

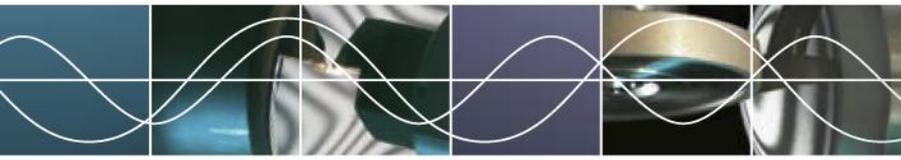
SCHNEIDER
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General Terms and Conditions of Sale

of

SCHNEIDER OPTICAL MACHINES DO BRASIL LTDA.

(hereinafter referred to as “SCHNEIDER”)



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1. General – Scope of Application

- 1.1 These general terms and conditions of sale of SCHNEIDER, as amended, shall apply to all current and future orders placed by domestic or foreign customers (each, a “**Customer**,” and, collectively, “**Customers**”) with SCHNEIDER, unless SCHNEIDER expressly and in writing agrees to alternate terms. Any additional terms or subsequent changes shall not be binding on SCHNEIDER unless acknowledged by SCHNEIDER in writing. Written acknowledgment by SCHNEIDER is also required for any elimination of the written form requirement. Customer’s acceptance of deliveries and services shall constitute acceptance of these general terms and conditions of sale.
- 1.2 Customer’s terms and conditions of purchase shall only be binding on SCHNEIDER if expressly acknowledged by SCHNEIDER in writing. The same applies to any other general terms and conditions of Customer.
- 1.3 The Incoterms 2010 shall apply, in addition to these general terms and conditions, to the orders placed by foreign customers, as well as those placed by domestic customers, to the extent applicable.

2. Quotations – Quotation Documents

- 2.1 Unless otherwise set forth in SCHNEIDER’s quotation, SCHNEIDER’s quotation shall be open for a period of six weeks.
- 2.2 SCHNEIDER shall be entitled to accept orders placed by Customer within the referred period of six weeks. In the event that Customer fails to place any orders within said period, SCHNEIDER will be entitled to present a new quotation, upon Customer’s request, with different prices and delivery schedules, at SCHNEIDER’s sole discretion.
- 2.3 Occasionally, SCHNEIDER shall be entitled to clarify the basic conditions of an order thereby extending the above-mentioned time period, provided that Customer has previously been notified in writing about such extension. Any order clarification shall not take longer than three months.
- 2.4 All intellectual property rights (including, without limitations, copyrights) with respect to images, drawings, calculations and other documents shall remain the sole property of SCHNEIDER. This shall also apply to written documents which are marked “confidential”. Customer may not disclose said documents to third parties without SCHNEIDER’s express prior written consent. At SCHNEIDER’s request, Customer shall return those documents to SCHNEIDER.



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2.5 Unless otherwise expressly agreed, the specifications of the Goods and Services, and their potential use, including without limitation, any equipment, accessories, and attachments (including replacements thereof or spare or replacement parts thereof), any processes or know-how (whether patentable or otherwise) and software (hereinafter referred to as “**Goods**”), as well as any installation, repair, maintenance and instructional services (hereinafter referred to as “**Services**”), delivered by SCHNEIDER are exclusively identified in the text or images (e.g., descriptions, images or drawings) of the catalogues, brochures and other publications issued by SCHNEIDER. The descriptions provided in this respect contain approximate values of performance datas in line with industry standards. Information from other manufacturers shall not be binding. SCHNEIDER reserves the right to change, at any time, the technical concept on which the quotation is based, provided that the performance and quality of the Goods and Services offered will not be impaired by such change.

3. **Scope of Performance**

- 3.1 The delivery commitment includes the items of delivery, such as the materials, goods and/or products and performance confirmed by SCHNEIDER in writing. If the Goods and/or Services are to serve special Customer purposes, such special purposes, as well as the requirements that the Goods and/or Services have to meet, must be expressly and thoroughly specified in Customer’s order and confirmed by SCHNEIDER.
- 3.2 In the event of CIF (Cost Insurance and Freight – Incoterms 2010) deliveries, charges levied in the port of destination for unloading, lighterage and landing, as well as port and quay dues, are not included in the price.
- 3.3 Any taxes, custom charges, tariffs, fees or other levies, duties, governmental charges or surcharges now or hereafter imposed under any present or future law outside the Federal Republic of Brazil in connection with the production, sale, delivery, use or proceeds of the Goods, shall be payable by Customer, and if such taxes or fees are paid or are required to be paid by SCHNEIDER, the amount thereof shall be added to and become part of the price payable by Customer hereunder. If the parties agree that delivery shall include customs or other duties, the price given is based on the rates effective at the time of the offer. In the event that the actual costs surpass those informed at the time of the offer, Customer shall pay for the actual costs, which shall be added to the price informed at the time of the order confirmation. Any applicable taxes shall be charged additionally, as provided in item 4.1 below.



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- 3.4 SCHNEIDER shall only be obliged to comply with foreign packaging and weighing instructions and customs regulations, if Customer provides SCHNEIDER timely with proper instructions. Any additional costs incurred in connection with the foregoing shall be borne by Customer.

4. Prices

- 4.1 Unless otherwise expressly specified, all prices are net prices and do not include any applicable taxes. All applicable taxes shall be paid by Customer at the applicable statutory rate, which will be discriminated in the invoice(s). All prices are Ex Works (Incoterms 2010) respective SCHNEIDER's premises in the City of Rio de Janeiro, at the address provided in the order confirmation, and include loading at SCHNEIDER's premises, but exclude packaging, transport and unloading. Unless otherwise specified, all prices are in Brazilian Reais.

- 4.2 SCHNEIDER reserves the right to adjust the prices if the basis for the price calculation changes, including currency exchange rates, when applicable.

- 4.3 Agreements regarding price discounts have to be made in writing.

Any discounts granted to Customer shall be cancelled in the event that (i) Customer defaults on any payments owed to SCHNEIDER, or (ii) bankruptcy proceedings against Customer are initiated.

5. Terms of Payment

- 5.1 Payments have to be made in Brazilian Reais with postage and charges paid. Payment shall be carried out in accordance with the terms provided in the order confirmation, by direct wire transfer or to the account by SCHNEIDER, as specified in the order confirmation, when applicable. Checks will not be considered payment until they have been honored and will be accepted without any obligation for timely presentation and timely protest.

- 5.2 Customer may only offset against eventual counterclaims if the counterclaims are uncontested or have become legally binding and non-appealable by SCHNEIDER.



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- 5.3 In the event of a default in payment, SCHNEIDER shall be entitled to:
- 5.3.1 Request immediate payment of all claims arising from this or any other transaction, even those which have not yet become due;
 - 5.3.2 Delay deliveries or other performances under this or any other order until all of SCHNEIDER's outstanding claims arising from this or any other orders have been satisfied in full by Customer;
 - 5.3.3 Demand appropriate security;
 - 5.3.4 Reclaim the Goods subject to retention of title or claim any other security interest granted by Customer. If the Goods, due to lapse of time, are no longer usable or fully usable, SCHNEIDER shall have the right to be compensated for the loss and damages
- 5.4 If, subsequent to the signing of the contract, SCHNEIDER becomes aware of facts evidencing a material deterioration of Customer's financial condition, which, in SCHNEIDER's discretion could threaten SCHNEIDER's claim for consideration (including, but not limited to, a petition in bankruptcy), SCHNEIDER shall up to the time of its performance be entitled to (i) demand sufficient security or (ii) condition delivery upon concurrent payment of the full purchase price. If Customer does not timely comply with such request, SCHNEIDER may rescind the contract and claim damages. In this situation, SCHNEIDER shall be entitled to render all amounts - including deferred payments - immediately due for payment.

6. Delivery Times, Delay, Force Majeure

- 6.1 Delivery dates shall only be binding if confirmed by SCHNEIDER in writing.
- 6.2 Compliance with delivery dates shall be subject to a complete clarification of the order and of all technical and commercial issues, grant of all permits and timely receipt by SCHNEIDER of all documents, payments and securities to be provided by Customer. The foregoing shall not apply if SCHNEIDER is responsible for the delay. Delivery periods shall be reasonably extended if the above mentioned Customer obligations have not been timely fulfilled. The delivery dates shall be deemed complied with if, on the last day of the delivery period, the Goods have left SCHNEIDER's premises or Customer has been notified that the Goods are ready for dispatch, or if, without SCHNEIDER's fault, the Goods cannot be shipped on time.



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- 6.3 Unforeseeable, exceptional events for which SCHNEIDER cannot be held responsible (e.g., labor disputes, strikes or similar actions by customer official's, interruptions of operations, governmental actions, transportation issues or other events of force majeure) regardless of whether these events occur at SCHNEIDER or at one of its suppliers, shall release SCHNEIDER from its obligations under the respective contract; however, if these obstacles are of a temporary nature, SCHNEIDER shall only be released for the duration of the hindrance plus a reasonable start-up period. SCHNEIDER will notify Customer, as early as possible, of the commencement and termination of such events. If, as a result of such events, delivery subsequently becomes impossible or unreasonable for one of the parties, both parties shall be entitled to rescind the contract, in which case no damages or penalties shall be due by any of the parties to the other party.
- 6.4 Customer shall bear any additional costs resulting from an interruption of, or a delay in, SCHNEIDER's performance which is caused by Customer. The same shall apply in the event that Customer is in default of acceptance.
- 6.5 If shipment is delayed due to reasons for which SCHNEIDER cannot be held responsible, SCHNEIDER may store the Goods at Customer's risk and expense. In addition, SCHNEIDER shall be entitled to purchase insurance against storage risks at Customer's expense.
- 6.6 If Customer is responsible for providing the means of transportation for delivery but fails to do so at the scheduled time, SCHNEIDER shall be released from its delivery obligation by storing and insuring the Goods at Customer's expense and risk. The forwarder's certificate of receipt shall be deemed proof of delivery in accordance with the contract.

7. Passing of Risk, Insurance

- 7.1 Unless otherwise specified in the order confirmation, the parties agree to delivery "Ex Works" (Incoterms 2010). In case delivery occurs due to warranty claims of the Customer, the parties agree to delivery "Delivered at Place" (Incoterms 2010). In case delivery occurs because SCHNEIDER is unable to provide commissioning, as agreed in and according to the order confirmation, the Parties agree that any delivery of any substitute hereto occurs "Delivered Duty Paid" (Incoterms 2010). In any case the risk of accidental damages or loss shall pass to Customer once the Goods are ready for dispatch at SCHNEIDER's premises.



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7.2 At Customer's request and expense, SCHNEIDER will purchase cargo insurance to cover transportation risks.

8. Liability for Defects

8.1 SCHNEIDER warrants that, at the time when the risk passes to Customer, the Goods will conform to the agreed specifications. However, SCHNEIDER's liability for defects is subject to compliance with the operational conditions and guarantee requirements specified by SCHNEIDER which require, among other things, the following: (i) compliance with the operation requirements of the Goods which are set forth in SCHNEIDER's service manuals, operating instructions and product descriptions (collectively, "**SCHNEIDER's Manuals**"); (ii) exclusive operation of the Goods by trained operators and engineers; (iii) strict adherence to the machine specific environment conditions defined by SCHNEIDER and applicable to the Goods; (iv) strict and regular maintenance of the Goods by specifically trained personnel in accordance with SCHNEIDER's Manuals; (v) immediate replacement of all worn and defective parts; and (vi) protection of the Goods against viruses and unauthorized access by third parties. System failures and crashes are not covered by the warranty unless they are caused by the Goods or their component parts. With respect to ophthalmic Goods, SCHNEIDER shall only be liable for defects if Customer exclusively uses spare parts, tools, supplies and consumables provided or recommended by SCHNEIDER, if Customer provides correct specifications and data, in particular with respect to the casting of the glasses, the tongs, the tool dimensions and the process parameters, and if a change of tools is made in accordance with SCHNEIDER's specifications.

8.2 As a precondition to any warranty claim, Customer has to properly comply with its duty to inspect the Goods and give notice of any defect 10 days after becoming aware of any defect.

If a legitimate defect exists, Customer's only remedy at first shall be, at SCHNEIDER's discretion, the delivery of new Goods by SCHNEIDER (requiring the return of the rejected Goods) or the repair of the defective Goods.

8.3 Customer must provide SCHNEIDER with (at Customer's reasonable discretion) sufficient time and opportunity to repair the defective Goods. If Customer does not comply with the foregoing, SCHNEIDER shall be released from its duty to repair the defective Goods.



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9. Liability for Damages

- 9.1 In any event SCHNEIDER's liability shall be limited to the amount of the purchase price of the Goods.
- 9.2 Liability shall be limited to damages that are typical for this type of contract and that were foreseeable for SCHNEIDER at the time the contract was executed based on the circumstances then known to SCHNEIDER.
- 9.3 Any further liability shall be excluded regardless on which theory of law it is based. In particular, SCHNEIDER shall not be liable for lack of economic success, lost profits, indirect damages, consequential damages and damages resulting from third party claims.
- 9.4 The above-mentioned liability limitations shall also apply to claims for reimbursement of futile expenses.

10. Limitation of Action

The time period for Customer to claim for repair of defective Goods, replacement of said Goods or reimbursement of the purchase price becomes time-barred after 12 months.

11. Inspection and Acceptance

- 11.1 Inspections in the presence of Customer or its representative and special inspections are subject to prior agreement between the parties; SCHNEIDER shall be entitled to invoice Customer for the inspection costs.
- 11.2 If the Goods are to undergo an acceptance test, such test, as a rule, shall be performed at SCHNEIDER's premises. Subject to SCHNEIDER's written consent, acceptance may, in individual cases, take place at Customer's premises. Customer shall be deemed to have accepted the Goods if Customer has not raised legitimate objections by the end of the acceptance test.
- 11.3 The Goods shall be deemed accepted if Customer waives an agreed acceptance test or if the test is completed in the absence of Customer even though Customer was duly notified.



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- 11.4 If the tests are delayed due to reasons for which SCHNEIDER cannot be held responsible, any additional costs incurred due to such delay shall be borne by Customer.

12. Retention of Title

- 12.1 All Goods delivered to the Customer shall remain the property of SCHNEIDER until the purchase price and all other ancillary claims have been fully paid. When checks are accepted, they will not be considered payment until they have been honored. The ancillary claims include, in particular, costs for packaging, freight, insurance, bank charges, charges incurred when reminding Customer that payment is past due, attorneys' fees, court fees and other costs and expenses.
- 12.2 The contract shall contain express information on (i) the total amount of the debt (the purchase price plus the ancillary claims), or an estimate thereof, (ii) the term of payment, (iii) the applicable interest rate, if any, and (iv) a full description of the Goods that are being transferred.
- 12.3 The Customer shall register the contract at the Registry of Deeds and Documents of his domicile within ten (10) days of the execution of the contract. If the Customer fails to comply with such obligation, SCHNEIDER will be entitled to register the contract at the Customer's expense, who will also be liable for any damages caused by the delay of the registry.
- 12.4 The Goods will only be delivered to the Customer subsequent to the registry of the contract, as provided under Clause 12.3.
- 12.5 Prior to the maturity of the debt, the Customer may, at his own expense and risk, use the Goods in accordance with their commercial purpose, provided that the Customer takes the necessary care required by the nature of the Goods and delivers the Goods to SCHNEIDER, in good condition, in the event that the debt is not paid on maturity.
- 12.6 In the event that the Customer fails to deliver the Goods to SCHNEIDER upon the payment default of the purchase price at the maturity date, the Customer will be liable for the payment of a penalty fee of 5 % of the value of the Goods for each day of delay, independent of any notice.
- 12.7 The Customer shall remain liable for the outstanding balance of the debt in the event that the proceeds of the sale of the Goods are insufficient for the discharge of Customer's debt (purchase price and ancillary claims).



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12.8 In case delivery is made to a country whose jurisdiction does not recognize a right to retention of title as set forth in art. 12.1 to 12.8 herein and/or whose jurisdiction requires compliance with further requirements in order to give effect to a retention of title right or to achieve a comparable protection for SCHNEIDER to assure delivery and secure prompt payment of the purchase price, Customer shall render its best efforts and execute any instrument or document and perform all other acts which are necessary or appropriate to comply with such requirements. Furthermore, SCHNEIDER and its affiliates, successors and assigns are hereby given a power of attorney to sign and file all necessary statements on behalf of Customer to achieve the aforementioned protection. SCHNEIDER and its affiliates, successors and assigns may authorize any third party to do such acts on their behalf as they are authorized to do under this provision.

13. Intellectual Property Rights

13.1 Unless otherwise agreed, SCHNEIDER's obligation to deliver Goods free of third parties' intellectual property rights, including, without limitations, copyrights, ("**Intellectual Property Rights**") is limited to the country to which the Goods are delivered. If a third party legitimately asserts claims against Customer based on infringement of Intellectual Property Rights by Goods delivered by SCHNEIDER and used by Customer in accordance with the contract, then SCHNEIDER, provided that such claims are not time-barred pursuant to art. 10, shall either

13.1.1 obtain for Customer the right to use the Goods, or

13.1.2 modify the Goods in such a way that the infringement is eliminated, or

13.1.3 replace the Goods with another item of corresponding quality and efficiency which does not infringe any Intellectual Property Rights, or

13.1.4 take back the Goods and return the purchase price minus a reasonable deduction for interim use.

13.2 The above-mentioned obligations of SCHNEIDER shall only exist on the condition that Customer immediately notifies SCHNEIDER in writing of the asserted third party claims, that Customer does not acknowledge an infringement and that the defence of such claims and any settlement negotiations are reserved to SCHNEIDER. If Customer discontinues the use of the Goods to mitigate damages or for other important reasons, Customer must inform the third party that the discontinuance is not an acknowledgment of any Intellectual Property Rights infringement.



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- 13.3 Customer shall not be entitled to any claims if Customer is responsible for the infringement of the Intellectual Property Rights. This is, among other things, the case when third party Intellectual Property Rights are infringed by Goods manufactured in accordance with special specifications, drawings, designs or other information provided by Customer, or if Customer has made changes to the Goods, installed additional devices or combined the Goods with other equipment or devices thereby infringing third party Intellectual Property Rights. Moreover, in such cases Customer must indemnify SCHNEIDER against third party claims.
- 13.4 Customer shall have no further claims based on a third party Intellectual Property Rights infringement.
- 13.5 Customer shall not be entitled to use Intellectual Property Rights that are at SCHNEIDER's disposal and concern the combination of the Goods with other items.

14. Software

- 14.1 Customer shall only be entitled to use the installed software to the extent it is necessary to use the Goods. Such right to use the software shall not be exclusive and shall be limited to the Goods.
- 14.2 Customer shall be entitled to transfer the right to use the software, subject to the limitations described above, to subsequent owners or lessees of the Goods.
- 14.3 SCHNEIDER reserves all Intellectual Property Rights to the software, even if such software was specifically developed for Customer.
- 14.4 Unless otherwise agreed in writing, SCHNEIDER shall not be obliged to provide Customer with updated versions of the installed software.

15. Withdrawal

- 15.1 SCHNEIDER shall be entitled to withdraw from the contract if performance of its obligations under the contract becomes impossible or excessively burdensome due to reasons for which SCHNEIDER cannot be held responsible. Moreover, SCHNEIDER shall be entitled to withdraw from the contract if due to events which could not have been foreseen when the contract was executed, the conditions that formed the basis of the contract fundamentally change so that it is no longer reasonable for SCHNEIDER to



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comply with the contract.

- 15.2 In the aforementioned cases SCHNEIDER shall be entitled to demand reimbursement of all necessary expenses incurred in connection with the order, unless the items produced for the order can otherwise be utilized or sold at the same value within a reasonable period of time.

16. Venue, Place of Performance, General Provisions

- 16.1 Place of performance for all obligations shall be SCHNEIDER's place of business.
- 16.2 The courts located at SCHNEIDER registered seat in Rio de Janeiro shall have exclusive jurisdiction for all disputes. However, SCHNEIDER shall also be entitled to bring an action against Customer in any jurisdiction allowed by law.
- 16.3 The relationship between SCHNEIDER and Customer shall be subject to Brazilian law.
- 16.4 If any term or provision hereunder is invalid or unenforceable or later becomes invalid, the remainder of these terms and conditions shall not be affected thereby. An invalid or unenforceable provision is deemed to be replaced by a valid provision which corresponds as closely as possible to the intended economic purpose of the parties. The same shall apply to any gaps in the contract.