

## TERMS AND CONDITIONS OF SALE

Unless otherwise agreed in writing between the parties Optipak Ltd ("the Company") shall sell and the Buyer shall purchase goods, in accordance with any order of the Buyer, which is accepted by the Company, subject to these Conditions which shall be to the exclusion of any other terms and conditions. "Goods" shall include: solutions, contact lenses, contact lens aftercare products or any other product marketed by the Company and its affiliates.

### 1. ACCOUNT APPLICATION

An account application form shall be filled out and signed by the Buyer and a Optipak representative confirming all details including bank details and consent granted to verify the said details with the specified bank.

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### ORDER PROCESS

Minimum order level for contact lens solution orders is a total mixed product quantity of 108 bottles in addition to any starter packs, contact lenses and contact lens cases.

All solution products must be ordered in full cartons. Risk of damage to or loss of goods shall pass to the Buyer at the time of delivery of the goods to the Buyer's premises or such other premises as may be designated.

The Company shall be entitled to recover the price plus VAT notwithstanding that the property in any of the goods has not passed from the Company.

### NON CANCELLATION

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No order which has been accepted by the Company may be cancelled by the Buyer.

### 4. CARRIAGE CHARGES

Carriage Charges for contact lens solutions within the UK is free of charge, subject to clause 2 above. Please refer to Optipak's price list for full details of contact lens carriage charges.

### 5. PAYMENT TERMS

Payment is strictly monthly account where payment is due the month following delivery of the "Goods". The Company shall be entitled to recover the full price plus VAT, notwithstanding that the property in the goods has not passed to the Buyer.

## 6. INTEREST ON OVERDUE ACCOUNTS

Any failure to make a payment by the Buyer by the due date will entitle the Company to charge the Buyer interest on the overdue outstanding amount at the rate of 5% per annum above the current published Barclays Bank PLC base rate, until payment is made in full, together with any costs incurred by the Company in obtaining payment.

## 7. RETENTION OF TITLE IN THE GOODS

Notwithstanding delivery and passing of risk in the goods, property shall not pass to the Buyer until the Company has received payment in full from all goods sold to the Buyer for which payment is due.

## 8. STOCK LIEN/OWNERSHIP

If persistent payment delays are experienced, the Company retains the right to request the Buyer to deliver up, to the Company, such existing stock not sold by the Buyer. If the Buyer fails to do so the Company may enter upon

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any premises owned, occupied or controlled by the Buyer or any third party where the goods are situated and repossess the goods.

## 9. RESALE OF GOODS

To ensure contact lens wearers are offered correctly fitted lenses and provided with advice on aftercare, the Company is committed to ensuring that an optician is involved at all relevant times during the supply of the goods to users. As part of this commitment, the Company has a strict policy of supplying its goods only to approved optical outlets. An approved optical outlet is a reputable business providing eye care services, operating at least one physical retail outlet, at which (a) customers can be fitted with contact lenses and (b) at least one registered medical practitioner, registered optometrist or registered dispensing optician is present at all times, with whom customers can consult.

An outlet will not be an approved optical outlet if it only operates online, or if its core business is not the provision of eye care services (such as a supermarkets, pharmacies or department stores, provided that a concession or department within a supermarket, pharmacy or department store may qualify as an approved optical outlet if it meets the criteria above).

The Buyer undertakes not to resell goods other than to (i) its retail customers or (ii) other approved optical outlets.

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## RETURNED GOODS

Returned goods are only permitted at the discretion of the Company. Unauthorised returns will not be accepted. Returned goods must be consigned at carrier's risk being responsible for damage incurred in transit.

Contact Lenses may be returned for exchange or credit within 90 days of the original invoice date. Returned lenses must have at least 12 months shelf life, and be in a resalable condition.

Contact Lens returns must be accompanied with a Optipak Contact Lens Return Form. For full details of how to return contact lenses to Optipak please visit [www.Optipak.co.uk](http://www.Optipak.co.uk) or contact Optipak Customer Care Department on 020 8 322 4222.

#### DAMAGE

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#### 11.

If a consignment is damaged in any way it should be signed for as "Damaged" and the carriers notified in writing within 3 days. The Company should be informed at the same time to enable a claim for damage to be lodged. The Company cannot accept responsibility if these regulations are not followed.

#### 12. LOSS

In the event of non-delivery, no claim can be entertained unless notice of non-delivery reaches the Company within 14 days of receipt of invoice.

#### 13. APPLICABLE LAW

This Agreement shall be governed under the Laws of England and Wales.

#### 14. ARBITRATION

Any dispute arising in connection with this Agreement, which cannot be settled amicably, shall be finally settled by way of arbitration under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be London and the arbitration award shall be final and binding on the Parties.