

**1. Acceptance.**

No binding contract shall exist or be deemed to exist until Corning SAS (the "Seller") dispatches a written acceptance of Buyer's order. Thereafter no changes to the contract shall be accepted without the written consent of an authorised representative of Buyer and Seller.

**2. Terms of Contract.**

Unless otherwise confirmed by Seller in writing, these General Conditions of Sale shall apply to the contract between us to the exclusion of all other inconsistent terms, conditions and warranties (whether express, statutory or implied) in Buyer's order, request for quotation, or any other supporting documentation. No alteration, variation, deletion, modification, amendment, or addition may be made to these General Conditions of Sale (notwithstanding anything to the contrary in Buyer's order or supporting documentation) unless confirmed in writing by an authorised representative of Seller. Any additional typed and/or written terms and conditions contained in any documentation exchanged between us shall be for administrative purposes only, i.e. to identify the types and quantities of goods to be supplied, line item prices, delivery schedule, and other similar ordering data.

**3. Delivery, title and risks transfer.**

Unless otherwise provided in Seller's acceptance of order, this is an ExWorks delivery, Incoterms® (then current version at the time of purchase order acceptance) (the "Delivery"). The risks associated with the goods, as well as title to the goods, shall be transferred to Buyer upon Delivery.

Delivery dates shall be as agreed between Buyer and Seller and shall be set forth, for information only, by Seller in its written acceptance of Buyer's order Delivery. Without limiting the provisions of Clause 6 below and except for Seller's liability arising from wilful conduct or gross negligence, Seller shall not, in any event, be liable for any damages (direct, consequential, foreseeable or otherwise) for late delivery, nor under any other liability in respect thereof.

**4. Payment terms, payment delays and defaults.**

Unless otherwise agreed, payment shall be made in Euro and shall be due and payable within 30 days after the date of Seller's invoice. Seller shall be entitled to invoice the Buyer on the date of Delivery.

In case of export, the goods are payable by confirmed letter of credit, except if provided differently in the particular conditions. The goods sold to a new customer shall be payable in advance, until Seller has obtained positive information on that buyer's solvency.

Any payment delay or default, as well as any failure to perform any of its obligations by Buyer, may entail the cancellation of all orders, without prejudice to any other claim or remedy.

In case of Buyer's failure to pay any outstanding invoice, all other invoices issued to Buyer shall become immediately payable without any notice.

Without prejudice to any claim or remedy regarding the outstanding amounts, any payment delay shall give rise, without any notice, to (i) the application of interests for late payment, at the rate of three (3) times the legal interest rate, and (ii) to the payment of a lump-sum compensation for recovery costs in the amount of forty (40) Euro.

**Penalty clause.** In the event that Seller has to address to Buyer a formal notice as a result of a delay or failure to pay, the sums owed shall be immediately increased by 15% of their amount by way of damages, not including legal costs and interests.

**Loss of discounts, rebates.** The non-payment of any invoice at its term, and generally any failure to pay, shall lead, without prior formal notice, to immediate cancellation of any discount or rebate agreed and not settled yet by Seller.

**Subrogation.** By way of guarantee for payments owed by Buyer, it is expressly agreed with Buyer that Seller shall be subrogated into the rights of Buyer with respect to all sums or indemnities that could be owed to Buyer for any reason whatsoever, and particularly related to insurances, up to the amount of the price of the goods delivered and unpaid.

**5. Specific Terms for certain product lines.**

5.1 Rough ophthalmic Blanks. In case of manufacture of goods specially required by Buyer, Buyer shall accept the delivery of the quantity manufactured, even if it does not correspond to the quantity ordered, provided that the difference shall not exceed + or - 15%.

5.2 Radiation shielding glass. The Buyer is a professional having full knowledge of the goods and of their use, the Buyer having provided Seller with its specific requirements for lead equivalence. It is the responsibility of the Buyer to ensure that the proposed application of the goods is appropriate and that such application complies with all applicable local and national legislation, standards and other requirements. Consequently, the Buyer expressly accepts the limitation of warranty and limitation of liability provided in clause 6 below.

**6. Warranty, liability.**

a) Seller warrants that the goods manufactured by it and delivered to Buyer pursuant to this contract shall conform to Seller's published specifications or the specifications referenced in Seller's order acknowledgement, as the case may be. Such warranty shall remain in force for a period of ninety (90) days from the Delivery. If the goods manufactured by Seller are in breach of the above warranty ("Non-Conforming Goods"), Seller will, at its option, either replace the Non-Conforming Goods or refund to Buyer the purchase price actually paid to Seller by Buyer for the Non-Conforming Goods. This replacement or refund shall be the sole and exclusive liability and obligation owed by Seller to Buyer on account of delivery of Non-Conforming Goods and will be made only upon return to Seller of the Non-Conforming Goods. No goods may be returned to Seller by Buyer without first obtaining a Return Material Authorisation number from Seller.

b) The foregoing warranty is conditioned on satisfaction of each of the following: (i) all claims regarding Non-Conforming Goods must be made in writing to Seller (with appropriate samples, to the extent available, in such amounts as Seller reasonably requests) not later than ninety (90) days after the Delivery; and (ii) the Non-Conforming Goods shall have been stored and maintained by Buyer in accordance with Seller's written instructions or generally accepted industry practices if Seller has not provided written instructions; and (iii) the Non-Conforming Goods shall not have had alteration performed on them; and (iv) Buyer shall have used the Non-Conforming Goods properly; and (v) if any repair or alteration of the Non-Conforming Goods has been done (whether or not approved by Seller) this is not a cause of the goods being non-conforming.

c) Buyer agrees that it is relying on its own skill and judgement as to suitability of all goods supplied by Seller for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to Seller. Seller disclaims any warranty or responsibility relating to any specification (such as lead equivalence), design made, furnished or specified by Buyer.

- d) Buyer shall defend, indemnify and hold harmless Seller, its officers, directors, employers, shareholders, successors and assigns, from and against any claims, losses, expenses (including attorneys' fees), liability, judgments, penalties, fines, and all other damages (including claims brought or asserted by a third party or Buyer) that arise from or otherwise relate to any damage or injuries suffered or incurred by any individual, including death, and to any property (real, tangible, intangible, or otherwise) that is caused (in whole or in part) by or otherwise attributable (in whole or in part) in any way to any design or specification provided by Buyer, to the improper or negligent use or maintenance of any goods provided by Seller, to the incorporation of any goods provided by Buyer in any module or other assembly designed by Seller where such module or assembly fails to perform as Seller anticipated, or any other event, cause, or circumstance, excluding damages solely and proximately caused by Seller's failure to deliver a good that conforms to its specifications but only if such claim is brought by Buyer against Seller within ninety (90) days after the Delivery and then, in any event, subject to the limitation of liability noted in this clause 6.
- e) Except for Seller's liability arising from wilful conduct or gross negligence, Seller warrants the goods provided by it under this contract only to the extent set forth in this Clause 6. THE WARRANTY PROVIDED ABOVE CONSTITUTES THE SOLE GUARANTEE OR WARRANTY RELATED TO THE GOODS PROVIDED HEREUNDER BY SELLER, AND IS IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL OR IMPLIED), INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR LIABILITY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. Seller's liability to Buyer whether in contract, tort, or under any other legal theory, shall be limited exclusively to the refund of the price actually paid by Buyer for the Non-Conforming Goods, excluding any ancillary costs such as transport costs, storage costs, etc. Seller shall not be liable for special, punitive, consequential or indirect damages that Buyer (or any third party) may suffer, including, without limitation, the loss of capital, use, substitute performance, production, profits, or claims of Buyer or Buyer's customers. Seller makes no warranty against and shall not be liable regarding any damage to goods operated, used or maintained negligently in any manner or otherwise not due to Seller's fault. Seller shall be allowed a reasonable period to investigate any claim for Non-Conforming Goods and shall be given access to Buyer's relevant records and data for this purpose. Seller shall not be liable for any latent defects or any other defects that might appear after the ninety (90) days warranty period referenced above.
- f) In the event that, despite the express limitations and exclusions of liability above, applicable laws impose upon Seller any liability in addition to those expressly undertaken herein, such liability will be limited to the absolute minimum liability level required by such laws.

#### **7. Patent Indemnity.**

Buyer shall indemnify Seller against all damages, penalties, costs and expenses to which Seller may become liable as a result of work done in accordance with specifications or designs provided to Seller by Buyer which involve or are alleged to involve the infringement of any copyright, letters patent, patent rights, trade secrets or registered design or similar rights of a third party.

#### **8. Intellectual Property.**

All rights in the design of the goods and all intellectual property rights existing or coming into existence in relation to the goods are wholly owned by Seller.

#### **9. EXPORT LICENSING.**

THIS OFFER (CONTRACT, ORDER CONFIRMATION) OR FULFILMENT OF CONTRACT IS SUBJECT TO THE PROVISOS: THAT REQUIRED EXPORT LICENSES HAVE BEEN GRANTED OR THAT THERE ARE NO OTHER IMPEDIMENTS ARISING FROM ANY APPLICABLE EXPORT REGULATIONS; AND THAT ANY GOODS 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.

#### **10. Contract Suspension.**

If Buyer is in default of any material provision of this contract (including the failure to make any payment when due or a failing to purchase the agreed upon commitments of goods), and such default is not cured within thirty (30) days after written notice is provided by Seller, then Seller may at its option suspend its performance under this contract until Buyer cures the default. The rights granted under this Clause are in addition to any other rights, claims or damages that Seller may have at law.

#### **11. Force Majeure.**

If the performance of this contract or of any obligation hereunder, other than the payment of any money, is prevented, restricted or interfered with by reason of any act of God, civil disorder, industrial dispute, governmental act (including by statute, rule, regulation, order or requisition), war, or any other cause not within the control of a party hereto, then the party so affected, upon giving 90-days advance written notice to the other party, shall be entitled to terminate this contract.

#### **12. Confidentiality.**

Buyer and Seller each agree that 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. The obligations under this Clause shall survive the termination of this contract for any cause whatsoever.

#### **13. Tools.**

Tools designed for manufacturing goods specifically requested by the Buyer are and shall remain Seller's property even if a contribution to the cost of creating these tools has been paid by Buyer. For any survey of a product or tool made by Seller at Buyer's request and not followed by an order, corresponding costs (workmanship, raw materials, trials, etc.) shall be invoiced to Buyer to whom an estimate shall have been submitted beforehand.

#### **14. Governing Law, jurisdiction.**

This contract shall in all respects be construed and operate as a French contract in conformity with French law. In case of dispute, such dispute shall be submitted to Paris Commercial Court.

#### **15. Miscellaneous.**

This contract is not assignable by either party without the prior written consent of the other except in the circumstance of a sale or transfer of the business operations to which this

contract primarily relates. Either party may cancel the whole or any part of this contract in the event of insolvency, bankruptcy, reorganisation, or liquidation proceedings involving the other. In the event that either party fails to perform any term herein and the other party does not enforce that term, the other party has not thereby waived its rights to do so in the future. Buyer agrees to pay or reimburse Seller for any VAT, sales, use or similar taxes (including interest and penalties, but excluding tax on Seller's net income) arising from the sale of goods hereunder. If any provision of this contract is held invalid or unenforceable, the remaining provisions shall not be affected thereby, and the parties shall in good faith attempt to amend this contract to eliminate such invalidity or unenforceability. The terms and conditions set forth herein constitutes the entire agreement between us with respect to the sale of the goods. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply to this contract.

The effective date of the present General Conditions of Sale is February 15, 2013. They cancel and supersede any previous general conditions that may appear on our documents.