per claim, up to a maximum of two insured events per year (in accordance with the current coverage of the business liability insurance), even if it is a breach of a material contractual obligation. Upon request, Satisloh will send the Customer an extract of the relevant provisions of the insurance policy. In the event that the Insurer is exempt from indemnification based on a breach of obligation by Satisloh, Satisloh undertakes to indemnify the Customer from its own funds up to the amount of the sum insured.

(5) Exclusions and limitations of liability apply to the same extent for the benefit of Satisloh's executive bodies, legal representatives, employees and other vicarious agents.

(6) The limitations of this § 7 do not apply to the Seller's liability for intentional conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act or other mandatory statutory liability provisions.

§ 8 Retention of Title, Guarantee

(1) Satisloh shall retain title to the delivery item until receipt of all payments arising from the business relationship. If the Customer

acts in breach of contract, Satisloh shall be entitled to take back the delivery item. Such repossession constitutes a rescission of the contract. Satisloh shall be entitled to dispose of the delivery item after taking it back; the proceeds of such disposal will be set off against the Customer's liabilities - less reasonable disposal costs.

(2) The Customer is obliged to treat the delivery item with care; in particular he is obliged to insure it at its own expense against fire, water and theft. Insofar as maintenance and inspection work is required, the Customer must carry this out in good time at its own expense.

(3) The Customer is entitled to resell the delivery item in the ordinary course of business; however, he hereby assigns to Satisloh all claims in the amount of the final invoice amount (including VAT) accruing to him from the resale against its customers or third parties. The Customer will remain entitled to collect this claim even after the assignment. This will not affect Satisloh's right to collect the claim itself. However, Satisloh undertakes not to collect the claim as long as the Customer meets its payment obligations from the proceeds received, is not in default of payment and, in particular, no petition for the opening of insolvency proceedings has been filed.

(4) Processing or transformation of the delivery item by the Customer must always be carried out on behalf of Satisloh. If the delivery item is processed with other items not belonging to Satisloh, Satisloh acquires co-ownership of the new item in the ratio of the value of the purchase item (final invoice amount including VAT) to the other processed items at the time of processing.

(5) If the delivery item is inseparably mixed with other items not belonging to Satisloh, Satisloh acquires co-ownership of the new item in the ratio of the value of the purchase item (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the Customer's item is to be regarded as the main item, it is deemed agreed that the Customer will transfer pro rata co-ownership to Satisloh. The Customer shall take custody of the resulting sole ownership or co-ownership on behalf of Satisloh.

(6) The Customer shall also assign to us any claims against a third party arising from the combination of the object of sale with real estate.

(7) Satisloh undertakes to release the securities to which it is entitled at the Customer's request insofar as the realisable value of our securities exceeds the claims to be secured by more than 10%; Satisloh shall be responsible for selecting the securities to be released.

(8) In the event of a delivery abroad, Satisloh shall be entitled to demand from the Customer, for the purpose of securing the payment claims, the transfer of an unlimited, directly enforceable performance guarantee, subject to German law, from a bank authorised in the EU.

§ 9 Rights of use, Security

(1) Subject to section 4 of § 9, if the Product includes software, and subject to Customers payment of the price identified on the order confirmation, Satisloh hereby grants to Customer a non-exclusive right to use the Satisloh software installed on the Products exclusively for the use of the Product for the purpose as identified in the License Terms or, if no such License Terms are provided to Customer, for the purpose of operation and routine maintenance of the Products in Customer's internal use. The License Terms prevail over these GTC. The Customer may transfer this right of use to subsequent owners or leaseholders of the Product. All patent, copyright, database, trademark, design and other intellectual property rights in the Products and the installed software even when such software has been produced specially for the Customer, shall be exclusive property of and vest in Satisloh or its licensors. Satisloh shall not be obliged to provide the source code for the installed software. Unless otherwise agreed in writing, Satisloh shall not be obliged to provide the Customer with any updates or upgrades to the installed software.

(2) Customer shall not by observing, studying, decompiling or testing the Products aim to learn the trade secrets of Satisloh except to the extent mandatory law prohibits such limitation.

(3) Customer shall have the right to use the documents provided by Satisloh in connection with the Products unmodified and to the extent necessary for the operation and routine maintenance of the Products in Customer's internal use. Satisloh shall have the right to use the documents provided by Customer for the provision of the Products and grant the right to the same to its subcontractors on a need-to-know basis.

(4) The Products may include third-party software and/or open source software ("OSS"). Insofar as specific license terms apply to such software, Satisloh will, upon Customer's request, provide the applicable license terms together with the Product. Such license terms applicable to third party software or OSS shall prevail over these GTC and Customer shall comply with them. Details regarding any third-party software and OSS contained in the Product are available in the software documentation and will be provided upon Customer's request.

(5) Security. If the Products will be connected to an intranet or the Internet, Customer shall be responsible for design, implementation and maintenance of a holistic, state-of-the-art information security concept to protect its enterprise, plants, systems, machines, networks, information, data and material ("Customer's Systems") against Cyberthreats. Cyberthreat means any circumstance or event with the potential to adversely impact Customer's Systems via unauthorized access, destruction, disclosure and/or alteration of information, denial of service attacks or comparable scenarios. It is Customer`s responsibility to (i) provide and continuously ensure a secure remote connection; and (ii) establish and maintain the security of Customer's Systems, in particular those that directly or indirectly connect to Products. Satisloh is not responsible for any delays, delivery failures, or other loss or damage resulting from the transfer of data over communications networks and facilities which are not directly controlled by Satisloh. Customer acknowledges that the Products may be subject to problems inherent in the use of such communications facilities. In addition and except as explicitly specified otherwise in the Contract, Customer will without undue delay, completely and accurately implement any software updates or upgrades provided by the respective vendors and/or by Satisloh, as applicable.

(6) Without prejudice to Customer's Intellectual Property Rights and subject to compliance with the applicable law, Satisloh and Satisloh Group companies may for their own business purposes collect, use, modify and copy any data received in connection with the Product.

§ 10 Transfer of Know-how
If the Contract includes the transfer of know-how in form of coating processes (hereinafter "Process"), these Processes must be explicitly stated in writing.

(1) Unless otherwise agreed upon, these Processes may only be used and applied on Satisloh machines of the relative Contract or on Satisloh machines of same model and with exactly the same configuration. For such use and as long as the Customer does not violate this obligation no charge (license fees) for the rights of use granted will be charged to the Customer.

(2) Unless otherwise agreed upon in writing, any modifications and improvements of the Processes are not covered by and subject to the terms of the respective Contract.

The Customer recognizes that ownership to the Processes and the proprietary rights thereon shall remain with Satisloh. The Customer is obligated to keep the information received from Satisloh regarding the Processes strictly confidential and to disclose such confidential information solely to his own personnel only on a "need-to-know-basis" to the extent required by the purpose of the respective Contract and to ensure that it may not be made available to any third party.

§ 11 Personal Data Protection
(1) The parties agree to comply with the applicable personal data protection laws and regulations.

(2) Satisloh's Privacy Notice made available at https://www.satisloh.com/legal/privacy-notice, which is incorporated by reference to these GTC, shall apply to all personal data received by Satisloh from Customer, whether relating to Customer's clients, employees, purchasers, end-consumers and/or other users of the Products.

(3) The Customer:

(i) shall ensure that it has all necessary and appropriate consents and notices in place to enable lawful collection, use, disclosure, processing and transfer of personal data for the duration of the Contract and the related purposes of processing, in accordance with all applicable data protection and privacy laws and regulations;

(ii) shall apply the appropriate technical and organizational measures and procedures to protect and secure personal data, in order to maintain its confidentiality and privacy and to ensure that it is not infringed, damaged, altered or tampered with, taking into account the nature, scope and purposes of processing and the potential risks to the confidentiality and privacy of the personal data of the data subjects; and

(iii) undertakes, by providing Satisloh with personal data and wherever required by applicable laws, to obtain prior consent from the relevant data subjects for the processing of their personal data by Satisloh or its representatives. The Customer may refer data subjects to this paragraph and/or Satisloh's Privacy Notice for more information on how Satisloh processes personal data.

(4) Satisloh shall

(i) process or transfer the personal data provided by the Customer only on documented instructions of the Customer and the Contract, which must specify in particular the scope, subject, purpose and nature of the processing, unless Satisloh is required to otherwise process or transfer personal data under the applicable laws;

(ii) take all necessary steps to ensure reliability of any employees, consultants, agents and contractors of Satisloh who have access to the personal data provided by Customer pursuant to the Contract;

(iii) apply the appropriate technical and organizational measures and procedures to protect personal data, both when defining the means of data processing or during the processing itself, taking into consideration the cost of applying such measures and procedures and the nature, scope and purposes of the data processing;

(iv) protect and secure the data processing operation and secure the media and electronic devices used in the data processing and the personal data stored therein;

(v) provide assistance to Customer to respond to requests from data subjects who are exercising the rights they are entitled to under the regulation; and

(vi) upon termination of the Contract and at the choice of Customer either delete, or return to Customer, all the personal data provided by the Customer, and delete existing copies, it being understood that in both cases Satisloh may retain a copy of such personal data to the extent it is required under applicable laws.

§ 12 Confidentiality
Satisloh is an independent company and does not disclose Confidential Information provided by Customer to any third party other than to its and Satisloh Group's employees, officers, directors, consultants and advisors. "Confidential Information" means any information or data relating to the technology, know-how, trade secrets and/or other confidential information of our customers, including lab layouts, production processes, macro settings, processing strategies and coating formulations, OEE and other operational KPIs, material type mix and index of lenses produced, productivity and jobs per day, good part rates and reject rates, materials and consumables used, customers' vendors and information on whom a laboratory produces for and what its target markets are, whether provided in written, oral or other tangible or intangible form. The term "Confidential Information" does not include publicly available information.

§ 13 Compliance with Laws
(1) The Customer acknowledges that Satisloh expects all its business partners, including customers, to share and respect EssilorLuxottica's ethical standards as outlined in EssilorLuxottica's Business Partners' Code of Conduct available at https://www.essilorluxottica.com/en/governance/ethics/#code-of-conduct. The Customer shall acknowledge the Essilor-Luxottica's Business Partners' Code of conduct accessible at https://www.essilorluxottica.com/en/governance/ethics/, as amended from time to time.

(2) The parties shall comply with all applicable laws and regulations and procure the same from their agents, distributors, suppliers and subcontractors as applicable.

(3) The Customer represents and warrants that neither the Customer, nor any of its shareholders, directors, officers, or employees that are involved in the operation under the contract are listed under any sanctions list managed by any government authority (e.g. United States of America, the European Union and its Member States, the United Kingdom, etc.) or international institutions (e.g. United Nations).

(4) The Customer is prohibited to provide, supply, sell, resell, export, reexport or retransfer, directly or indirectly, any asset, product, technology, technical data or service acquired from Satisloh to, or use it in connection with, any of the following countries, without prior written approval from Satisloh: Afghanistan, Armenia, Azerbaijan, Belarus, Central African Republic, Cuba, Democratic Republic of Congo, Eritrea, Ethiopia, Georgia, Guinea, Guinea-Bissau, Iran, Iraq, Kazakhstan, Lebanon, Libya, Mali, Myanmar, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, Turkey, occupied territories of Ukraine, United Arab Emirates, Uzbekistan, Venezuela, Yemen, Zimbabwe (such list may be amended by Satisloh at any time). If the Customer is registered in one of the above-mentioned countries and/or the distribution area of the delivery items is in one of these countries, Customer shall seek for Satisloh's written approval latest at the time of placing the order.

(5) The Customer warrants and undertakes that (where applicable) any use, resale, retransfer of dual-use item or technology shall be made in respect of the end-user statement, which shall be signed and transmitted by Customer to Satisloh. The Customer shall refrain from using, reselling or retransferring the delivery items in a manner that contradicts the end-use statement. In situations where the Customer may be in a position to use, resell or retransfer the delivery items or components thereof in contradiction with the end-use statement, it must obtain the written consent of Satisloh before using, reselling or retransferring the said item or technology.

(6) If any necessary export license from a competent authority is not granted, the performance by Satisloh or any of its affiliates becomes illegal or impracticable, Satisloh shall be entitled to either immediately suspend the performance of the affected obligation under the Contract until such time as Satisloh may lawfully discharge such obligation or unilaterally terminate the Contract in whole or in part. Satisloh will not be liable to the Customer for any costs, expenses or damages associated with such suspension or termination of the Contract.

(7) § 13 is an essential clause of the contract and the Customer's failure to comply with the undertakings and warranties described in this paragraph shall constitute a material breach of the contract. The Customer shall indemnify and hold Satisloh harmless from any and all responsibility and any consequences resulting from a breach by the Customer of any of the obligations described in § 13. In case of a breach of any of the provisions of § 13, Satisloh will be entitled to immediately terminate the contract.

§ 14 Place of jurisdiction, choice of law, final provisions

(1) The place of jurisdiction for all disputes arising in connection with the contract shall be Satisloh's registered office in 35578 Wetzlar, Germany. However, Satisloh shall be entitled to sue the Customer at its place of residence.

(2) The contract and any dispute or claim arising out of or in connection with it or its subject matter or formation is governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding both its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

(3) Insofar as the contract or these GTC contain loopholes, those legally effective provisions are deemed to have been agreed for filling these loopholes which the contracting parties would have agreed according to the economic objectives of the contract and the purpose of these GTC had they been aware of the loophole.

(4) These GTC are drawn up in the English language. If these GTC are translated into another language, the English language text shall in any event prevail.

Edition November 2024