

## GENERAL TERMS AND CONDITIONS

**1. General Statement.** These general terms and conditions (“GTC”) apply to all sales of Products by Invenios France SAS, doing business as Corning Technology Center - Lyon (hereinafter “Corning”) to professional buyers worldwide (“Buyer”).

For purposes of these GTC, “Products” shall mean: all products manufactured and sold by Corning, such as without limitation, liquid lenses and drivers ; “Resale Products” shall mean: products sold by Corning that are not manufactured by Corning (e.g. Maxim™ products) ; and “Manufacturer” shall mean: the entity engaged in designing and producing the Products or Resale Products, as the case may be.

Except when expressly provided otherwise, the terms and conditions applicable to the Products equally apply to the Resale Products.

**2. Purchase Order and Order Confirmation.** Upon Buyer’s request, Corning shall issue a quotation, defining the type of Products, quantity, prices, delivery lead-time. Corning’s quotation is valid for 30 (thirty) calendar days from date of issuance, except as otherwise agreed in writing by Corning.

Purchase orders (“PO”) shall be issued by Buyer and sent to Corning by email or fax and shall mention the quotation reference number, the part number of the Products, the description of the Products, quantity according to the MOQ (minimum order quantity) if applicable, unit price per Products with applicable currency, destination address and requested delivery date.

No binding contract shall exist or be deemed to exist unless and until Corning dispatches a written acceptance of Buyer’s PO (“Order Confirmation”). PO are not modifiable or cancellable and non-refundable, except if otherwise agreed in writing.

**3. Delivery.** Unless otherwise provided in Corning’s Order Confirmation, this is an ExWorks Corning’s premises delivery, according to the version of the Incoterms® in force at the time of conclusion of the contract (hereinafter “Delivery”). All risks associated with the Products shall transfer to Buyer upon Delivery. Delivery dates shall be as set forth, for information only, in the Order Confirmation. CORNING SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR PENALTY FOR DELAY IN SHIPMENT, DELIVERY, OR FOR FAILURE TO GIVE NOTICE OF ANY DELAY.

**4. Invoicing and Payments Terms.** Invoices and payments will be made in EUR unless otherwise provided for in Corning’s quotation.

Unless otherwise provided for in Corning’s Order Confirmation, Corning is entitled to invoice 100% of the price on shipment of the Products and invoices are payable within thirty (30) days of the date of invoice.

Corning reserves the right to request advance payment for any new Buyer, or in case of payment incident, or if Corning cannot obtain a satisfactory credit insurance coverage for Buyer.

In case Buyer fails to collect the Products upon the Delivery date, Corning reserves the right to charge extra costs incurred such as, without limitation, storage costs.

Prices exclude any taxes or additional charges such as, without limitation, import duties, which shall be borne by Buyer.

**5. Payment Delay or Default.** In case of Buyer’s delay or failure to pay any outstanding invoice when due, Corning may refuse any PO, suspend its further performance and all other invoices issued to Buyer shall become immediately payable without any notice. Any payment delay shall lead without any notice to (i) the application of interests for late payment at the rate of three (3) times the legal interest rate ; (ii) the immediate cancellation of any discount or rebate agreed and not settled yet by Corning ; and (iii) the payment of a lump-sum compensation for recovery costs in the amount of forty (40) €uro. The present Clause 5 is without prejudice to any other claim or remedy as may be available pursuant to applicable law.

**6. Retention of Title.** Title to any Products delivered by Corning shall pass to Buyer upon receipt of payment of the full purchase price of the Products. For any Products resold by Buyer before Corning has received full payment for those Products, Buyer hereby, to the extent relevant in advance, assigns to Corning (and Corning hereby accepts the assignment of) all claims which Buyer may have or acquire arising from that resale. Should Buyer fail to make payment for any Products when payment is due, Corning is then entitled to retake possession of the Products at Buyer’s expense or to inform the Buyer’s customer of the assignment in order to obtain payment directly from Buyer’s customer. If, in such event, the amount directly received by Corning from Buyer’s customer is in excess of the amount due and owing by Buyer to Corning, Corning shall refund to Buyer such excess amount. Buyer shall cooperate with, and provide all necessary information to, Corning, to effect this assignment.

### **7. Inspection and Warranty.**

**7.1 Inspection.** Buyer shall have seven (7) calendar days from Delivery to inspect the Products and notify any non-conformity to the transporter (with copy to Corning) by registered letter with acknowledgement of receipt. Buyer shall not be entitled to make any claim relating to physical damage and/or to, quantity, weight, packaging or loss of the Products after such time.

**7.2 Warranty.** Corning warrants only that the Products delivered to Buyer pursuant to these GTC shall conform to, and perform substantially in accordance with, their specifications, as provided with the Products. Such warranty shall remain in force (i) for Products, for a period of 12 months from the date of shipment and (ii) for Resale Products, for the period of warranty provided by Corning’s Resale Product supplier (the “Warranty Period”). Any warranty limitation or exclusion set forth in the warranty provided by Corning’s Resale Product supplier shall also apply to the contract between Corning and Buyer. Corning

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shall not be liable for any latent or other defects that appear after the Warranty Period.

**Remedy.** If the Products do not conform to the foregoing warranty (“Non-Conforming Products”), Corning will, at its option, either replace the Non-Conforming Products, or issue a credit note. The remedy selected by Corning shall be Buyer’s sole and exclusive remedy. Corning’s liability shall be limited to the delivery of replacement Products only, free to the original contractual place of delivery or to the issuance of a credit note, according to the remedy selected by Corning. The remainder of the initial Warranty Period shall apply to the replacement Product.

**Return.** Non-Conforming Products should not be returned to Corning unless (i) Product is unused, (ii) provided in its original uncompromised packaging and (iii) accompanied by Corning’s Return Material Authorization.

**Limitations.** The foregoing warranty is conditioned on satisfaction of each of the following: (i) all claims regarding Non-Conforming Products must be made in writing to Corning (with appropriate unused samples, to the extent available, in such amounts as Corning reasonably requests) before the expiration of the Warranty Period; and (ii) the Non-Conforming Products shall have been stored, maintained and used by Buyer or any third-party in accordance with standard industry practice and any instructions provided by Corning ; and (iii) the Non-Conforming Products shall not have been damaged, altered, repaired or otherwise modified by Buyer or any third party. Corning makes no warranty against and shall not be liable for any damage(s) attributable to Products, used, operated or maintained negligently in any manner or otherwise not due to Corning’s fault.

Buyer has an obligation to mitigate any damages related to integration of defective or non-conforming parts. If Buyer has knowledge that Products are defective or non-conforming and Buyer integrates such defective Products, Corning shall have no liability to Buyer for any damages incurred by Buyer as a result.

Corning shall be allowed a reasonable period to investigate any claim relating to Non-Conforming Products and shall be given access to Buyer’s relevant records and data for this purpose. If Corning’s analysis leads to the conclusion that the Product’s defect or failure is due to the Buyer, Corning will reject the warranty claim and reserves the right to charge Buyer with the analysis costs.

Buyer acknowledges and agrees that it is relying on its own skill and judgement as to suitability of all Products supplied by Corning for any particular purpose or for use under any specific conditions. Corning disclaims any warranty relating to any design made, furnished or specified by Buyer.

THIS WARRANTY CONSTITUTES THE SOLE GUARANTEE OR WARRANTY RELATED TO THE PRODUCTS PROVIDED BY CORNING, AND IS IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL OR IMPLIED), INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

NO WARRANTY OR REPRESENTATION OR GUARANTEE IS MADE BY CORNING AS A RESULT OF THE DELIVERY OF ANY SAMPLE, PROTOTYPE, DEVELOPMENT KIT, PRODUCT INFORMATION SHEET, SALE OR MARKETING MATERIAL, OR STATEMENT BY A REPRESENTATIVE OF CORNING.

**8. Limited Liability.** Corning’s aggregate liability to Buyer arising from all claims that may be asserted by Buyer, whether in contract, tort, intellectual property infringement, or under any other legal theory, shall be limited to an amount not to exceed 100% of the purchase price actually paid by Buyer for the Products as to which a claim is made.

IN NO EVENT, NOTWITHSTANDING THE NATURE OF THE CLAIM, BE IT A CLAIM BROUGHT IN TORT, CONTRACT, INDEMNIFICATION, STRICT LIABILITY, PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE, SHALL CORNING BE LIABLE TO BUYER FOR ANY SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE REASONABLY FORESEEABLE, INCLUDING, WITHOUT LIMITATION, THE LOSS OF CAPITAL, USE, ORDERS, PRODUCTION OR PROFITS, SUBSTITUTE PERFORMANCE OR CLAIMS OF BUYER OR BUYER’S CUSTOMERS. If applicable laws impose upon Corning any liability in addition to those expressly undertaken herein, such liability will be limited to the absolute minimum liability level required by applicable laws. Any claim in connection with Products delivered hereunder shall be brought at the latest within one year from Delivery.

### 9. USE OF PRODUCTS IN LIFE SUPPORT, NUCLEAR AND CERTAIN OTHER APPLICATIONS.

The Products sold by Corning are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property or environmental damage.

If Buyer uses or sells the Products for use in any such applications: (i) Buyer acknowledges that such use or sale is at Buyer’s sole risk; (ii) Buyer agrees that Corning (and the Manufacturer of Resale Products) are not liable, in whole or in part, for any claim or damage arising from such use; and (iii) Buyer agrees to indemnify, defend and hold Corning and the Manufacturer harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

**10. Corning Indemnity.** Corning’s sole indemnification obligation owing to Buyer shall be to defend and indemnify Buyer from and against any claim asserted by any third party alleging that a Product provided by Corning (in the form provided by Corning) infringes a validly issued patent, provided that Corning is notified promptly in writing of such suit or proceeding and is given full and complete authority, information and assistance by Buyer for such defense.

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If infringement is alleged prior to the completion of delivery of the Products, Corning may decline to make further shipments without being in breach of the GTC. In the event that such Products are held in such suit or proceeding to be infringing and their use is enjoined, or if in the opinion of Corning such Products are likely to become the subject of a claim of infringement, Corning at its sole discretion and at its own expense, may either (i) procure for Buyer the right to continue using such Products; (ii) modify such Products so that they become non-infringing; (iii) replace such Products with non-infringing Products; or (iv) accept the return of such Products, granting Buyer a refund or credit equal to the depreciated value.

Any provision herein to the contrary notwithstanding, Corning shall have no obligation to Buyer (to defend or make any payment to or for Buyer) for any infringement, misappropriation or misuse claimed by any third parties if any such claim arises, in whole or in part, (a) as a result of a modification of the Products ; or (b) as a result of the interconnection or use of the Products in combination with goods or other devices or with a manufacturing or other process; or (c) the use of the Products in other than an application recommended by Corning or (d) compliance with Buyer's design, specifications and/or instructions.

If Buyer alleges intellectual property infringement against a third party pursuant to Buyer's intellectual property portfolio and as a result the alleged infringer crossclaims against Buyer alleging among other things infringement by Corning Products, Corning's liability for the resulting attorney fees and costs will be proportional to the extent to which Products, as opposed to third party goods, are found to have infringed third party intellectual property rights.

The foregoing indemnification obligation is subject to the limitation of liability provided elsewhere in these GTC.

**11. Buyer Indemnity.** Buyer shall indemnify and hold harmless Corning, its affiliates, officers, employees, agents, successors, directors, shareholders, and assignees, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Corning may incur as a result of any claim against Corning brought by Buyer's affiliates, officers, employees, agents, successors, directors, shareholders, or assignees, by Buyer's customers, by end users, or by other third parties, arising, directly or indirectly, out of the (i) use of the Products, or (ii) any Products manufactured to Buyer's designs or specifications or specifically designed by Corning or its supplier to meet Buyer's requirements or (iii) by reason of Buyer's failure to perform Buyer's obligations contained herein.

**12. Intellectual Property - No License.** All rights in the design of the Products and all intellectual property rights existing or coming into existence in relation to the Products (including but not limited to, rights under issued and pending patents, mask work rights, copyright rights, trademark rights and trade secret rights) are wholly owned by the Products' Manufacturer.

Neither the sale of Products hereunder nor the provision by Corning of any supporting or related documentation,

technical information or advice shall confer on Buyer any license, express or implied, under any intellectual property rights covering or related to (i) apparatus or circuits in which the Products or parts thereof may be used; (ii) a process, machine, use or application in connection with which the Products or parts thereof may be used; (iii) the process of their Manufacturer; or (iv) a combination in which the Products or part thereof may be used.

**13. Changes to Specifications.** Corning or the Manufacturer reserves the right to change the specifications of any Products (including all statements and data appearing in particular in Corning's catalogs or Manufacturer's catalog, data sheets and advertisements) without notice.

If such changes to the Product's specifications are made, Corning assumes no obligation to provide the change on Products previously purchased or to continue to supply discontinued Products. Corning may substitute goods manufactured to such modified specifications for those specified herein provided such Products substantially conform to the PO or contract.

**14. EXPORT LICENSING. THIS CONTRACT IS SUBJECT TO THE PROVISOS: THAT REQUIRED EXPORT LICENSES HAVE BEEN GRANTED AND/OR THAT THERE ARE NO OTHER IMPEDIMENTS ARISING FROM ANY APPLICABLE EXPORT REGULATIONS; AND THAT ANY PRODUCTS SOLD TO BUYER WILL NOT BE EXPORTED OR RE-EXPORTED BY BUYER UNLESS SUCH EXPORT OR RE-EXPORT COMPLIES FULLY WITH ALL APPLICABLE EXPORT REGULATIONS.**

**15. Force Majeure.** In case of Force Majeure affecting the fulfillment of the contract, the party so affected, shall give prompt notice to the other party, and be temporarily excused from the performance of its obligations to the extent that and for so long as non-performance results from the event of Force Majeure.

"Force Majeure" shall mean all unforeseeable and unavoidable events beyond the reasonable control of the party affected, which prevent or delay in total or in part the carrying out of its obligations (such as but not limited to earthquakes, Acts of God and other natural disaster, fire, flood, accidents, war, riots, insurrection, civil disturbance, acts of government, governmental regulations, change of law and regulation, general transportation difficulties, strike, lock out, failure of public infrastructure).

In case the Force Majeure event would last more than three (3) months, each party may be entitled to cancel any order without any indemnification of any nature being due to either party. Cancellation of any part of a PO however shall not affect Buyer duty to pay for performance of any other unaffected part hereof.

**16. Confidentiality.** If Corning and Buyer have previously executed a Nondisclosure Agreement related to the transactions anticipated by these GTC (the "NDA"), then the NDA shall apply *mutatis mutandis* to the transactions

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undertaken pursuant to these GTC. If no NDA exists, then Buyer and Corning each agree that :

(i) all confidential commercial (including all pricing) and technical information provided hereunder to one party by the other (which the transmitting party designates in writing as being confidential) will be kept confidential by the receiving party using the same standard of care as the receiving party uses to protect its own similar confidential information, though not less than a reasonable standard of care; and shall not be sold to or disclosed in any other manner to any third party by the receiving party. The preceding sentence shall not apply to: (a) information which at the time of disclosure hereunder is in the public domain; (b) information which after disclosure hereunder is published or otherwise becomes part of the public domain through no fault of the receiving party; or (c) information which the receiving party can document through written records as having been in its possession at the time of its disclosure.

(ii) Buyer will not attempt to reverse engineer, deconstruct or in any way determine the structure or composition of any products, samples or prototypes provided by Corning.

The obligations under this Clause shall survive for a period of five (5) years from completion of Delivery.

**17. Governing Law.** These GTC shall in all respects be construed and operate as a French contract in conformity with French law. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply.

**18. Dispute Resolution.** Any dispute between the parties arising from the execution of or in connection with this contract (including any termination thereof) shall first be discussed through friendly negotiations for a period of at least 30 days. If the parties are unable to resolve the dispute amicably, either party may submit the dispute for arbitration to the International Chamber of Commerce whose proceedings shall be conducted in English in accordance with the Rules of Conciliation and Arbitration. The venue of any such proceedings shall be Paris, France. Notwithstanding the preceding sentences of this paragraph, in the event of a dispute resulting from Buyer's refusal to pay Corning's invoice for Products delivered to Buyer, Corning may submit that dispute to a competent court in France. The preceding sentences do not preclude Corning from seeking injunctive relief before a competent court in France.

**19. Miscellaneous.** Unless otherwise confirmed by Corning in writing, these GTC and the Order Confirmation constitute the entire contract between Buyer and Corning with respect to the sale of the Products. No changes to the contract shall be accepted without the written consent of an authorized representative of Buyer and Corning (notwithstanding anything to the contrary in Buyer's PO or supporting documentation). Any additional typed and/or written terms and conditions contained in any documentation exchanged between Corning and Buyer shall be for administrative purposes only, i.e. to identify the types and quantities of

Products to be supplied, line item prices, delivery schedule, and other similar ordering data.

The failure of a Party to enforce a provision, exercise a right or pursue a default of these GTC shall not be considered a waiver. The express waiver of a provision is to be effective only in the specific instance, and as to the specific purpose, for which it was given.

If any provision of these GTC is held invalid or unenforceable, the remaining provisions shall not be affected thereby, and the parties shall in good faith attempt to amend the term to eliminate such invalidity or unenforceability.