

This document is an extract of ESSILOR's General Purchasing Conditions. The integral version of these Conditions is accessible upon request.

[...]

### 2. PURCHASE ORDER AND ACCEPTANCE

2.1. All purchases from ESSILOR are subject to a written Purchase Order, in paper or electronic form. Any Purchase Order shall contain date, delivery address, quantity, unit price, reference and name of the Product. Any Purchase Order placed orally or by telephone shall be confirmed in writing by ESSILOR.

2.2. The SUPPLIER shall acknowledge in writing the receipt of the order to ESSILOR, as stated on the Purchase Order. The order is deemed to be accepted if no acknowledgement of receipt is received within forty-eight (48) hours of the order.

2.3. Any order may be cancelled by ESSILOR at any time prior to the receipt by ESSILOR of the acknowledgment of receipt, by written notice sent to the SUPPLIER, effective immediately upon the date of receipt of such notice by the SUPPLIER.

### 3. DELIVERY AND CONFORMITY

3.1. Product shall be delivered in accordance with the conditions and place of delivery agreed upon in the Purchase Order and shall include all related documents.

3.2. The agreed delivery clause shall be construed in accordance with "Incoterms 2010" as defined by the International Chamber of Commerce, Paris, France. Unless otherwise agreed, the delivery clause shall be Incoterm DDP.

3.3. The SUPPLIER shall immediately notify ESSILOR in writing of any known or suspected circumstance which could result in a late delivery, along with the expected length of the delay and the measures taken as a remedy.

3.4. Compliance with the delivery dates constituting an essential and determining condition of the order, the SUPPLIER shall be solely responsible vis-à-vis ESSILOR for any delay in delivery, and shall immediately pay to ESSILOR, by way of liquidated damages and as compensation for any damage sustained, a lump-sum indemnity equivalent to 2% per calendar day period of the pre-tax amount of the items delivered late, without exceeding 30 accrued calendar days of liquidated damages. Such indemnity shall not discharge the SUPPLIER from any other damages which could be suffered by ESSILOR.

3.5. The delivered Products are checked and acknowledged at ESSILOR's site after delivery. The Supplier shall not consider ESSILOR's signature or seal on the delivery note as final acceptance. All supplies and/or services shall be deemed accepted after ESSILOR's authorised department(s) has (have) checked their conformity to the Purchase order and Specifications or after acceptance has been declared by ESSILOR without reservation in accordance with the acceptance procedures approved by the parties.

3.6. The SUPPLIER shall at its own expense immediately replace any products delivered to ESSILOR, which do not comply with the Specifications (including shortage quantity), unless ESSILOR prefers, after giving notice of said non compliance, to request the cancellation of the purchase and/or to purchase the Product from another supplier of its choice, at the SUPPLIER's expense, or to demand any other compensations for damages.

3.7. The SUPPLIER undertakes to inform ESSILOR timely of any significant change to the Specifications of the Product and/or to its manufacturing process and of any other changes that might affect such Specifications.

3.8. All Products shall be conform to Specifications and comply with quality and security requirements for twelve (12) months following the delivery of the Products. These warranties are in addition to all other warranties specified herein or implied by law, and shall survive termination of the Agreement, and inspection, delivery, and/or acceptance of, and payment by ESSILOR for such Products.

### 4. TRANSPORT AND PACKAGING

4.1. Packages must contain only products of the same type and must be prepared according to the carrier's requirements and in such a way as to prevent damage and deterioration. Each shipment must contain a packing list clearly indicating ESSILOR's Purchase Order number. When several items are packed together, the invoice and the packing list must indicate each type of products individually. The customs code (HSC) and the country of origin of each item must be specified. [...]

### 5. PRICES, INVOICING AND PAYMENT

5.1. The price provided for in the Purchase Order is firm and final, without provision for indexation or sliding scale, and net of applicable taxes and custom duties. No price increase shall become effective without the prior express and written consent of ESSILOR. Unless otherwise agreed, the price shall include any assignment of Intellectual Property Rights, as the case may be.

5.2. In case of purchase expressed in a foreign currency, the invoice amount may not be indexed on changes in the exchange rate of another currency over a given period. The invoiced currency shall under all circumstances be the same as the one indicated in the Purchase Order.

5.3. Invoices shall be issued no earlier than the delivery date of the Product and shall correspond to the Purchase Order. The invoice shall include all information necessary for identification and verification of the supplied Product. The number of the Purchase Order shall imperatively be specified on the SUPPLIER's invoices. Failing that, ESSILOR shall be entitled to send back the invoice to the SUPPLIER.

5.4. Payment shall be made by ESSILOR when due in the form of bank transfers. The SUPPLIER shall provide its bank details to ESSILOR and shall confirm them at ESSILOR's request.

5.5. Unless otherwise agreed or provided by specific legislation, the term of payment shall be sixty (60) days from the date of invoice.

5.6. Any default of payment un-remedied thirty (30) days after notice in writing of such default shall give rights to late charges, amounting at least to three (3) times the French legal interest rate. In addition to the above penalty, any default of payment shall result in the payment of a fixed indemnity of forty (40) euros for recovery costs.

### 6. TRANSFER OF TITLE AND RISK

6.1. Unless otherwise agreed, transfer of title occurs upon delivery of the Product in accordance with the Purchase Order.

6.2. The SUPPLIER shall bear all risk of loss and damage to the Product until risk of loss is transferred to ESSILOR in accordance with the applicable Incoterm unless such delivery is rejected by ESSILOR according to provisions of article 3.

6.3. No reservation of property clause proposed by the SUPPLIER shall be effective against ESSILOR, except if expressly accepted in writing by ESSILOR. The SUPPLIER shall ensure that no reservation of property clause shall be asserted by its subcontractors for any element delivered by them and which is part of the Product.

### 7. INTELLECTUAL PROPERTY RIGHTS

7.1. "Intellectual Property Rights" include trademarks, trade names, service marks, database rights, patents, supplementary protection certificates, utility models, industrial design rights, copyrights (including computer software), rights in undisclosed or confidential information (such as know-how, trade secrets and inventions whether patentable or not) and other similar rights (whether registered or not), and applications for such rights as may exist anywhere in the world.

7.2. Unless otherwise agreed, Intellectual Property Rights deriving from the Agreement shall become the property of ESSILOR at the time of their delivery. If ESSILOR's purchase of Products initiates development or design work, any Intellectual Property Rights arising from such work shall accrue to ESSILOR and the SUPPLIER undertakes to provide ESSILOR with any document necessary to the transfer of Intellectual Property Rights.

7.3. The SUPPLIER guarantees that the Product or its use does not infringe the Intellectual Property Rights of a third Party. Accordingly, the SUPPLIER undertakes to hold harmless ESSILOR and ESSILOR's customers for all costs and all claims which may be made in any places by third parties, and against any judgement or court order which could have been or could have rendered against ESSILOR or against its customers. [...]

7.4. The SUPPLIER is aware that production for his own account or for that of a third party is not allowed when ESSILOR possesses an Intellectual Property Right to a Product. The SUPPLIER shall not use any corporate name or trademark belonging to ESSILOR without the prior written consent of ESSILOR.

### 8. LIABILITY - WARRANTIES - INSURANCE

8.1. The SUPPLIER shall be considered as fully accountable to ESSILOR for all harmful consequences of any non-compliance or non-quality or quantity of the Product for which it assumes full responsibility. Accordingly, the SUPPLIER undertakes to release and hold harmless or to indemnify ESSILOR against any claim of any kind which may be made in connection with an item, and against all harmful consequences resulting therefrom for ESSILOR. In particular, the SUPPLIER warrants ESSILOR against any hidden defect which could affect the Products, thereby making them unfit for their use or intended purpose. [...]

8.4. The SUPPLIER agrees to purchase and maintain at its own costs and expenses, from a financially sound and reputable insurance company, a commercial general liability insurance, including coverage for operations, completed operations, product liability (including design, manufacture and distribution of the Products), with coverage for bodily injury, property damage, consequential loss and pure financial loss, to cover its liability towards ESSILOR, its customers or any third party.

### 9. CONFIDENTIALITY

[...]

9.2. The SUPPLIER undertakes to respect the confidential nature of the Confidential Information and not to disclose it or make it available to a third party, without having obtained the prior written agreement of Essilor, unless a court or any supervisory authority issues an injunction to that effect. [...]

9.3. The provisions of this confidentiality undertaking shall remain in force throughout the duration of the agreement and for the following five (5) years. [...]

9.4. The SUPPLIER may not make public the business relationship of the Parties though advertising or in any other way without prior written consent from ESSILOR.

### 10. FORCE MAJEURE

[...]

10.2. In the event of Force Majeure event which would affect the performance of the agreement, the affected Party shall immediately notify such event to the other party and at the latest within three (3) days from the date the event arises. In such a case, the parties shall consult each other promptly and do their best to reduce the effects of the force majeure.

10.3. If one of the parties is prevented from, or affected in the performance of its contractual obligations due to one of the causes mentioned above, or is likely to be, during a continuous period of one (1) month, each party shall be entitled to terminate the agreement with a written notice of ten (10) days. [...]

### 12. SUBCONTRACTING

12.1. The SUPPLIER shall not assign, transfer or subcontract, all or any of its rights under the agreement without the prior written consent of ESSILOR and the SUPPLIER shall not subcontract or otherwise delegate any or all of its obligations under the agreement without the prior written consent of ESSILOR.

12.2. Notwithstanding any consent given by ESSILOR to a subcontractor, the SUPPLIER shall be solely liable for the complete performance of the agreement in accordance with its terms, including warranties and claims, and shall ensure its subcontractors comply with it.

### 13. TERMINATION

13.1. In case of failure by the SUPPLIER to fulfil any of its obligations, ESSILOR shall be entitled to terminate all or part of the agreement, at any time and without any legal action, thirty (30) days after a notice served by a registered letter has remained without effect. [...]

13.3. Upon termination and on ESSILOR's request, the SUPPLIER shall: (i) make available to ESSILOR all the work in progress, especially source software programs, design studies and development files in progress, together with other possible documents provided by ESSILOR to perform this work; (ii) assist ESSILOR to ensure the proper transfer of the work in progress and to preserve ESSILOR's rights on the work in progress. The cost of transfer of the work in progress shall be asserted by mutual agreement. [...]

### 15. APPLICABLE LAW AND DISPUTES

15.1. Unless otherwise agreed, these GPC, as well as the purchase and sale transactions or agreement referred to therein, shall be governed by and construed in accordance with French law (excluding, however, the United Nations Convention on Contracts for the International Sales of Goods).

15.2. **WHEN THE SUPPLIERS'S PLACE OF BUSINESS IS FRANCE, ANY DISPUTE WHICH CANNOT BE AMICABLY RESOLVED, WILL BE SUBJECT TO THE COURTS WITHIN THE JURISDICTION OF THE COURT OF APPEAL OF PARIS, EVEN IN THE EVENT OF INTRODUCTION OF THIRD PARTIES OR PLURALITY OF DEFENDANTS.**

15.3. **WHEN THE SUPPLIERS'S PLACE OF BUSINESS IS NOT FRANCE, ANY DISPUTE WHICH CANNOT BE AMICABLY RESOLVED SHALL BE FINALLY SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY ONE SINGLE ARBITRATOR APPOINTED IN ACCORDANCE WITH SAID RULES. THE PLACE OF ARBITRATION SHALL BE PARIS, FRANCE AND THE PROCEEDINGS SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE. THE AWARD OF SUCH ARBITRATION SHALL BE FINAL AND BINDING.**