

Purchase Order	Order Type	Page
5500034160	IT PO	1/6
Order date	Do not Ship before	Delivery Date
04/20/2015	04/03/2015	04/15/2015
Shipping Terms	Ship Via	FOB Point
FOB(Free on board)		DESTINATION (INSIDE DEL.)
Payment Terms	Buying Group	Contact Number
Net Due in 30 Days	IT Purchasing	+15137656000



Bill to:
Luxottica Retail Cincinnati Service Center
P.O. Box 8506
Attn: Accounts Payable
Mason, Ohio 45040-1110
invoices@luxotticaretail.com
fixedassetsinvoices@luxotticaretail.com

Shipping Address:
Luxottica Retail
ATTN: MIKE BURNS- IT
4000 Luxottica Place
Mason, OH 45040
US
Phone: 513-765-6500
Fax: 513-765-6500

Vendor: 102302
IBM CORPORATION
PITTSBURGH, PA 15264-3600

No Extension without prior approval
No Substitutions
Reference P.O. Line on packing slip/invoice
This Purchase Order is subject to the attached Luxottica Terms and Conditions,
unless vendor has entered into a separate written contract with Buyer.

Header Text

Header text- Maintenance on Luxottica non-prod Netezza Box.
Machine Type: 0618 Model: AA3 Serial: NZ10219
Coverage dates 01-Oct-2013 - 30-Sep-2015

PO REQUESTOR- MICHAEL BURNS - SR. DIRECTOR IT TECHNICAL SERVICES, LUXOTTICA 513-765-3225 - MBURNS@LUXOTTICARETAIL.COM

Line#	Ship To:	Vendor Style/Item#	UPC	Model Number	Article Number	Article Description	Order UOM	UOM Cost	Order Qty	Ext. Cost	Delivery Date	Vendor Notes
10	Luxottica Retail		20500000044942		3012407	IBM LRA NON-PROD NETEZZA HW MAINT	EA	22,193.71	1	22,193.71		

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Bill to:

Luxottica Retail Cincinnati Service Center
 P.O. Box 8506
 Attn: Accounts Payable
 Mason, Ohio 45040-1110
invoices@luxotticaretail.com
fixedassetsinvoices@luxotticaretail.com

PO Summary

Total PO Units	Total PO Cost
1	22,193.71

Currency: USD

LUXOTTICA PURCHASE TERMS AND CONDITIONS

Every product (#Product#) purchased by, and every service (#Service#) rendered to Buyer or any of its subsidiaries or affiliates from a supplier of Products or provider of Services (#Supplier#) is sold or rendered subject to the following terms and conditions.

1. ACCEPTANCE. Neither Buyer nor Supplier shall be bound by this Purchase Order until the first to occur of: (a) Supplier returns to Buyer an acknowledgment of the order, (b) Supplier otherwise expresses its acceptance of the order, or (c) Supplier delivers to Buyer any of the Products or Services ordered. Any acceptance of the order shall be made upon the terms and conditions stated on the Purchase Order (including these Terms and Conditions), and no additions or modifications thereto shall bind Buyer unless expressly assented to in writing by Buyer. All specifications and data submitted to Supplier with this order are incorporated herein. All warranties, agreements and representations herein made shall survive the delivery and acceptance of the Products or Services that are the subject of this Purchase Order. Acceptance of any part of this order shall not bind Buyer to accept future shipments or performance of Products or Services, shall not deprive Buyer of the right to return Products already accepted and shall not be deemed a waiver of Buyer's right to cancel or return all or any part of the Products because of failure to conform to order or latent or patent defects or other breach of warranty. Nor shall acceptance of any part of this order be deemed a waiver of Buyer's right to make any claim for damages, including manufacturing cost or loss of profits, injury to reputation or other special, consequential and incidental damages incurred by Buyer. Such rights shall be in addition to any other remedies provided hereunder or provided by law. Buyer shall not be liable for failure to accept any part of the Products and Services if such failure is the result of any cause beyond the control of Buyer, including (without limitation) fires, floods, acts of God, acts of war or terrorism, strikes, labor disputes, casualties, delays in transportation, inability to obtain necessary materials or machinery, or total or partial shutdown of Buyer's facilities.

2. PREVAILING TERMS. These Terms and Conditions shall prevail in any conflict between them and any terms in Supplier's Purchase Order acknowledgment, confirmation, invoice, or other form or correspondence prepared by Supplier, whether or not such additional or different terms would materially alter these Terms and Conditions. No change in the terms of this order, and no additional or different terms, whether or not they materially alter the order, shall be binding upon Buyer unless Buyer expressly agrees to such change or additional or different terms in writing signed by an authorized representative of Buyer. If an oral contract between Buyer and Supplier is established through performance or other conduct of the parties, the terms, provisions and conditions of such contract shall be deemed to include these Terms and Conditions, which shall prevail over any conflicting term, provision or condition. Provisions or conditions in a written agreement duly signed by both parties shall prevail over these Terms and Conditions.

3. CHANGES. Buyer may at any time make changes to the Purchase Order, including without limitation, method of shipment or packing; time, place and manner of delivery; drawings, designs or specifications; quantities; instruction with respect to the rendition of Services; and/or canceling the Purchase Order or any part thereof. If any such change increases or decreases the cost or time required for the performance of the order, an equitable adjustment in the price and/or delivery schedule shall be made and set forth in a written modification to the Purchase Order. Any claim by Supplier for adjustment under this Paragraph must be made within thirty (30) days from the date of receipt of the written notification of the change and must be approved by Buyer in writing signed by an authorized representative of Buyer. Price increases shall not be binding on Buyer unless evidenced by a Purchase Order revision signed by Buyer.

4. DELIVERY. Delivery of Products shall not be deemed to be complete until such Products have been actually received and accepted by Buyer, notwithstanding delivery to any carrier. Delivery of Services shall not be deemed to be complete until such Services have been performed, received and accepted. Unless otherwise specified by Buyer, all shipments shall be F.O.B. destination point specified by Buyer. Supplier assumes responsibility for any loss or damage with respect to all Products furnished hereunder until such Products are delivered to and accepted by Buyer. Supplier shall be responsible for insuring all shipments of Products and shall also be responsible for making any and all claims with carriers resulting from delay, non-delivery, damage or loss to Products. Time is of the essence with respect to this Purchase Order. The date specified for delivery is the required date at Buyer's premises unless otherwise specified. Buyer reserves the right to refuse any Products or Services or to cancel all or any part hereof if Supplier fails to deliver all or any part of any Products or fails to perform all or any part of any Services in accordance with the terms specified herein. If any order is cancelled under this provision, Supplier may not transfer the Products to any third party without Buyer's prior written consent. If Supplier fails to make delivery of the ordered Products or Services in the quantities and/or within the time specified, Buyer reserves the right, without liability and in addition to its other rights and remedies, (a) to direct an expedited route or carrier for the Products and Services, in which case Supplier shall pay the difference in cost caused by such change, or (b) to terminate this Purchase Order upon notice to Supplier as to any Products or Services not yet shipped or furnished and to purchase substitute Products or Services elsewhere, in which event Supplier shall be liable for any difference in cost and any other loss incurred. Supplier shall be liable for any transportation and handling charges, delays or claims resulting from Supplier's deviation from agreed-on routing or carrier instructions. If Supplier has reason to believe that deliveries will not be made as scheduled, Supplier shall immediately give written notice to Buyer setting forth the cause of the anticipated delay and the anticipated date on which such delivery could be made. Buyer shall have no liability for payment for Products and Services delivered to Buyer that are in excess of the quantities specified in Buyer's order. Such Products and Services shall be subject to rejection and returned at Supplier's expense, including transportation and handling charges both ways. Buyer shall not be liable for any material or production costs incurred by Supplier in excess of the amount, or in advance of the time, necessary to meet Buyer's delivery schedule.

5. PAYMENT. Buyer shall not be required to make payment for any Services or Products invoiced later than sixty (60) days after the completion of any Services or delivery of any Product. Supplier's invoice shall include all applicable taxes, duties and levies, including but not limited to sales, use, value-added and excise taxes, stated separately, and, for Products, shall additionally include the original and one copy of a bill of lading or comparable shipping document. Following such time as Supplier accepts the Purchase Order pursuant to Section 1 above, no increase in the pricing for the Products or Services shall be binding unless in writing and signed by Buyer. All tax exemption certificates provided by Buyer shall be accepted by Supplier. Payment of such invoices shall be subject to a pro rata adjustment by Buyer for any shortage in the Products shipped or defective Products rejected by Buyer as provided herein, or for any failure to perform Services or defective performance thereof. Any discount period shall be calculated from the date of receipt by Buyer of an appropriate invoice. Unless otherwise specified by Buyer, payment is due in U.S. Dollars. Unless otherwise agreed upon by the parties in writing, payment terms are net sixty (60) days from receipt of proper invoice. Buyer's Purchase Order number must appear on Supplier's invoice and packing list. The invoice must also contain the Supplier's name, Dun and Bradstreet number, remit to address and the invoice amount, bill of lading number and exact quantities by SKU number for the shipment. If the foregoing invoice requirements are not met, (i) Supplier's invoice shall be automatically rejected by Buyer without further action on the part of Buyer and (ii) Buyer shall not be responsible for payment until Supplier provides an invoice complying with the foregoing requirements. Unless otherwise set forth by Buyer, each shipment must be billed separately. Buyer may deduct, net or offset any amount owing at any time from Supplier to Buyer against any amount payable at any time by Buyer to Supplier.

6. INSPECTION. Payment for any Products and Services under these Terms and Conditions shall not constitute acceptance thereof. The Products and Services purchased hereunder are subject to inspection at Buyer's destination either before or after payment. Buyer reserves the right to reject or to revoke acceptance of any Products and Services that do not conform in all respects with Buyer's instructions or specifications, or with Supplier's representations and warranties. Buyer's count of any Products and Services shall be accepted as final and conclusive with respect to all shipments. Products and Services not accepted shall be returned to Supplier for full credit or replacement (at Buyer's option) and at Supplier's risk and expense, including transportation and handling charges both ways. Supplier shall not replace any rejected Products or Services unless approved by Buyer in writing.

7. PACKING, SHIPPING AND CONTAINERS. The Products purchased hereunder must be suitably packed and prepared for shipment, and appropriately packed to comply with the carriers' regulations and with any specific transportation specifications of Buyer. No charges for packing, containers, storage or transportation shall be allowed unless specified on the face of the Purchase Order. A Packing List shall accompany each box or package shipment, showing the order number specified thereon as well as the item number and a description of the Products. Buyer shall not be obligated to accept any shipments in excess of the ordered quantity and any excess or advance shipments may be returned to Supplier at Supplier's expense, subject to the provisions of Paragraph 4 (Delivery). Supplier shall be liable for damages to materials or articles caused by improper boxing, crating, packing or storage.

8. SUPPLIER'S WARRANTIES. Supplier represents and warrants that (a) all Products purchased pursuant hereto will be merchantable and free from defects in material and workmanship, (b) except as to any supplies and components that Buyer's specifications expressly provide need not be new, all supplies and components used to fulfill Buyer's order are new (not used or reconditioned, and not of such age or condition as to impair their usefulness or safety), (c) all Products purchased pursuant hereto will conform to specifications delivered by Buyer to Supplier or otherwise applicable and standards of quality and performance and will be free from latent and patent defects in design and fit and suitable for their intended purpose, (d) all Products purchased pursuant hereto are fit and safe for consumer use, if so intended, (e) all Services purchased pursuant hereto will be performed in a good and workmanlike manner by qualified personnel and in accordance with the specifications and instructions of Buyer, all applicable professional standards for the field of expertise and all applicable laws and regulations, (f) all Products will be processed and manufactured in compliance with all applicable laws, rules and regulations and will meet the requirements of, and be properly tested, packaged, marked, labeled, invoiced and delivered in accordance with, and otherwise conform in all respects to, all pertinent laws and the terms of the Purchase Order and, as required, the Supplier will provide such certificates, supporting documentation and test data verifying the Products' compliance with applicable laws, (g) any certificates and information supporting compliance with laws that Supplier supplies to Buyer shall be accurate, (h) on delivery Buyer will receive good title to the Products, free and clear of all claims, liens and encumbrances of any kind, (i) the Products and Services will be free from any actual or claimed infringement of any patent, copyright, trademark or other intellectual property right, except to the extent such infringement arises directly out of Supplier's compliance with the specifications provided by Buyer, and (j) Supplier is and will remain in full compliance with all applicable federal, state, provincial and local laws, rules, regulations and ordinances, and Supplier has obtained all authorizations, licenses, permits and approvals required to perform its obligations hereunder. Any certificates or other information supplied to Buyer for the purpose of demonstrating compliance with laws may be disclosed to third parties by Buyer. The foregoing warranties are in addition to any warranties implied by law or otherwise made by Supplier and will survive acceptance and payment by Buyer.

9. SERVICES PERSONNEL. All personnel performing Services shall be qualified to perform the tasks assigned to them. Buyer shall have the right to review and approve any personnel assigned to perform Services. Within two (2) business days after written notice from Buyer requesting that Supplier replace any of its personnel who perform Services, Supplier shall replace such person with a qualified employee who is reasonably satisfactory to Buyer.

10. INDEMNIFICATION. Supplier shall defend, indemnify, hold harmless and save Buyer, its parent, subsidiaries, affiliates, directors, officers, employees and agents (the #Buyer Indemnitees#) from any and all claims, liabilities, losses, expenses, awards, fines, penalties and damages of every character (including reasonable attorneys' fees) arising out of or relating to (a) personal injury (including death), property damage or any other damage caused or alleged to be caused by the negligence or willful misconduct of Supplier, its employees, agents or subcontractors, (b) any breach of these Terms and Conditions by Supplier, (c) any infringement or alleged infringement of any patent, design, trade name, copyright, trademark, trade secret or other intellectual property right relating to the Products or Services furnished to Buyer by Supplier, or Buyer's use thereof, and (d) violation by Supplier of any federal, state, provincial and local laws, rules, regulations and ordinances applicable to Supplier. If Supplier performs Services on property owned or controlled by any party other than Buyer, then the aforesaid obligation to defend, indemnify, hold harmless and save shall include such other party or parties, their employees and agents. Upon receipt of notice, Supplier shall promptly assume the defense of any suit or proceeding covered by its indemnification obligations hereunder. Supplier shall not settle or compromise any claims against a Buyer Indemnitee without Buyer's prior written consent. The provisions of this Paragraph shall survive the delivery of any Product or the performance of any Service. In the case of any tools, dies, jigs, fixtures, patterns, equipment or other articles of Buyer that may be in the possession of Supplier in connection with this Purchase Order, Supplier agrees that its responsibility shall be that of a bailee and that Supplier shall indemnify and hold harmless Buyer from any loss, damage, cost or expense thereto that is caused by or as a result of any act or omission on the part of Supplier or its agents, employees or others until such time as such articles are delivered into the possession of Buyer at Buyer's request. With respect to such articles, Supplier shall: (a) make and affix such markings thereon as Buyer may direct, (b) make no change, modification or alteration thereto without Buyer's written consent, (c) make no use thereof, except in the production of Products ordered by Buyer, (d) store the same without charge to Buyer in separated racks or in sections of Supplier's facility, (e) maintain the same in good condition excepting only ordinary wear and tear, and (f) return same to Buyer upon Buyer's request.

11. CONFIDENTIAL DISCLOSURE Supplier acknowledges that all information that is furnished to Supplier to facilitate performance of these Terms and Conditions shall be considered Buyer's confidential information and kept confidential by Supplier, its agents and employees. Supplier represents and warrants that it will prevent disclosure or use of any such information either directly or by incorporation of such information in manufacturing products for others. Supplier shall hold in confidence all information designated and maintained by Buyer as confidential, including without limitation designs, drawings, materials, processes, formulas, data, inventions, improvements, research or development test results, specifications, business plans, unpublished financial information, customer and supplier identities, marketing plans or strategies, or other proprietary information disclosed to Supplier (whether in writing, electronically, verbally, by visiting Buyer's premises, or otherwise) at any time in connection with the Products or Services provided under this Purchase Order. Supplier agrees to have an appropriate agreement with each of its employees or subcontractors who are providing Services to Buyer, and shall disclose Buyer's trade secrets or other confidential information only to those employees or subcontractors who have a need to know the confidential information for the purpose of providing the ordered Products or Services. Supplier shall specifically inform those persons to whom it discloses Buyer's trade secrets or other confidential information of the confidential nature of the information and of their obligation to maintain such information in confidence. Supplier shall utilize such confidential information only in the provision of the Products or Services hereunder and for no other purposes whatsoever. Supplier shall be liable for the failure of any employees, agents, or third parties to maintain the confidentiality of such information. Information that, at the time of disclosure to Supplier, is in the public domain, or that, after disclosure to Supplier, becomes a part of the public domain through no action or fault of Supplier shall not be considered confidential information of Buyer. Upon Buyer's request, Supplier shall return to Buyer all such information including all originals held by or copies thereof made by Supplier, its employees or others whose Services were required by Supplier as set described above. In lieu of returning all confidential information to Buyer, Supplier shall cause all such information to be destroyed and shall provide an affidavit signed by an officer of Supplier certifying that all such information has been destroyed. The provisions of this Paragraph 11 shall survive the delivery of any Product or the performance of any Service.

12. OWNERSHIP. All right, title and interest in and to all deliverables provided to Buyer under this Purchase Order or produced in the course of performing Services for Buyer, including all rights in copyrights or other intellectual property rights pertaining thereto, shall be held by Buyer, and all deliverables shall, to the extent applicable and possible, be considered #works made for hire# for the benefit of Buyer. Upon request, Supplier shall mark all deliverables with Buyer's copyright or other proprietary notices as directed by Buyer and shall take all actions deemed necessary by Buyer to perfect Buyer's rights therein. If the deliverables do not constitute works made for hire for the benefit of Buyer under applicable law, or if Supplier should otherwise retain any rights to any deliverables, Supplier agrees to assign (and to cause its personnel and subcontractors to assign) all right, title and interest in and to such deliverables, including all rights in copyrights or other intellectual property rights pertaining thereto, to Buyer without further consideration. Upon request, Supplier shall, and shall cause its personnel and subcontractors to, execute all assignments, instruments of transfer, powers of attorney and other papers, and to take any other action, that Buyer may consider necessary or desirable for securing and protecting the intellectual property rights therein and the vesting of title thereto in Buyer. All samples or materials furnished to Supplier by Buyer shall remain the property of Buyer. The provisions of this Paragraph shall survive the delivery of any Product or the performance of any Service.

13. NO GRATUITIES. Supplier shall not offer or give any gratuities (whether in the form of entertainment, gifts or otherwise) to any officer or employee of Buyer with respect to the awarding, amending or making of any determination with respect to this Purchase Order.

14. CANCELLATION/TERMINATION. Buyer may cancel all or any portion of a Purchase Order or terminate Supplier's performance under any Purchase Order in whole or in part upon written notice in the event Supplier fails to meet delivery times or is otherwise in breach of any of these Terms and Conditions. If this Purchase Order is so cancelled or terminated, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, other Products or Services similar to those provided under the terminated Purchase Order. Supplier, subject to the exceptions set forth below and in addition to any other remedies allowed under law, shall be liable to Buyer for any excess costs of such similar Products or Services. Supplier shall transfer title and deliver to Buyer, in the manner and to the extent requested in writing by Buyer at or after termination such complete articles, partially completed articles and materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights as Supplier has produced or acquired for the performance of the terminated part of this order; and Buyer shall pay Supplier the contract price for completed articles delivered to and accepted by Buyer. Upon receipt of notice Supplier shall terminate all work on the order and shall advise Buyer of the value of the work completed and materials purchased prior to notice, and the most favorable disposition Supplier can make thereof. Buyer shall pay a pro-rata share of the contract price for finished work accepted by Buyer and shall reimburse Supplier for the cost of work in progress and materials not allocable to other work, or used or resold by Supplier. Such payments shall be determined by Buyer in its good faith judgment. Buyer shall not be liable for the cost of defective, damaged or destroyed work or material. In no event, shall payments made under this Paragraph exceed the aggregate contract price less prior payments made to Supplier with respect to the terminated order. This Paragraph shall constitute Supplier's exclusive remedy if this order is terminated by Buyer as provided herein. Buyer shall have no obligations to Supplier in respect of the terminated part of this order except as herein provided. Buyer's rights as set forth herein shall be in addition to Buyer's other rights in case of Supplier's default, whether set forth in this order or not. This Paragraph shall not apply to any cancellation by Buyer for default by Supplier or for any other cause allowed by law or under this Purchase Order.

15. NO WAIVER. Failure of Buyer to require strict performance of any of these Terms and Conditions or to exercise any right or remedy hereunder, shall not be construed as a waiver of the future performance of any such terms, or the further exercise of such right or remedy, and the obligation of Supplier with respect to such future performance shall continue in full force and effect.

16. NO ASSIGNMENT. Supplier shall not assign the Purchase Order and these Terms and Conditions, delegate any duties hereunder or subcontract any portion of the work to be performed without Buyer's prior written consent.

17. INSURANCE. Supplier, at its expense, shall procure and maintain with responsible third party insurance carriers (with an A.M. Best rating of at least A-/VII) during the term of these Terms and Conditions: (a) Commercial General Liability Insurance written on an occurrence basis including premises, products/completed operations liability coverage with respect to the Products and Services provided under this Purchase Order, contractual liability coverage with respect to this Purchase Order, broad form property damage/bodily injury and personal/advertising injury liability coverage with limits of not less than US\$1,000,000 per occurrence and US\$2,000,000 in the aggregate, (b) Automobile Liability Insurance with at least US\$1,000,000 combined single limit for bodily injury and property damage per accident, (c) Umbrella Liability Insurance, with limits of at least US\$1,000,000 per occurrence and in the aggregate, (d) Workers Compensation Insurance in the amount required by law, (e) Employers Liability/Stop Gap Liability Insurance with limits of at least US\$500,000 for each occurrence, and (f) Professional Liability (errors and omissions) Insurance, if applicable Services are provided, with limits of at least US\$1,000,000 per occurrence. Within ten (10) days of the date this Purchase Order is accepted by Supplier pursuant to Section 1 above, Supplier shall deliver to Buyer certificates of insurance as evidence of the required coverage. All Commercial General Liability and Automobile Liability Insurance policies and certificates of insurance shall include Luxottica Group S.p.A., its subsidiaries, affiliates and divisions (including all entities comprising #Buyer# hereunder), as additional insureds, and shall provide that thirty (30) days' written notice must be given to Buyer before such policy is altered or canceled.

18. INDEPENDENT CONTRACTOR. Supplier agrees to perform its obligations hereunder as an independent contractor and nothing contained herein shall be construed to create an employment or any other relationship between Supplier, its agents or employees, and Buyer. Supplier shall retain discretion and control with respect to the manner and means of performing Services hereunder. Supplier further acknowledges it is Supplier's sole responsibility to comply with all federal, state, provincial and local laws, rules, regulations and ordinances applicable to employers. Supplier expressly represents that all persons who perform work for Supplier under this Purchase Order are solely the employees of the Supplier and not employees of Buyer. Any violation by Supplier of applicable labor laws, minimum wage laws, overtime laws, workers' compensation laws or any other applicable laws shall be just cause for Buyer to cancel the Purchase Order without recourse from Supplier. Supplier further acknowledges that Buyer neither has the right of control nor will it attempt to exercise any right of control over Supplier, its operations and/or its employees, including but not limited to hiring and firing, supervision of work schedules or conditions of employment, rate and method of payment of employees and maintenance of employment records.

19. BUYER'S SPECIAL FEATURES. All merchandise designs and mechanical features supplied by Buyer to Supplier, or specially created or developed for Buyer by Supplier, or that are distinctive of Buyer's private label merchandise (collectively, #Special Features#), shall be the sole property of Buyer and shall be used only on Products manufactured for Buyer. Buyer hereby grants Supplier a limited, non-exclusive, non-transferable license to the Special Features for the sole purpose of incorporating the same in Supplier's deliverables hereunder. Alternatively, Supplier hereby assigns, and agrees to assign (and to cause its personnel and subcontractors to assign), all right, title and interest it may have in and to the Special Features to Buyer without further consideration. All deliverables remain subject to the terms of Paragraph 12 (Ownership). Upon request, Supplier shall, and shall cause its personnel and subcontractors to, execute all assignments, instruments of transfer, powers of attorney and other papers, and to take any other action, that Buyer may consider necessary or desirable for securing and protecting the intellectual property rights in the Special Features and the vesting of title thereto in Buyer.

20. INTELLECTUAL PROPERTY. If this Purchase Order deals with Products or Services that bear Buyer's private labeling, trademarks, service marks, trade names, distinctive words, copyrights, logos, pictures or designs (collectively, #Properties#), Buyer grants to Supplier a non-exclusive, non-transferable, royalty-free, limited right to use the Properties solely for creating Products or providing Services under this Purchase Order. All uses must be in accordance with Buyer's direction. Supplier shall not: (a) challenge the validity of the Properties or any registrations therefor, (b) contest the fact that its rights are solely those of a licensee, (c) apply for registration of any of the Properties in its own name, (d) use or disclose the Properties in any manner or commit any other act that would jeopardize Buyer's right in the Properties, or (e) take any action that would invalidate or be likely to invalidate Buyer's registrations. Supplier shall not under any circumstances sell or otherwise transfer any Products to third parties until the Properties have been completely removed from the Products and Services and all packaging. If any experimental, developmental or research work is called for or required hereunder, Supplier agrees to and hereby does assign to Buyer the exclusive rights to make, have made, use and sell any invention, improvement or discovery (whether or not patentable) that Supplier conceives or first actually reduces to practice in the performance of the Purchase Order. Supplier further agrees to execute any documents reasonably requested by Buyer to effectuate this assignment and for Buyer to obtain the exclusive patent rights in such invention.

21. RELEASE OF NEWS INFORMATION AND ADVERTISING. Supplier shall not, without the prior consent in writing of Buyer, which may be withheld in Buyer's sole discretion: (a) make any news release, public announcement, denial or confirmation of all or any part of the subject matter of this Purchase Order, (b) in any manner advertise or publish the fact that Buyer has placed this Purchase Order, or (c) disclose the terms and conditions of this Purchase Order or any written agreement that accompanies this Purchase Order.

22. SEVERABILITY. In the event that any term or provision of these Terms and Conditions shall be held to be invalid, void or unenforceable, then the remainder of these Terms and Conditions shall not be affected, impaired or invalidated, and each such term and provision of these Terms and Conditions shall be valid and enforceable to the fullest extent permitted by law.

23. CHOICE OF LAW. The Purchase Order and these Terms and Conditions, all rights and obligations between Buyer and Supplier and any and all claims (whether arising in contract or tort) arising out of or relating to the subject matter of the Purchase Order and these Terms and Conditions shall be governed by the laws of the State of New York, without regard to conflict of laws principles. The United Nations Treaty on the Convention of International Sale of Goods shall expressly not apply to these Terms and Conditions. Any litigation or other legal proceeding of any kind based upon or in any way related to the Purchase Order and these Terms and Conditions, its subject matter, or the rights or obligations of Buyer and Supplier, shall be brought and remain exclusively in an appropriate court of competent jurisdiction (state or federal) located in any of the following jurisdictions: Orange County, California; Hamilton County, Ohio; New York County, New York. Supplier and Buyer hereby each consent to and acknowledge the sufficiency of service of process by mail or nationally-recognized overnight courier. Any grounds for objection to venue or to the personal jurisdiction of the above-mentioned courts are hereby waived. The provisions of this Paragraph shall survive the delivery of any Product or the performance of any Service.

24. CODE OF ETHICS. In carrying out the Purchase Orders, Supplier agrees to comply with the ethics and principles of conduct enunciated by Buyer's ultimate parent as part of its Code of Ethics published on Buyer's ultimate parent's website (www.luxottica.com), as updated from time to time. Supplier acknowledges and agrees that the Code of Ethics constitutes an integral and substantive part of these Terms and Conditions.

25. AUDIT RIGHTS. To verify compliance with any Purchase Order or these Terms and Conditions (including, without limitation, compliance with Buyer's Code of Ethics), Buyer reserves the right, by itself or through its designated representatives, to periodically inspect Supplier's records, physical facilities, processes and quality control procedures. Buyer shall provide reasonable advance notice to Supplier in the event Buyer intends to conduct an audit.

26. ENTIRE AGREEMENT-AMENDMENTS. The Purchase Order and these Terms and Conditions, together with any documents that may be attached hereto and made a part hereof, which are hereby incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior proposals, negotiations, representations, communications, writings and agreements (whether oral or written) between the parties with respect to the subject matter hereof. No modification or amendment of the Purchase Order and these Terms and Conditions shall be effective unless in writing executed by Buyer and Supplier.

27. GOVERNMENT CONTRACTING.

For purposes of this Section 27 of the Terms and Conditions, the term #Contractor# refers to Supplier and the term #subcontractor# refers to any of Supplier's subcontractors.

If applicable, 41 CFR 60-300.5(a) and the following paragraph apply to these Terms and Conditions:

This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

If applicable, 41 CFR 60-741.5(a) and the following paragraph apply to these Terms and Conditions:

This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

To the extent applicable, the Supplier agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

If applicable, the following clauses are incorporated herein by reference and shall predominate in the event of conflict with any other provision of the Purchase Order and these Terms and Conditions unless specifically noted. The referenced clauses are set forth or referred to in the Federal Acquisition Regulation (#FAR#) and Department of Defense FAR Supplement (#DFARS#). In order to make the context of these clauses applicable to the Purchase Order and these Terms and Conditions, the term #Contract# in all such clauses shall mean the Purchase Order and these Terms and Conditions, and the term #Contracting Officer# shall mean Buyer unless otherwise specified. The terms #Government# and #Contracting Officer# do not change (1) in the phrases #Government Property, # #Government-Owned Property, # #Government Equipment, # #Government-Furnished Property, # and #Government-Owned Equipment;# (2) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or his duly authorized representative; (3) when access to proprietary financial information or other proprietary data is required; (4) when title to property is to be transferred directly to the Government; (5) where specifically modified as noted below; and (6) in DFARS 252.227-7015.

The full text of FAR clauses can be found at <http://acquisition.gov/comp/far/index.html> and the full text of DFARS clauses can be found at <http://www.acq.osd.mil/dpapr/dars/dfarspgi/current/index.html>. Notwithstanding the specifically enumerated clauses and any other agreement to the contrary between the parties, Buyer reserves the right to require Supplier to comply with any additional obligations related to or arising from Buyer's current or future obligations with governmental entities.

FAR Clauses: The following provisions of the FAR are incorporated by reference as if set forth in full and shall apply to Supplier to the extent applicable:

- a) 52.203-13 Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)). In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
- b) 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the Purchase Order is funded under the Recovery Act.
- c) 52.219-8 Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), if the Purchase Order offers further subcontracting opportunities. If the Purchase Order (except Purchase Orders to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the Supplier must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- d) 52.222-17 Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- e) 52.222-26 Equal Opportunity (Mar 2007) (E.O. 11246).
- f) 52.222-35 Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a)).
- g) 52.222-36 Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- h) 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
- i) 52.222-41 Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- j) 52.222-50 Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- k) 52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

- l) 52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- m) 52.222-54 Employment Eligibility Verification (Aug 2013).
- n) 52.225-26 Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- o) 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- p) 52.244-6 Subcontracts for Commercial Items (Dec 2013).
- q) 52.246-2 Inspection of Supplies # Fixed-Price (Aug 1996).
- r) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

DEARS Clauses: The following provisions of the DFARS are incorporated by reference as if set forth in full and shall apply to Supplier to the extent applicable:

- a) 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).
- b) 252.225-7039 Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- c) 252.227-7015 Technical Data#Commercial Items (SEP 2011), if applicable (see 227.7102-4(a)).
- d) 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).
- e) 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (JAN 2009) (Pub. L. 110-329, Division E, Section 108).
- f) 252.246-7003 Notification of Potential Safety Issues (JAN 2007).
- g) 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- h) 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).