

General Terms and Conditions of Purchase

1. Exclusive Validity, Binding Nature

1.1 These General Terms and Conditions of Purchase apply to every contract concluded verbally, in writing or by tacit agreement between ZIEMER Ophthalmic Systems AG ("ZIEMER") and its suppliers, the manufacturers of goods as well as service providers (hereafter referred to in general as the "Supplier"). They apply accordingly in any event, independently of the type of contract concluded, unless agreed otherwise in writing. Terms and conditions of the supplier to the contrary are expressly concluded.

1.2 By submitting an offer, on confirmation of order or through acceptance or execution of an order, the supplier is accepting these General Terms and Conditions of Purchase insofar as ZIEMER has informed the supplier otherwise to this effect in connection with an invitation to tender, an enquiry or an order.

1.3 The order number, reference and date of the letter from ZIEMER must be quoted on all correspondence, including invoices.

2. Offer

All offers are non-binding and free of charge for ZIEMER even if these have been submitted in response to a request. In its offer the supplier must abide by the enquiry or invitation to tender in respect of the quantity, composition, duration and execution and make express reference to any deviations. It is bound to its offer for 90 days. The order must be submitted in writing.

3. Orders

3.1 Orders and requests are only valid if these have been submitted or confirmed in writing by ZIEMER, or by a company acting on behalf of ZIEMER within the scope of its authority.

3.2 Orders must be confirmed in writing immediately by the supplier. ZIEMER reserves the right to withdraw the order if the confirmation is not received within the period stated on the order.

3.3 If the supplier deviates from the order in its letter of confirmation it is obligated to notify ZIEMER immediately to this effect. If ZIEMER does not give its express consent to these deviations then the order submitted by ZIEMER is definitive.

3.4 ZIEMER has the right at any time to instruct that changes be made to the service or scope of service rendered by the supplier. The supplier must inform ZIEMER in writing of the consequences of the change (costs, deadlines, quality, availability). The implementation of the change requires the prior written consent of ZIEMER.

3.5 If the supplier implements changes these shall require the prior consent of ZIEMER.

4. Delivery Date and Terms

4.1 Delivery note and invoice must contain order number, order item, item description and quantity details. In addition, where applicable, the number of containers, serial numbers (also as barcodes at the request of ZIEMER), customs tariff numbers, certificate of origin and date codes must be stated on delivery notes. If documents such as delivery note and/or the required details are missing the goods will be stored at the supplier's costs and risk until these documents have been received.

4.2 Agreed deadlines and periods of notice are binding as fixed deadlines.

4.3 The delivery is due at the place of destination on the agreed delivery date. Receipt at the consignment location or place of use specified by ZIEMER (the delivery address or place of installation or use specified in the customer order (DDP, Inco Terms 2010) during the specified times for the receipt of goods) and/or the successful acceptance on time are definitive for determining adherence to the delivery date or delivery period.

4.6 The supplier shall also provide all those goods and services which are required in order to fulfil the requirements of ZIEMER for normal use. The supplier must supply state-of-the-art products, even if this is not expressly requested in the customer order.

5. Materials Supplied

5.1 Materials supplied by ZIEMER, such as tools, test equipment, materials and the like remain the property of ZIEMER and must essentially be stored separately, labelled, administered and insured at the supplier's costs. These items may only be used for ZIEMER orders. In the event of a value impairment, damage or loss, the supplier is required to pay compensation. The supplier will check the functionality of the materials supplied immediately on receipt and confirm the proper receipt of these items in writing or by fax within 5 working days. Following completion of the order or the end of the cooperation arrangement the materials supplied must be returned to ZIEMER in proper packaging at the supplier's costs without the need for a special request, unless ZIEMER has agreed to use elsewhere in writing or these items have been consumed in accordance with the provisions.

6. Subcontracting

6.1 If the supplier intends to have parts of the order performed by third parties, the written consent of ZIEMER must be obtained properly in advance. The names of the proposed subcontractors must be notified to ZIEMER on request.

6.2 At the request of ZIEMER the supplier must provide documentary proof that it has paid in full for the work carried out by the subcontractor, or that corresponding sureties have been lodged. Otherwise ZIEMER shall be entitled to withhold the corresponding payments to the suppliers.

6.3 The same terms and conditions that apply to the supplier also apply to the goods/services supplied/rendered by subcontractors. The subcontracting does not affect the supplier's responsibility for the entire performance of the order. The supplier has the same level of liability for the individual services procured from subcontractors as it has for his own services. An obligation must be obtained from the subcontractor to observe the same level of confidentiality to which the supplier is obligated.

6.4 Traceability

The supplier gives an undertaking to ensure the traceability of its supplied products. If an error is identified the traceability and isolation of the damaged parts / products / batches must be guaranteed.

7. Acceptance

7.1 The supplier's service is deemed to have been accepted if ZIEMER declares that the services have been rendered in accordance

with the terms of the contract. This includes the documentation in each case.

7.2 The acceptance/quality inspection is carried out in accordance with the requirements/specifications of ZIEMER and will be documented in the form of an acceptance report.

8. Documents, Attestations, Certificates

8.1 In accordance with ZIEMER's requirements, documentation must be produced to include the necessary maintenance and operating instructions, attestations, certificates as well as any other documents required for use in accordance with the contract, and handed over to ZIEMER no later than on acceptance.

8.2 This documentation forms part of the supplier's contractual performance and is therefore a prerequisite for payment by ZIEMER. No additional costs can be billed for this documentation.

9. Prices

9.1 The price stated in the offer is deemed to be a fixed price, excluding Value Added Tax and includes all ancillary payments. Any Value Added Tax must be shown separately.

9.2 Unless agreed otherwise in writing no compensation for inflation is payable after the order has been issued.

9.3 Additional costs will only be accepted following prior written agreement and a corresponding additional order from ZIEMER or from a company acting on behalf of ZIEMER within the scope of its authority.

10. Due Date and Payment Methods

10.1 Unless agreed otherwise in writing, payment is made within 45 days following receipt of the invoice, no earlier however than on acceptance of the service delivery or after quality control has been carried out on the service delivery.

11. Service Delivery and Consequences of Delay

11.1 The agreed deadlines are binding. The delivery period commences on the date of receipt of the written order by the supplier. If a date is agreed for the service delivery then the services of the supplier will be due on this date/these dates. On expiry of the delivery period the supplier is deemed to be overdue with delivery; no letter of reminder is required.

11.2 If the supplier has to assume that the goods/service cannot be rendered on time, in whole or in part, then it must report this in writing immediately, giving the reasons for and the anticipated duration of the delay.

11.3 The supplier is obligated to reimburse ZIEMER for all direct and indirect losses arising from delay unless the delay has been caused by ZIEMER. An acceptance of the delayed delivery does not constitute a decision to waive any further claims.

11.4 If a contractual penalty has been agreed for delayed performance then this replaces the statutory liability for loss arising from delay, unless the loss exceeds the contractual penalty. Unless agreed otherwise in the contract the contractual penalty will be 1% for each week of delay after the start of the delay, however not exceeding 10% of the value of the delayed delivery in total. The delivery costs must also be paid in the event of a delay in

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delivery. If the supplier is overdue with a part delivery then the rates of the contractual penalty are calculated on the basis of the price of the delivery unit to be supplied by it in total in respect of which the commissioning or further processing is impaired by the delay in the part delivery. If the amount of the direct and indirect loss incurred by ZIEMER as a result of delay exceeds the contractual penalty then the supplier must pay the additional amount in accordance with the statutory provisions on compensation, unless it is proven that the loss has been caused by ZIEMER.

12. Packaging, Despatch

12.1 Goods are packaged by the supplier professionally and in accordance with the applicable international transport guidelines. If removal of the packaging requires special care, the attention of ZIEMER must be drawn to this fact. All components of the delivery must be labelled clearly and durably/permanently (customer order no., item no., product description).

12.2 In the absence of any mutual agreement the latest INCOTERMS shall apply respectively.

13. Transfer of Risk / Insurance

13.1 Unless agreed otherwise in writing, use and risk pass to ZIEMER on the transfer of ownership of the delivery, i.e. on its arrival at the place of destination.

13.2 If the supplier is obligated to render services then use and risk pass to ZIEMER on acceptance of the work.

13.3 If the required transport documents are not supplied for a delivery as per the conditions, the consignment will be stored at the supplier's account and risk until these documents are received.

13.4 The supplier is obligated to conclude liability insurance with a minimum sum insured of CHF 1,000,000.00 per loss event for personal injury as well as for damage to property and financial loss caused by it or its employees. ZIEMER is entitled to demand proof of this insurance cover at any time.

14. Warranty

14.1 The supplier is obligated to render the service delivery professionally and in adherence to all the required safety precautions.

14.2 If official licenses are required for rendering the service then these must be obtained or secured by the supplier at its own costs in the absence of any agreements in writing to the contrary. The supplier is also liable for the service being rendered in accordance with the statutory provisions, including in particular the health and safety at work regulations and the recognised safety regulations.

14.3 The supplier guarantees that the services rendered by it contain the assured properties and comply with the applicable laws and regulations. If the agreed scope of service includes certificates, test reports and similar documents then the information specified in these documents is deemed to have been assured.

14.4 ZIEMER is released from the obligation under Art. 201 OR (Swiss Code of Obligations) to carry out immediate inspections and submit

immediate defect reports. The supplier waives the objection to late defect reports and ZIEMER is permitted to file defect reports throughout the entire warranty period.

14.5 The warranty period is 24 months from delivery. This period commences anew with the delivery of replaced or repaired parts. The warranty includes actual or legal defects in the items as well as the absence of assured or assumed properties.

14.6 In the event of defects or the absence of assured properties ZIEMER is entitled, at its discretion, to demand that the defect be rectified or a defect-free replacement be supplied, to apply a price reduction or to withdraw from the contract. If the supplier fails to rectify the defect, or in the event of an emergency, ZIEMER can rectify the defect itself or arrange for this to be carried out at the supplier's costs and risk.

The right is reserved to file any claims for compensation. ZIEMER is entitled in particular to withdraw from the contract with immediate effect and reject performance in the following cases:

- if the supplier is late in performance or carrying out warranty work and a reasonable period of grace has also expired without success;

- if it emerges even prior to the due date that the delivery will not be rendered on time through no fault of ZIEMER and the supplier fails within a reasonable period to create the conditions required for prompt delivery;

- if it emerges even prior to the due date that the delivery items will not be suitable for the intended purpose through no fault of ZIEMER, or will not contain contractually specified properties and the supplier does not rectify the situation within an appropriate period;

- if the supplier or a subcontractor becomes insolvent, is threatened with bankruptcy proceedings or if the bankruptcy proceedings, administration proceedings or foreign insolvency proceedings have been initiated against it.

15. Liability

15.1 The supplier is obligated to reimburse ZIEMER for all direct and indirect losses, unless it proves that the loss has been incurred without any fault on its part. It must draw ZIEMER's attention to possible properties that could be impaired by use of the supplied products for the intended purpose.

15.2 The supplier exempts ZIEMER from all third party claims associated with the goods or services, arising from product liability, environmental protection and protection for intellectual property and will indemnify ZIEMER in full. ZIEMER is obligated to immediately inform the supplier of any claims which are substantiated claims against ZIEMER.

16. Intellectual Property

16.1 All rights to documents such as plans, drawings, technical documents, software etc. handed over by ZIEMER to the supplier for the purpose of processing the customer order, remain the property of ZIEMER. The supplier may only use the documents and all the associated information for the purpose of processing the order; without the prior written consent of ZIEMER it is not entitled to manufacture products for third parties on the

basis of such documents and information, nor to copy or duplicate such documents and information nor to make these accessible to third parties, in whole or in part, in any other way. All documents supplied, together with copies and duplicates, must be returned immediately on demand.

17. Confidentiality

17.1 Information made available by ZIEMER to the supplier for the purpose of rendering the service may not be used for other purposes, nor duplicated nor made accessible to third parties. All documents supplied, including copies and duplicates, must be returned immediately on demand.

17.2 All information supplied by ZIEMER must be treated as strictly confidential. The supplier must also ensure compliance with this obligation by its ancillary personnel and any subcontractors.

18. Duty to Provide Information and Clarification

18.1 ZIEMER has the right at any time to be informed of the status of the performance of the contract.

18.2 The supplier must inform ZIEMER of all and any circumstances that jeopardise the interests of ZIEMER.

18.3 The supplier is obligated to inform ZIEMER of relevant experiences in connection with the performance of the contract.

19. Partial Invalidity

19.1 Should individual provisions of these General Terms and Conditions of Purchase be or become invalid or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions of the General Terms and Conditions of Purchase or those of the individual contracts. The parties give an undertaking to replace the invalid provision with a clause that most closely reflects the commercial purpose of the unenforceable or invalid provision.

20. Statements, Environmental Protection, Safety and Quality

The delivery items must represent the state-of-the-art, in particular they must comply with the EU Directives applicable in Europe, European standards as well as additionally applicable national standards, applicable EU Directives, European standards, in particular ISO 9001, 13485 and Directives 93 / 42 / EU. The versions of the products must conform to FDA (21 CFR Part 820).

For the supply of hazardous materials, ZIEMER must be supplied with product information, in particular safety data sheets, in good time prior to delivery. The supplier is forbidden from using carcinogenic substances.

21. Place of Jurisdiction and Applicable Law

Swiss law applies. Place of jurisdiction is at the registered offices of ZIEMER.

Port, 1 October 2011