

GENERAL SALES CONDITIONS

of

Barberini S.p.A.

(indicated as "Barberini" hereunder)

with Production Facility and Head Office in:
Silvi (TE) 64028 - Italy, Via Statale Sud, 92

and Registered Offices in:
Pescara 65126 - Italy, Via Marconi, 157

Silvi, March, 31 2016

PREMISES: Any products or services are supplied by Barberini exclusively on the basis of these supply and payment conditions. Any variation of the conditions by the client is expressly forbidden.

Any such variations will be binding for Barberini only if previously accepted in written form. To all private judicial effect of international law, and pursuant to, this contract is considered concluded in Silvi Marina (Italy), where the head offices of Barberini S.p.A. factory are located.

The conventional rules contained in the private regulations set forth below, bind the parties under the existing legal relationship and under any future relationship, with the exception of any agreed formal and written modification that the parties hereto may make to the conventional rules above.

PRICES: All prices are established by the current official price-list. Prices are subject to changes without notice. The prices mentioned in the order confirmation are binding for the parties. All prices exclude VAT.

CURRENCY: Euro.

MINIMUM ORDER: The minimum order is 300 pairs for each style and color.

As a result of requirements of the Barberini production line, the quantities shipped may differ from those ordered, by 5%.

Any variation within the above-indicated range will, to all legal effect, be considered by the parties as valid, complete and correct fulfillment of the obligations undertaken by Barberini in accordance with this contract, and, consequently, as proper and correct processing of the purchaser's order.

RETURN OF GOODS: All goods are delivered FCA of the Barberini factory in Silvi Marina. Any liability for damage to the goods is transferred from Barberini to the purchaser at the moment of transfer of goods to the carrier. Therefore, any loss or damage after this moment will not relieve the purchaser of the obligation to pay.

PACKAGING: Packaging in boxes (on pallets if necessary) is included in the price; each box to contain: paper packs of 50 pairs of lenses each, subdivided into 10 five-pair-packages.

DELIVERY: Delivery is defined at the moment of the purchase order and confirmed on the order confirmation. Barberini cannot be held responsible for any failure to fulfill, or delay in fulfilling an order that may be attributed to acts of God, or to circumstances or events that are reasonably beyond the control of Barberini, including, but not exclusively limited to, the temporary shortage of labor, of raw materials or energy used in the production cycle, technical faults, faulty equipment, or accidents, etc. In any case, a margin of at least fifteen days with respect to the terms established in the confirmation order is agreed.

It is agreed that the delivery date is when the goods are ready at our Company.

Barberini S.p.A.
Via Statale Sud, 92 64028 Silvi (TE) Italia
t:+39085936731 f:+390859350696
barberini@barberini.eu www.barberini.eu

Capitale Sociale € 516.471,00 i.v.
Codice Fiscale 10962640156
Partita IVA 01371250687

Sede Legale:
Via G. Marconi, 157 65126 Pescara Italia

Rag. Soc. tribunale di Pescara n. 13930
C.C.I.A.A. Pescara n. 87343
Numero Meccanografico PE 004124

Società soggetta a direzione e
coordinamento di ILLVA Saronno
Holding S.p.A.

Certificata per il Sistema di Qualità
Aziendale UNI EN ISO 9001:2008
Certificata per il Sistema di Gestione
Ambientale UNI EN ISO 14001:2004
Certificata per il Sistema di Gestione per la
Salute e Sicurezza nei luoghi di Lavoro
BS OHSAS 18001:2007

PAYMENT: Payment must be made to our production plant as indicated on the invoice.

In the event of failure or delay on the part of the purchaser to make a payment by the established date, Barberini will be entitled to:

- a) modify the payment conditions
- b) to charge the purchaser interest, at the “ABI (Italian Banking Association) prime rate” plus three percentage points
- c) Interrupt or cancel execution of one or all of the outstanding orders

SHIPMENT: In case Barberini receives no instruction for shipment, the goods will be shipped by means considered most appropriate declining all responsibilities. The goods will travel under purchaser’s risk.

Before collecting the goods the packaging and the weight must be verified.

SHIPMENT INSURANCE: Barberini will not cover insurance unless expressly requested. If requested the cost of insurance will be invoiced at cost.

FINAL INSPECTIONS: Products will be inspected with statistic method according to BA.D203 Technical Specifications issued by Barberini and available on customers’ request. Different inspections may be adapted on request, but they must be explicitly agreed and put in written form.

COMPLAINTS: The product’s final inspection takes place as indicated above. Any complaints must be made within 8 days from the acceptance. Only goods that have not been processed and frames that have not been adjusted by the purchaser will be taken into consideration as well as those that have still not been put into distribution or sale. The goods shall be packaged with the same supplied care and order.

Goods cannot be returned without authorization.

All goods returned for any reason must be shipped to our company carriage paid. Any found and recognized defects will implicate free substitution of goods. The cost of shipment for the substitution and reception of goods in contest will be in this case paid by Barberini. No direct or indirect damage due to the defected goods such as: delays, labor, damage to corporate image etc., will be recognized by Barberini.

COMPETENT COURT: The contractual relationship existing between the purchaser and Barberini is concluded, governed, and must be interpreted in accordance with Italian law and with European regulations should the latter prevail. The purchaser agrees expressly that the relationship must be governed in accordance with existing norms of Italian law.

In accordance with Art. 3 of the International Convention on the law applicable to contractual conditions, adopted in Rome on 19 June 1980, and with any other legal purpose, the contracting parties expressly choose the Italian jurisdiction for any dispute arising, also indirectly, in this contract.

The contracting parties also agree that the only competent court for judging these disputes, under the Italian jurisdiction, is that of Pescara.

PRIVACY LAWS: The purchaser will provide its own personal data relevant and necessary to carry out the contractual obligations and those deriving from the provisions of the law.

Barberini will conform to the regulations currently enforced for the treatment of personal data and the safeguard of discretion including those relative to the application of security measures (D.Lgvo 196/03).

Company

Barberini S.p.A.

Title _____

Ing. Gianni Vetrini
Managing Director

Supplemental Terms for the Provision of Products/Services to Barberini Customers Post-Luxottica/Barberini Closing

17 May 2019

The following terms are proposed for the future supply of glass lenses, blanks and other services provided by Barberini S.p.A. and, where applicable, Barberini GmbH (together “Barberini”), and supplement any existing supply agreement, subject to completion of Barberini’s acquisition by Luxottica Group S.p.A. (“Luxottica”) (the “Transaction”).

1. Term

Barberini will supply glass lenses, blanks and/or other services to the Customer for a period of five (5) years starting from the date of completion of the Transaction. This agreement may also, at the option of Customer, be extended for a second term of five (5) years provided that Customer provides notice of its intention to extend the agreement at least two (2) years, or such shorter period as may be agreed between the Parties, prior to the expiration of 5-year period. One year before the expiration of the second 5-year period, upon Customer’s request, the Parties will discuss in good faith a further 5-year extension also in light of the evolution of the market.

2. Scope



This agreement covers the supply of finished glass lenses and, if applicable, the supply of blanks from Barberini GmbH; the supply of polarizing film from Triapex; the supply of glazing and mounting of lenses into frames.

3. Firewall

Confidential customer information about Barberini’s production for Customer (“Confidential Information”) will be maintained by Barberini as confidential and will not be disclosed to any person outside Barberini or to any Barberini employee who also have operating responsibilities within Luxottica or Essilor concerning the manufacture and sale of sunglasses.

Confidential Information includes detailed (i.e. by single lens sku and by period shorter than quarters) customer’s production volumes, detailed production forecasts, non-public product features, information covered by Customer IP or Customer-related R&D, if applicable (see below point 9), and shipment locations. Nothing in this provision would prohibit Barberini from reporting to Luxottica aggregate production information that does not disclose Confidential Information or from supplying Confidential Information upon request from public authorities or trustees appointed on such authorities’ request, provided however that it will be kept confidential vis-à-vis Luxottica.

Compliance with confidentiality will be verified by a monitoring trustee approved by the Italian Competition Authority (“ICA”), who will issue regular reports in relation thereto.

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4. Dedicated Production

Barberini will, whenever reasonably feasible and reasonably practicable, produce products for Customer using a separate production line from the production line used to produce products for Essilor, Luxottica, or their affiliates.

Each Barberini employee involved in production for Customer will execute a nondisclosure agreement prohibiting them from disclosing any Confidential Information concerning Customer's products with any other person, including with Essilor, Luxottica, or their affiliates.

5. Delivery

Lead times on lens production and glazing will be maintained at current level.

A service level commitment will be defined on time deliveries, consistent with current practice.

6. Purchase and Production Capacity

Barberini will accept incremental orders up to the greater of 150,000 pairs or 10% of the total aggregate purchases. Beyond that amount, Barberini will endeavour to accommodate increased annual production within its available capacity, provided sufficient notice is given. In case new investments or material additional costs are required to be borne by Barberini to meet such increased demand (beyond incremental orders of 150,000 pairs or 10% of the total aggregate purchases for the previous 12 months), the parties will negotiate in good faith reasonable order commitments to allow amortization of the investments

7. Pricing

The current price list and pricing and discount practices will be maintained.

Pricing for any new products / or existing products requiring additional investments to be manufactured for Customer will be based on demonstrated costs of material and production with a margin structure similar to existing products made for the Customer.

8. Terms of Payment

Current terms of Payment will be maintained.

9. Research and Development

Consistent with current practice, Barberini will ensure timely access to technical solutions relating to customer products.

If applicable, any technical solution jointly created, conceived, or developed by personnel of both parties or solely by personnel of Barberini upon Customer's request and related research and development shall be considered solely the property of Customer and shall be treated as trade secrets and Confidential Information of Customer under the RSA. Any such invention to be the

subject of any application for a patent shall be prosecuted solely by Customer for its own benefit and at its own expense.

Should Barberini and Customer engage in any R&D activity as described above, they will execute a nondisclosure agreement prohibiting them from disclosing any information concerning research and development work for and with Customer.

10. Market Confidentiality

If requested by Customer, Barberini, Essilor, and Luxottica and their affiliates will not, in any communications directed to consumers or to others engaged in any way in the manufacturing, purchase, or sale of sunglasses or any component of sunglasses (including in any public announcement relating to this term sheet), mention the existence or terms of this agreement, the manufacturing relationship, or generally the fact that Barberini, Essilor, Luxottica, or their affiliates are providing manufacturing services to Customer.

11. Inspection

Customer will have the right to visit facilities of Barberini to check production flows, discuss projects and R&D activities, upon notice. Should Customer require a more thorough verification of compliance with this agreement, to the extent that this may entail access to confidential information, the parties will discuss the appointment of a third party to carry out an inspection to that end.

Yours truly,

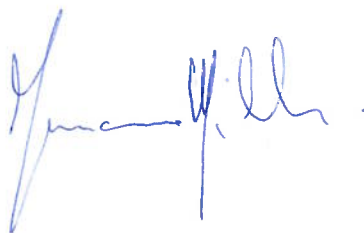
Gianni Vetrini, C.E.O.

Barberini S.p.A.



Francesco Milleri

Luxottica Group S.p.A.



For acceptance