

GENERAL TERMS AND CONDITIONS OF BUSINESS

1 Applicability

- (1) The following General Terms of Business shall apply for business dealings with persons other than consumers. Any other terms shall only apply if expressly approved by us in writing.
- (2) These terms shall also apply for future dealings with the Purchaser to the extent that these are legal transactions of a related nature and we have not expressly stipulated or acknowledged otherwise in writing.

2 Handling of our products

- (1) To the extent that our products are intended by the Purchaser for resale for commercial purposes, they may only be sold at the location to which they were delivered. The Purchaser is not allowed to distribute them through the Internet or other unauthorised channels. The Purchaser shall be allowed to distribute our products through other shops, opticians or optical shops including those belonging to the Purchaser only after our written approval.
- (2) The Purchaser shall be under an obligation to protect all copyrights, patent and trademark rights we are entitled to. It may neither produce or have produced copies of our products nor may it distribute such copies.

3 Payment, set-off and retention rights

- (1) Unless agreed otherwise, all invoices shall be payable immediately without discount.
- (2) The Purchaser shall only be entitled to set-off if its counterclaims have been determined res judicata or are uncontested. The Purchaser shall be entitled to exercise a right of retention only to the extent that its counterclaim is based on the same contractual relationship.

4 Delivery in instalments

- (1) We may deliver products in instalments if this is commercially reasonable for the Purchaser. Rescission by the Purchaser of the entire contract for partial default or partial impossibility shall only be admissible if the partial performance rendered is provably of no interest for the Purchaser.
- (2) Also with respect to agreed deadlines and dates, we shall not be responsible for delays in delivery and performance due to force majeure. Events of force majeure shall notably be war, riot, intervention by higher authority, measures in the context of labour disputes, strike or lockout, shortage of raw materials or energy and inevitable disturbances of transport, such as power outage, fire, ingress of water or weather conditions affecting transport. This shall also apply if the aforementioned conditions occur at vendors of ours or if we are not supplied by them without fault, despite contracts that would have covered the demand arisen due to the agreement with the Purchaser. In this event we shall be entitled to postpone delivery or performance by the duration of such disruption plus a reasonable start-up period or to rescind the contract because of the part that has not been performed, either in its entirety or in part. In the event that we rescind the contract either in its entirety or in part because of events of force majeure, we undertake to inform the Purchaser immediately of the fact that such performance is not available and reimburse any remuneration already paid.

5 Prices and shipping costs

- (1) Unless agreed otherwise in writing, our prices shall be ex works plus any value-added tax incurring at the applicable rate.
- (2) Shipping costs shall be borne by the Purchaser. In the event of delivery in instalments, the Purchaser shall be obliged to pay shipping costs only once.
- (3) Unless a fixed price was agreed, we reserve the right to make adequate price adjustments due to changed salaries, material and distribution costs with respect to deliveries whose delivery time was specified by us to amount to 4 months or more after conclusion of the contract.

6 Transfer of risk at shipment

If the goods are shipped to the Purchaser at its request, the risk of accidental loss or accidental deterioration of the goods shall pass to

the Purchaser upon dispatch, at the latest when the goods leave the facility/storage. This shall apply regardless of whether the goods are shipped from the place of performance or who bears the freight costs.

§ 7 Warranty and notification of defects

- (1) A prerequisite for the assertion of warranty claims is that the Purchaser has duly complied with its investigation and notification obligations pursuant to Sec. 377 of the German Commercial Code (Handelsgesetzbuch HGB)
- (2) The statute of limitations with respect to warranty rights in the event of sale of the goods shall amount to one year.
- (3) If the delivery item is defective or becomes defective within the agreed limitation period due to defects of workmanship or material, we shall at our option either deliver a replacement or rectify the relevant defect(s). Two attempts of subsequent performance are normally deemed acceptable for the Purchaser. If rectification or substitute delivery after setting of a reasonable deadline fail, the Purchaser may demand at its option, subject to the statutory prerequisites being met, that either the purchase price be reduced or the contract be rescinded.
- (4) If the Purchaser demands replacement or rescinds the contract, it shall determine defectiveness of the goods together with us in a meeting prior to delivery of defect-free goods or, in the event of rescission, prior to rescinding the purchase agreement.
- (5) Rights of recourse of the Purchaser against us shall only exist to the extent that the Purchaser has not made any agreements with its customer in excess of the mandatory statutory warranty claims.

8 Liability, damage compensation

- (1) We shall be liable without restrictions for damage from injuries to the life, limb or health due to a negligent breach of duty on our part and for damage due to intentional or grossly negligent breach of duty on our part.
- (2) In the event of slight negligence, we shall be liable only for claims based on Sec. 311 Para. 2 of the German Civil Code (Bürgerliches Gesetzbuch) and if we have violated a material contractual obligation (cardinal obligation). In the event of violation of a material contractual obligation, we shall only be liable for the typically foreseeable damage.
- (3) The foregoing liability provisions shall also apply for our vicarious agents (Erfüllungs- und Verrichtungsgehilfen).

9 Retention of title

- (1) The goods shall remain our property until paid in full.
- (2) To the extent that we are entitled to recover goods with title reserved, the Purchaser grants us and our obliges the irrevocable right to enter its business premises at ordinary business hours, if necessary with vehicles, in order to collect the goods with title reserved.
- (3) In the event that the Purchaser is a qualified merchant (Kaufmann), the reservation of title applies also for balance claims and for all claims we may be entitled to, at present or in the future, against the Purchaser or any of its affiliates for whatever reason.
- (4) At the Purchaser's request and at our option we shall release any security provided on the basis of the retention of title to the extent that the value of such security exceeds the claims by more than 20%.

10 Applicable law, jurisdiction, severability

- (1) The laws of the Federal Republic of Germany shall apply exclusively. The United Nations Convention on the International Sale of Goods (UNCISG) of 11 April 1980, the Uniform Sales Code and the German Uniform Code on the Formation of Contracts for the international Sale of Movable goods (Einheitliches Kaufabschlussgesetz – EKAG) shall not apply.
- (2) Stuttgart shall be the place of performance and the exclusive place of jurisdiction for any disputes arising from contracts with merchants based on these General Terms and Conditions of Business.
- (3) Should any individual provision(s) of these General Terms and Conditions of Business be void or invalid, the remaining provisions shall not be affected thereby.