



Satisloh North America, Inc.
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Terms and Conditions of Sale, Satisloh North America

Please read these terms and conditions carefully. They materially affect the parties' obligations. The Seller is bargaining for and will do business only on the terms and conditions on this form.

1. Acceptance and Filing of Orders; Contrary Terms; Entire Agreement. All orders for equipment, supplies, and/or services (the 'Goods') are subject to acceptance by Seller at its office. Purchaser's order for the Goods described on the reverse side is accepted as provided herein.

ANY ACCEPTANCE OF BUYER'S PURCHASE ORDER IS EXPRESSLY LIMITED TO THE EXPRESS TERMS CONTAINED HEREIN; ANY OF BUYER'S TERMS WHICH ARE IN ADDITION TO OR DIFFERENT FROM THOSE CONTAINED HEREIN SHALL BE DEEMED MATERIAL AND ARE HEREBY REJECTED.

Seller's signature on Buyer's documents shall only constitute acknowledgement of delivery of those documents, and shall not constitute Seller's assent to any terms and conditions contained on Buyer's documents.

2. Payment. Payment is due fifteen (15) days from the date of invoice unless otherwise stated. No payment may be withheld nor may any offset, counterclaim or any other change be deducted from the payment due without prior written consent of Seller. A down payment may be required at the time Buyer's order is accepted. Seller reserves the right to add a late charge of 1.5% percent per month (18% percent per annum) on invoices overdue. In the event of litigation Seller shall be entitled to attorney's fees, court costs and other costs incurred.

3. Excuse from Performance. Seller is excused from performance if performance is rendered impracticable by any accident; breakdown; sabotage; riot; insurrection; war; delay; interruption in or failure of sources or subcontractors to ship supplies or equipment; strike; labor or transportation problems; act of God; other causes and conditions, whether of like or different nature, that affect Seller; and orders, contracts, priorities, directives, requisitions or requests of the federal or state governments, whether or not voluntarily assumed.

4. Taxes and Fees. Unless otherwise specified on the front of this form, prices stated on this form do not include any manufacturers, sales, use or excise taxes, charges or duties. Buyer will pay all such taxes, charges and duties.

5. Risk of Loss; Shipment. Unless otherwise specified on the front of this form, all shipments are F.O.B. Seller's place of business. Shipping dates on this form or elsewhere are estimates only. Seller will use every reasonable effort to meet the estimated shipping date, subject to Buyer's prompt provision of all necessary, complete and correct specifications, information and data, but Seller shall not be held responsible for failure to meet such estimated date. If Buyer requires special production service for unusual shipments, an additional charge shall be imposed, as agreed upon by the parties.

6. Exclusive Warranty. Seller warrants the Goods to be free from defects in materials and workmanship for one year from the date of delivery based on single-shift work. If the Goods are provided to Seller's satisfaction to be defective, the same shall be repaired or replaced at Seller's option.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Remedies and Damages. Seller's sole liability and Buyer's exclusive remedies for any claim arising out of this transaction will be limited solely to repair, replacement or credit, at Seller's option, with respect to Goods returned to Seller at Buyer's expense within 30 days after Buyer's receipt of the Goods.

SELLER WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE GOODS.

8. Exclusion of Tort Remedies. This is a commercial sales transaction. The parties want it to be governed by Article 2 of the Uniform Commercial Code and related commercial legal principles.

NEITHER PARTY WILL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER, OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT.

9. Patent Indemnity. Limitation of Responsibility and Damages.

(a) If any item of the Goods is claimed to infringe any United States patent, copyright, trademark or other trade designation, trade secret, or other intellectual property right in effect in the United States at the time Buyer's order is accepted. Seller agrees, at its option:

(1) to procure for Buyer the right to use that item; or (2) to modify or replace that item so as to avoid infringement, or (3) to accept re-delivery of that item and reimburse Buyer for the purchase price and any reasonable transportation expenses incurred by Buyer.

(b) THE FOREGOING REPRESENTS SELLER'S ENTIRE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY CHARGE OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT AND IS IN LIEU OF ANY STATUTORY WARRANTY RELATING TO INFRINGEMENT. SELLER WILL HAVE NO RESPONSIBILITY WITH REGARD TO ANY SETTLEMENT, ADMISSION OR PROMISE MADE BY BUYER WITHOUT SELLER'S PRIOR WRITTEN CONSENT, NOR WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOST PROFITS, CLAIMED TO HAVE BEEN SUSTAINED BY BUYER OUT OF ANY CLAIM OF INFRINGEMENT.

10. Claims, Cancellation, Changes. All claims for error in weight or quantity or freight damage must be made within 14 days of receipt of the Goods with respect to which the claim is being made. Seller reserves the right to accept or reject any such claim in whole or in part. Cancellation, modification, suspension, or delay in shipment of Buyer's order will not be accepted on terms that will not fully indemnify and reimburse Seller against loss. Such indemnity will include recovery of all direct costs incurred, including normal indirect and overhead charges and a normal profit. No change proposed by Buyer in any terms and conditions will be valid or binding upon Seller unless approved in writing by

11. 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.

12. Notices. Any notice relating to this transaction will be sent by first class mail and will be presumed to be given when deposited, postage prepaid, in a United States Post Office or authorized depository and addressed to the other party at the address given herein.

13. Setoff. Seller may setoff any amount due from Buyer, whether or not under this agreement, against any amount that may become due to

14. Assignment. Buyer may not assign its rights, duties or obligations under this agreement without Seller's prior written consent.

15. Controlling Law. The validity, construction and enforcement of this agreement will be governed by and interpreted under the local, domestic law of the State of Wisconsin, including its provisions of the Uniform Commercial Code.

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As of July 2019