

## General Terms and Conditions of Sales and Delivery of Satisloh AG (hereinafter referred to as "Satisloh")

### 1 Scope

- 1.1 The General Terms of Sales and Delivery (hereafter "Delivery Terms") apply to the sale and delivery of machines and instruments in combination with installed software, of software packages, of components, spare parts and consumables (all together referred to as the "Products") of Satisloh AG.
- 1.2 The Delivery Terms shall be deemed accepted by the Customer upon placing the order or by accepting the delivery. Once so accepted, these Delivery Terms shall also apply to all future business with the Customer. Any general order or purchase terms and conditions of the Customer shall be excluded to the extent they differ from the Delivery Terms even if Satisloh does not explicitly reject them.

### 2 Conclusion of Sales Contract

- 2.1 Offers of Satisloh are for information purposes only and without any legally binding effect. The conclusion of a valid and binding sales contract (hereinafter "Contract") is subject to the written order confirmation by Satisloh and the order confirmation together with this Delivery Terms shall prevail over any other documents. Verbal agreements or consents shall not be binding unless confirmed by Satisloh in writing.
- 2.2 If an offer of Satisloh explicitly states that it is a binding offer, the validity of such offer shall be limited to 45 days beginning from date of issue.
- 2.3 Agents, distributors etc. of Satisloh shall not be authorized to conclude any Contracts on behalf of Satisloh or to make any binding commitments regarding the Products or other conditions.
- 2.4 Satisloh reserves all rights regarding the offer, sales and project documentation etc. and models. They shall not be made available to third parties nor copied unless Satisloh explicitly agrees in writing and must be returned to Satisloh immediately on first demand.
- 2.5 If all or part of the Products, including their technical documentation, requires to obtain of an export license from a competent authority, the sale is deemed to have been made under the condition precedent of obtaining the said license. In the absence of a grant of said license within the agreed period, Satisloh may cancel all or part of the order. Similarly, Satisloh may cancel all or part of its sales in the event of cancellation, suspension or non-renewal of said license, with immediate effect.

### 3 Deadlines, Fixed Dates, Force Majeure, Passing of Risks

- 3.1 Deadlines and delivery dates shall only be binding upon written confirmation by Satisloh, after the Customer has submitted all information and documents timely to Satisloh, and after any down payments have been paid in accordance with the Contract. Agreed upon time limits shall start to run on the date of the order confirmation. Such time limits shall be extended accordingly in the event that further orders or amendments to the order have been placed. Delivery deadlines are met if the deliveries leave

the facilities of Satisloh or if the Customer has been notified of their readiness for dispatch before their expiry.

#### 3.2 Force Majeure

Satisloh shall not be considered to be in default or in breach of his delivery or service obligations under the Contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date when the Contract becomes effective, for the entire term of such force majeure events. The term force majeure as used herein shall mean acts of God or governments, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, mobilization, insurrection, riots, revolutions, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, , serious breakdown in the works or accidents, labor conflicts, terrorism, failure of subcontractors to comply with delivery deadlines, the need to scrap important parts of works, production stoppages of all kind, etc. and any other similar unforeseeable events, not within the control of Satisloh and which by the exercise of due diligence neither party is able to overcome. Agreed upon time limits are extended for the duration of such events and the Customer shall be duly informed thereof.

If circumstances of force majeure have occurred and persist for a period of 90 days then, each party shall be entitled to serve upon the other 30 days' notice to terminate the affected Contract and in consequence thereof, the parties shall be released from further performance of the Contract.

#### 3.3 Default in Delivery

In the event that delays are attributable to the fault of Satisloh, the Customer shall notify Satisloh accordingly in writing and set a new adequate delivery date. If Satisloh fails again to deliver within such new deadline, the Customer shall be authorized to terminate the Contract.

#### 3.4 Default in Acceptance

If the Customer is in default of acceptance of the Products or if he is in breach of other obligations to cooperate, Satisloh shall be authorized to deliver the Products to a warehouse at the risk, cost and expense of the Customer. Without prejudice to any other rights, Satisloh shall be authorized to terminate the Contract, if an adequate extension of time given to Customer for the acceptance of the Products elapses fruitless.

- 3.5 Satisloh shall be authorized to make partial deliveries for justified reasons.

- 3.6 Unless otherwise agreed upon in writing with the Customer, the Products shall be shipped with customary packing and the adequate means of transportation.

- 3.7 All risks regarding loss and damages of the Products shall pass to the Customer upon transfer of the Products to the carrier firm or the purchaser himself. Should transfer or dispatch be delayed due to reasons for which the Customer is responsible, the risk is transferred to the Customer on the date of notification by Satisloh of readiness to dispatch the Products.

#### 4 Prices, Payment Conditions

- 4.1 In the event that the parties did not agree on fixed prices, prices shall be determined in accordance with the prices which are electronically published by Satisloh on the date of the conclusion of the Contract or the price list of Satisloh applicable on the date of the Contract.
- 4.2 To the extent that Satisloh has fixed from time to time a minimum order value for some or all of its Product divisions, the Customer shall pay to Satisloh the prices for the Products plus the difference between the factual price and the applicable minimum order value.
- 4.3 All prices of Satisloh are exclusive of applicable VAT (value added taxes), customs duties -if any- and packing and transport costs which shall be calculated separately. Unless explicitly requested by the Customer, Satisloh shall not have a duty to procure insurance at its own costs for the transport of the deliveries to the Customer.
- 4.4 The Customer shall notify Satisloh immediately in writing of any transport damages, in any event, however, within five (5) days after receipt of the Products.
- 4.5 Except as otherwise agreed upon, deliveries of Satisloh equipment and machines shall be invoiced as follows:
- Thirty percent (30%) of the purchase price on the date of the order confirmation, due for immediate payment;
  - Sixty percent (60%) of the purchase price, on the date of readiness for dispatch as advance payments due for immediate payment, in any event, however, due before the delivery of the Products;
  - Ten percent (10%) of the purchase price on the date of the start of operation, but in no event later than two (2) months after shipment of the equipment or machine, due for immediate payment.
- 4.6 Deliveries of Satisloh consumables, spare parts and replacement parts will be invoiced by Satisloh with delivery and shall be due for payment without any deductions after thirty (30) days of the invoice date.
- 4.7 In the event of Customers' delayed payment of the amounts stipulated under paragraphs 4.5 or 4.6 above, Satisloh shall be authorized to claim legal interest for late payments. Satisloh reserves the right to claim additional damages.
- 4.8 Bills of exchange will not be accepted by Satisloh unless explicitly agreed upon in advance and, in any event, only on account of performance and free of any costs and charges.
- 4.9 The Customer shall not be authorized to set off any Satisloh claims against counterclaims he has or may have against Satisloh.
- 4.10 The Customer shall not be entitled to withhold any payments to Satisloh unless his counterclaim relates to the same Contract and is undisputed or adjudicated by final and binding judgment or award.
- 4.11 If after signing of the Contract, Satisloh becomes aware of facts - in particular a payment delay with regard to earlier deliveries - which in accordance with the due discretion of a businessman allow the conclusion that the purchase price claim will be endangered by a lack of solvency on the part of the Customer, Satisloh, after having set an appropriate period of grace, shall be entitled to make any outstanding Product deliveries only against payment in advance, or to demand corresponding securities and to withdraw from all or related Contract fully or in part. Satisloh reserves all other rights.

#### 5 Customer's right to use the software

Subject to Customers payment of the price identified on the order confirmation, Satisloh hereby grants to Customer a non-exclusive license to use the Satisloh software installed on the Products exclusively for the use of the Product for the purpose as identified in the respective Product documentation. The Customer may transfer this right of use to subsequent owners or leaseholders of the Product. Satisloh retains all intellectual property rights to the installed software even when such software has been produced specially for the Customer. 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 updated versions of the installed software.

#### 6 Transfer of Know-how and Personal Data

If the sale Contract includes the transfer of know-how in form of coating processes (hereafter "Process"), these Processes must be explicitly stated in writing.

- 6.1 Unless otherwise agreed upon, these Processes may only be used and applied on Satisloh machines of the relative sales 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.
- 6.2 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.
- 6.3 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.
- 6.4 Where Customer carries out processing of personal data of Satisloh ("Processing"), Customer shall provide the following information:
- Subject-matter and purpose of the Processing
  - Nature of the Processing
  - Categories of personal data processed ("Personal Data")
  - Categories of data subjects
  - Duration of the Processing

Customer guarantees that it provides sufficient guarantees to implement appropriate technical and organizational measures in such a manner that Processing will meet the requirements of the Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("Data Protection Regulations"), and ensure the protection of the rights of the data subjects.

In particular, Customer shall:

- a) Process the Personal Data only on documented instructions from Satisloh, including with regard to transfers of personal data to a third country or an international organization;
- b) Ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) Take all necessary measures to ensure a level of security appropriate to the risks which are likely to affect the Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed,

- and report these measures to Satisloh upon its first request;
- d) Assist Satisloh by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Satisloh's obligation to respond to requests for exercising the data subject's rights (right for the data subject to access to, to modify, to rectify, to erase its Personal Data, to object to the processing of its Personal Data, etc.);
  - e) Assist Satisloh for the fulfilment of Satisloh's obligations to assess the risks pertaining to the Processing of Personal Data and to notify any breach of Personal Data to the supervisory authorities and to the data subjects who are affected by such a breach. Customer shall notify to Satisloh any breach of Personal Data not later than twenty four (24) hours after having become aware of it and provide Satisloh with the following information: nature, cause, description and consequences of the breach of personal data, measures proposed to address the breach of personal data;
  - f) At the end of the relationship, at the choice of Satisloh, delete or return the Personal Data to Satisloh;
  - g) Make available to Satisloh all information necessary to demonstrate compliance with the obligations laid down in the Data Protection Regulations, and allow for and contribute to audits, including inspections, conducted by Satisloh or another auditor mandated by Satisloh;
  - h) Immediately inform Satisloh if, in its opinion, an instruction infringes the Data Protection Regulations.

Customer is not authorized to engage another processor without prior specific or general written authorization of Satisloh. In the case of general written authorization, Customer shall inform Satisloh of any intended changes concerning the addition or replacement of other processors, thereby giving Satisloh the opportunity to object to such changes.

Where Customer engages another processor for carrying out specific Processing activities on behalf of Satisloh, the same data protection obligations as set out in the contract or other legal act between Satisloh and Customer shall be imposed on that other processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the Data Protection Regulations. Where that other processor fails to fulfill its data protection obligations, Customer shall remain fully liable to Satisloh for the performance of that other processor's obligations.

Customer acknowledges and agrees that Satisloh may immediately terminate the agreement, without any compensation whatsoever for Customer, in case of breach of the confidentiality of the Personal Data or failure to comply with any of the obligations provided for in this article.

## 7 Confidentiality

Satisloh is an independent company and as such does not disclose any Confidential Information to any third parties or to its parent company (in particular EssilorLuxottica). "Confidential Information" shall mean any information or data relating to our customers' technology, know-how, trade secrets, proprietary and/or other confidential information, including lab lay-outs, production processes, macro settings, surfacing and coating recipes, OEE and other operational KPIs, lens material mix and indexes, productivity and jobs per day, yield and breakage rates, materials and consumables used, customers' vendors and information on who a lab is producing for and what its target markets are, whether disclosed in written, oral or other tangible or intangible forms. Notwithstanding the foregoing, the term "Confidential Information" does not include any information that is publicly accessible.

## 8 Acceptance

The provisions of the following para. 8.1 and 8.2 shall only apply to the sales of Satisloh machines:

- 8.1 The Customer shall have a duty to accept all machine deliveries which comply with the contractual specifications.
- 8.2 If the Customer does not accept the machine delivery immediately after being notified of its readiness for operation or after being requested to accept the machine delivery, Satisloh may notify the Customer of an adequately extended acceptance date. In the event that the Customer does not accept the deliveries within this extended time limit the acceptance shall be deemed to have taken place.

## 9 Compliance with contractual specifications

- 9.1 SATISLOH warrants that, the Products delivered shall be of the agreed quality and condition at the time of passing of the risk to the Customer. The quality and conditions of the Products shall be measured exclusively in accordance with specific written agreements concerning the qualities, features, and performance characteristics of the Products. All further warranties are hereby explicitly excluded.
- 9.2 Satisloh does not intend and the Contract between the parties shall not be deemed to include any representations and warranties other than those mentioned in para. 9.1 above regarding the compliance of the Products with their contractual specifications.
- 9.3 As set out in paragraph 9.2 all other data and information contained in catalogues, price lists, sales brochures and other material on Satisloh products shall in no event be considered as additional representations or warranties for special qualities of the Products.
- 9.4 Any additional warranties and representations shall only be valid and binding if they are made in writing.

## 10 Warranty for Defects, Obligation to Inspect

- 10.1 In order to preserve his warranty claims for defects the Customer shall inspect the Products immediately upon their receipt and shall notify Satisloh immediately of any defects in writing, but in no event later than two (2) weeks after receipt of the Products. Hidden defects shall be notified in writing immediately after their discovery.
- 10.2 In the event of any notification of defects Satisloh shall be authorized to inspect and test the respective Product within an adequate time limit, and the Customer shall provide Satisloh with such opportunity. Satisloh may request that the Customer return the defective Product at the cost of Satisloh. If any notification of defect made by the Customer proves unjustified, the Customer shall indemnify Satisloh for all costs and expenses resulting there from including but not limited to costs and expenses for travelling, labor, transport and packaging.
- 10.3 Satisloh shall, at its own discretion, repair or replace any defective Product under warranty at no cost to the Customer.
- 10.4 The Customer shall allow Satisloh to repair or replace any defective Product within reasonable time. The Customer shall not be authorized to repair or replace the defective Product by himself or by third parties and demand compensation for incurred costs except in the event of serious threats to the safety at work or in order to prevent excessive damages.
- 10.5 Title to parts which have been replaced by Satisloh under warranty shall be transferred to Satisloh, and such replaced parts shall be delivered on first demand to Satisloh.
- 10.6 Satisloh shall not be liable for damages which result from the unfit or incorrect use, faulty installation or operation, incorrect handling or fitting by the Customer or third parties, ordinary wear and tear (in particular consumables), or disturbing electromechanical or electric influences. The warranty shall not apply to defects which result from normal wear and tear or incorrect handling, storage, maintenance,

cleansing or similar activities by the Customer or third parties instructed by the Customer.

- 10.7 Satisloh shall bear all costs and expenses for materials, transportation, labor etc. incurred in connection with the repair or replacement under warranty except in the event of paragraph 10.2, last sentence.
- 10.8 If Satisloh seriously and finally rejects its performance obligations under the Contract, or under specific circumstances which, after careful consideration of the interests of both parties, would justify claims other than those set forth in paragraph 10.3, or if defective Products are not successfully repaired or replaced, or if they are reasonably unacceptable to the Customer, or if Satisloh rejects the repair or replacement of defective Products, in accordance with Art. 368 II of the Swiss Code of Obligations as a result of disproportionate costs, the Customer may at his choice:
- (i) terminate the Contract regarding the defective Products, or
  - (ii) reduce the purchase price for the Products affected by the defect, and
  - (iii) claim compensation for costs and expenses reasonably incurred, excluding, however, damages as set out in paragraph 10 below.

In the events of (i) and (iii) the termination of the Contract and/or claims for damages shall only be allowed if and to the extent

- acceptance of a partial delivery is considered reasonably unacceptable to the Customer, or
- the insufficient performance and breach of contractual duties are material.

- 10.9 The contractual time limitation for claims relating to the deliveries shall be twelve (12) months from the date of the transfer of risks. For deliveries of Certified Pre-Owned (CPO) Products the time limitation shall be six (6) months. In the event that Satisloh repairs and/or replaces any defective Product (paragraph 10.3) the running warranty period shall be extended for the duration of such repair or replacement only without the starting of a new warranty period and shall only be extended for the defective part and not for the entire Product.

- 10.10 Limited remedies in case of Products not being serviced by Satisloh.  
Satisloh offers to its customers the opportunity to conclude service agreements for rendering periodic maintenance and repair services by Satisloh professionals for the Products delivered. If the Products are not serviced by Satisloh or Satisloh's affiliates, the Customers sole remedy in case of defects is the right to delivery of those spare parts free of charge by Satisloh that are necessary to repair the defective Products.

## 11 Damages and Limitation of Liability

### 11.1 Satisloh shall be liable

- (i) for injuries, death and damage to health caused by the fault of Satisloh;
- (ii) for damages which have been caused by Satisloh, its employees or subcontractors with malicious intent or gross negligence;
- (iii) to the extent that Satisloh has – contrary to paragraph 9.2 and 9.3 – given additional written warranties in accordance with paragraph 9.4 for its capability to procure, for specific characteristics of the Products or any other specifications and that such damage has been directly caused as a result of the breach of such additional warranties;
- (iv) in accordance with the product liability law or other mandatory liability provisions.

- 11.2 The liability of Satisloh for slight negligence shall be waived in accordance with Art. 100 II of the Swiss Code of Obligations to the extent legally permitted.

- 11.3 The liability of Satisloh for damages shall be limited to the amount of the purchase price paid to Satisloh for the defective Product which has directly caused the damage.

- 11.4 Paragraphs 11.1 to 11.3 shall apply to all claims for damages made on any legal grounds whatsoever including, in particular, tort.

- 11.5 The Customer shall take all reasonable measures to necessarily revert and reduce damages.

## 12 Title to Deliveries

- 12.1 Title to the Products shall remain with Satisloh until all claims of Satisloh relating to the business relationship with the Customer are completely satisfied.

- 12.2 In case of a current account, Satisloh may retain the title to the Products to secure payment of the outstanding balance. On demand of Satisloh the Customer shall undertake all acts and make all declarations required for the registration or filings of the Products with the competent authorities that might be necessary to effect such retention of title or for other measures required in connection with the securing of the outstanding debt.

- 12.3 Where title to any Product has been retained by Satisloh for the purpose of securing payments on outstanding invoices, the Customer shall not sell, mortgage, pledge, grant security interest or otherwise dispose of the Products or not undertake any other measures which may prejudice the ownership and interests of Satisloh. The Customer assigns hereby all his claims resulting from a sale of such Products to Satisloh, and Satisloh hereby accepts such assignment. The Customer shall be authorized to collect any amounts owed on a fiduciary basis in his own name but for the account of Satisloh until such authorization is revoked by Satisloh. Satisloh may revoke such authorization if the Customer is in breach of material obligations such as his payment obligations towards Satisloh.

- 12.4 On request of Satisloh the Customer shall provide all information regarding Products the title of which has been retained or regarding claims which have been assigned to Satisloh hereunder. Any claims of third parties or attempts to seize the Products shall be notified immediately to Satisloh and all relating documents shall be provided to Satisloh. At the same time the Customer shall notify such third parties that Satisloh is the owner of such Products. The Customer shall bear all costs and expenses incurred in the defense against such claims and attempts.

- 12.5 The Customer shall handle the Products diligently as long as title thereto remains with Satisloh.

- 12.6 In the event that the Customer does not fulfill material contractual obligations such as timely payment, Satisloh may in addition to its other rights revoke all Products to which the title has been retained and commercialize them otherwise in order to satisfy payable claims against the Customer. In such event the Customer shall give Satisloh or its representative's unlimited access to such Products and make them available. If Satisloh demands the restitution of such Products in accordance with this provision such demand shall not be considered as cancellation from the Contract.

- 12.7 For deliveries to other jurisdictions where the above provisions do not provide the same security for payments as under Swiss law the Customer shall undertake all acts and make all declarations in order to provide similar security rights to Satisloh. The Customer will participate in the undertaking of all measures such as registration, publication etc. which may become necessary for the effectiveness and enforceability of such security rights.

12.8 The Customer shall procure and maintain adequate insurance for all deliveries where title has not been transferred in accordance with the above provisions. On demand of Satisloh the Customer shall provide Satisloh with a copy of the respective insurance policy and shall assign its insurance claims to Satisloh up to the amount of the remaining balance in favor of Satisloh.

### **13 Product Liability**

In the event that the Customer resells the Products without any modifications or after machining, combining, mixing or blending them with other goods the Customer shall hold Satisloh harmless and indemnify it against all and any product liability claims of third parties if and to the extent the Customer is responsible for the defect which has caused the damages.

### **14 Intellectual Property Rights**

In the event that the Customer specifies the manufacture of the Products by providing instructions, data, documents, drafts or sketches to Satisloh the Customer shall hold harmless Satisloh and indemnify it against all and any claims of third parties for the infringement of patents, models, trademarks, author's rights and other intellectual property rights if and to the extent such third parties raise claims against Satisloh for such infringements.

### **15 General Conditions**

- 15.1 Any amendments to the Contract and/or these Delivery Terms and/or any side agreements shall be made in writing. This shall also apply to the requirement of the written form.
- 15.2 If any provision of these Delivery Terms is or becomes invalid or unenforceable in part or in whole the remaining provisions shall not be affected thereby and the invalid or unenforceable provision shall be replaced by a valid and enforceable provision which comes closest to the commercial purpose of the invalid or unenforceable provision.
- 15.3 The public courts at Zug /Switzerland shall be the competent court for all disputes arising under or in connection with the contractual relationship between the parties. However, for export sales, Satisloh shall also be entitled to sue the Customer at the place of registered business of the Customer.
- 15.4 The present Delivery Terms of Satisloh shall be interpreted in accordance with and be governed by Swiss law, excluding the United Nations Convention on the International Sale of Goods of April 11, 1980.

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