

General Purchasing Terms WaveLight GmbH
(hereinafter: "WaveLight" or "Purchaser")
October 2013

1. General

1.1 These General Purchasing Terms apply to all contracting parties of WaveLight supplying WaveLight with goods and/or services (hereinafter "Supplier"). Some of the provisions may apply only to Suppliers of material or components, including tools or items destined for further processing (hereinafter "Contract Supplier").

1.2 Any terms and conditions of the Supplier which are deviating from, or amending these General Purchasing Terms will not be acknowledged by the Purchaser. This shall also apply, if the Purchaser does not object or the Supplier states to accept delivery only in accordance with the Supplier's terms and conditions.

1.3 Any translation of these General Purchasing Terms is provided for information purposes only. In case of doubt, the German version of these General Purchasing Terms shall prevail.

1.4 Orders and their acceptance as well as any alterations and supplements must be made in writing. This also applies to any waiver of the written form requirement. Oral subsidiary agreements made at the signing of the contract are only valid if confirmed by the Purchaser in writing. This shall also apply to amendments of the contract after conclusion of the contract.

1.5 The Purchaser is entitled to cancel the purchase order, if the Supplier is not prepared to accept the order in writing within 14 days ("order confirmation"). In case of discrepancies between order confirmation and purchase order, the Purchaser must confirm the discrepancy in order for it to be legally binding.

1.6 Supplier is not entitled to sublicense or subcontract any of its obligations under this Agreement without the prior written consent of Purchaser, such consent to be at Purchaser's sole discretion. In the event that Purchaser does grant any such approval: (a) Supplier will nonetheless remain fully liable for the performance of its obligations hereunder; and (b) Supplier will be exclusively responsible for all costs associated with any such sublicense or subcontract arrangement.

1.7 Supplier shall not assign its rights and obligations under this Agreement without Purchaser's prior written consent, such consent to be at Purchaser's sole discretion.

2. Delivery Dates, Partial Deliveries

2.1 Agreed delivery dates are binding. Advance deliveries require the approval of the Purchaser. The timely delivery of supplies shall be based on the actual receipt at the agreed place of performance. The timely delivery of supplies with set-up/assembly and/or other services shall be based on their provision in a ready-for-acceptance state at the agreed place of performance.

2.2 The Purchaser is entitled to claim a penalty of 0.1 % of the order value for each calendar day, up to a maximum of 5 % of the value of the goods or services ordered, if the Supplier fails to comply with the agreed delivery date and such default is attributable to the Supplier. The Purchaser is entitled to provide evidence to claim damages for a higher amount. The Purchaser may demand payment of the penalty, if the Purchaser has reserved the right to demand payment up until a period of time no longer than one (1) month following completion of the delivery and/or provision of services in accordance with the purchase order.

2.3 Partial performance is not allowed, except as otherwise expressly agreed upon.

3. Shipping, Place of Performance and Transfer of Risk

3.1 All items of delivery shall be packed and shipped properly. Any packaging and shipping instructions by the Purchaser are to

be complied with. Each shipment is to be accompanied by delivery notes or packing slips. The article numbers of WaveLight

as well as any markings requested by the Purchaser in the purchase order shall be entered into all documents. A shipping advice shall be provided to the Purchaser on the date of shipment at the latest.

3.2 Place of performance for all goods and/or services of the Supplier is the shipping address indicated in the purchase order ("DDP" in accordance with INCOTERMS 2010). If no shipping address has been specified and if the place of performance is not obvious due to the type of obligation, the shipping address of the Purchaser is deemed as place of performance.

3.3 Unless specified otherwise in individual or master agreements, the risk shall pass to the Purchaser only with the acceptance of supplies or services by the Purchaser.

4. Prices, Billing, Payment and Non-assignment

4.1 Prices include delivery to the place of performance.

4.2 The article numbers of WaveLight as well as any markings requested in the purchase order shall be stated on the invoice.

4.3 To the extent of contractual stipulations or provided under law, all payments are due after final acceptance of the goods or services only. Otherwise, payments will be made in accordance with the provisions agreed in the purchase order. Cash discount deduction is allowed in the case of set-off or retention due to defects. A payment shall be considered to have been made on the day the payable sum is remitted by the Purchaser.

4.4 The Supplier may not assign or instruct third parties any of its claims against the Purchaser without Purchaser's written consent. This shall not apply to extended reservation of title.

5. Incoming Goods Inspection, Notice of Defect

5.1 The Purchaser shall inspect any incoming goods in accordance with Purchaser's general inspection procedures. In case of production parts, inspection shall be carried out during manufacturing and in case of services and/or replacement parts in accordance with their intended purpose. Upon the receipt of goods and shipments, the Purchaser is not obliged to open any original packaging (for example, shrink-wrapped parts, boards) to check the quality, if the packaging is an integral part of the quality.

5.2 The Purchaser shall notify any defects of shipment to the Contract Supplier without undue delay after such defects have been detected in the ordinary course of business (see 5.1). With respect to the foregoing, the Supplier hereby waives the right to any claim that the defects have been notified too late.

5.3 Additional requirements might be based on a quality assurance agreement which was concluded simultaneously.

6. Defects in Quality

6.1 The Supplier warrants its supplies and services for the duration of the statutory period of limitation to be free from defects in quality and title and furthermore warrants compliance with the requirements stipulated by the Purchaser and the Supplier's guarantees as to their quality. The minimum statute of limitations for all claims relating to defects is two years.

6.2 The Supplier warrants that its supplies and services do not constitute an infringement, particularly with regard to the compliance with laws, regulations or other binding provisions. The Supplier warrants to have unrestricted ownership in all supplies provided by the Supplier and that they are not subject to

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any third party rights (e.g. rights of lien, assignment of claims, purchase with reservations, etc.).

6.3 The statute of limitation for supplementary performance, compensation for damages and reimbursement of expenses commences with the acceptance of the goods or services by the Purchaser. In the case of acceptance provisions stipulated in agreements or by law, the statute of limitation commences with the final acceptance. The statute of limitation is suspended upon notification of a material defect.

6.4 The Supplier is obliged to repair any defects at its own expense by supplementary performance at the discretion of the Purchaser, i.e. by rework, new delivery and/or new provision of services. The statutory provisions of section 439 BGB (*German Civil Code*) remain unaffected. This provision shall apply to entire delivery consignments which have been inspected by checking random samples. The Supplier shall be entitled to limit the supplementary performance only to defective items of the delivery. However, the Supplier is obliged to verify that the defects found in samples do not extend to other supplied items. Supplementary performance shall be carried out without any undue delay after the defect has been notified. Failure or non-compliance with the obligation to supplementary performance entitles the Purchaser to reduce the due amount in accordance with the statutory provisions or withdraw from the contract and demand compensation for damages instead of performance or claim reimbursement of expenses. In urgent cases and in consultation with the Supplier, the Purchaser may choose to remedy the defect itself at Supplier's costs without curtailment of any contractual or statutory rights the Purchaser may have in addition.

6.5 The Supplier bears all costs incurred by the Purchaser in connection with the determination of defects and supplementary performance. This also applies to expenses incurred by shipping the delivery items to another place than the place of performance and if this fact was known to the Supplier at the time the contract has been signed. The statutory regulations available to the Purchaser shall remain unaffected by the above.

7. Duty to Inform and Duty of Care

7.1 The Supplier shall inform the Purchaser without delay upon realizing that the ordered supplies or services are not suitable for the intended purpose of the Purchaser and the Supplier shall act to alter the purchase order accordingly.

7.2 The Purchaser shall be made aware of any circumstances which might jeopardize compliance with agreed delivery dates in writing and without delay so that the Purchaser may clarify issues in order to proceed.

7.3 The Supplier shall notify the Purchaser in writing and without delay of any changes in the composition of the processed material or the design as compared with past supplies and/or services of the same type. The changes shall require the written consent of the Purchaser.

7.4 The Supplier shall ensure that all supplies and services provided are in compliance with the applicable environmental protection, accident prevention and other industrial safety regulations as well as any technical safety rules and other legal requirements applicable in the Federal Republic of Germany. In addition, the Supplier shall notify the Purchaser of any special treatment and disposal requirements not generally known for any of the supplied items.

8. Further Obligations of Supplier; Right to terminate for Material Cause; Right to perform Inspections

8.1 In exercising its rights and performing its obligations under this Agreement, the Supplier will:

(a) Comply with all applicable laws and regulations of the respective jurisdiction, including those related to anti-corruption;

(b) Comply with industry standards;

(c) Comply with the Novartis Global Anti-Bribery Policy in its respective current version, which can be accessed at the following website: <http://www.novartis.com/corporate-responsibility/resources/index.shtml>, and which will be sent to Supplier at no charge upon request;

(d) Comply with all policies and guidelines, in its respective current version, provided to it by Purchaser in relation to the Supplier's activities under this Agreement. In the event Purchaser issues additional guidelines or policies in relation to Supplier's activities under this Agreement, Purchaser will provide the Supplier with a copy and the Supplier will duly comply with such guidelines and policies thereafter; and

(e) Perform its obligations under this Agreement with high ethical and moral business and personal integrity standards.

8.2 The Third Party shall be responsible for training its sales force and any other employee who is involved with the activities set forth in this Agreement on anti-bribery at its own expense. Such training shall include the provisions of the applicable anti-corruption laws and the standards set out in the Novartis Global Anti-Bribery Policy. Upon request from Purchaser, the Supplier shall promptly provide copies of the training material and the training attendance sheets (including name and qualification of the trainer).

8.3 In addition, Supplier warrants that the information provided in the "Questionnaire for Third Parties" completed before entering this Agreement (if any) is accurate and complete. Supplier agrees and undertakes to inform Purchaser of any significant change to the information provided with the Questionnaire for Third Parties, as soon as the relevant change occurs.

8.4 Purchaser shall have the right, at its cost, at any time upon reasonable prior notice, to audit all of Supplier's records to ensure its compliance with this Agreement, including compliance with Sections 8.1, 8.2 and 8.3, and to confirm all payments made by Purchaser. Purchaser may appoint an auditor to perform an audit and, if so, the appointed auditor will be subject to confidentiality obligations in relation to its review of the Supplier's Confidential Information. Upon written notice by Purchaser that it wishes to conduct an audit, the Supplier will provide full cooperation and grant access to all relevant documents and materials as reasonably required.

8.5 The Supplier's breach of any obligation set forth in this Section 8 shall be deemed to be a material breach of this Agreement, and Purchaser shall have, without prejudice to other rights and remedies it may have, the right to immediately terminate this Agreement.

9. Responsible Procurement

9.1 Purchaser expects Supplier to comply with the law, to adhere to ethical business practices and to observe the Novartis Supplier Code. The Novartis Supplier Code and other codes, policies and guidelines can be found at <http://www.novartis.com/corporate-responsibility/resources/index.shtml> and will be sent to Suppliers at no charge upon request.

9.2 Supplier shall familiarize itself with these codes, policies and guidelines and provide information on request of Purchaser concerning labor rights, health, safety and environment, animal welfare, anti-bribery, fair competition, and data protection and privacy practices, in the form requested and allow Purchaser (or any nominated third party experts) adequate access for the purpose of auditing compliance with these standards.

9.3 Supplier will use best endeavors to rectify identified non-compliance and report remediation progress to Purchaser on request. At Purchaser's discretion, failure to adhere to these standards and failure to successfully remediate any breach shall entitle Novartis to terminate without compensation.

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10. Provision of Materials

10.1 Any items provided to the Supplier by the Purchaser shall remain the property of the Purchaser. Such items may be used only for the delivery of supplies and provision of services as ordered.

10.2 The Supplier undertakes to carry out any required maintenance and inspection work and shall insure the provided items adequately and to submit to the Purchaser proof of this insurance upon Purchaser's request.

11. Nondisclosure, Penalty for Breach of Contract

11.1 The Supplier undertakes to keep secret all commercial and technical details that become known to it as a result of the business relationship and which are not in the public domain and the Supplier is not allowed to use such information for purposes other than for the provision of goods and services. The Supplier shall impose the same obligation on any sub-supplier or sub-contractors.

11.2 This nondisclosure obligation shall continue to apply after the purchase order has been completed. The nondisclosure obligation shall cease, if the figures, drawings, calculations and other documents, information and data have become part of the public domain without infringement of this nondisclosure obligation.

11.3 The Supplier may not disclose the firm or brands of the Purchaser for reference purposes or in publications without the prior written consent of the Purchaser. For each violation of this provision the Supplier shall pay to the Purchaser a penalty of EUR 7,500. Each individual violation of this provision is treated as a single violation.

12. Product Liability, Release, Third Party Rights

12.1 For the business relation with WaveLight, the Contract Supplier undertakes to maintain adequate product liability insurance to cover claims in the amount of at least EUR 2,000,000 for each case of personal injury and property damage maximized in duplicate per policy year and to proof to WaveLight by showing original documents that such insurance cover exists.

12.2 The Supplier shall ensure that the work products/results provided by the Supplier do not infringe third-party rights which might exclude or impair their use by the Purchaser and its customers.

12.3 The Purchaser shall be indemnified and be held harmless by the Supplier against any claims arising from the use of the work products/results provided by the Supplier in connection with section 12.2, including required and necessary legal costs. If possible, the Supplier shall be responsible for any litigation in its own name and at its own expense. The right of the Purchaser to claim damages in accordance with statutory provisions and to withdraw from the contract shall remain unaffected.

13. Replacement Parts and Supply Capacity

13.1 The Contract Supplier is obliged to deliver at reasonable cost any replacement parts for the period of time of the usual technical use, at least, however, for 10 years following the previous delivery.

13.2 The Purchaser shall be granted the opportunity for a final purchase order, if the Contract Supplier ceases the delivery of supply items during or after the time period mentioned in section 13.1 above.

14. Venue and Applicable Law

14.1 If the Supplier is trading as a merchant or a legal entity under public law, the courts having jurisdiction for the place of business of WaveLight shall have exclusive jurisdiction, including check and bill proceedings. However, the Purchaser is entitled to file a lawsuit at any court having jurisdiction.

14.2 For the privity of contract between Supplier and Purchaser, the law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) dated April 11, 1980 and without reference to its conflicts of law provisions.

14.3 Should any provision of the General Purchasing Terms become invalid, the validity of the other contractual provisions shall not be affected thereby. The parties hereto undertake to agree on a provision which comes as close as possible to the legal and economical meaning and purpose of the invalid provision.

15. Retention of Data

15.1 The Customer agrees that WaveLight may store Customer data which are required in the course of the performance of the contract.

15.2 The Customer shall not disseminate data becoming available in connection with this business relation to unauthorized third parties and shall protect such data from unauthorized access and misuse.