

TERMS OF BUSINESS OF COOPERVISION CONTACT LENS MALAYSIA SDN BHD (Supplier)

DEFINITIONS

In these Terms, the following definitions apply:

Applicable Medical Device Law: all applicable laws, statutes, regulations, orders, regulatory guidance, standards, directions, codes or other similar regulatory instrument issued by Competent Authority, in the Permitted Area, relating to the importation, sale, offer for sale, distribution, labelling, advertising, handling, transportation and all other commercial activities of the Products, including the Medical Device Act 2012, Medical Device Regulations 2012, Optical Act 1991, Optical Regulations 1994, Code of Practice for Optometrist and Opticians, Guidelines for Online Sale of Optical Appliances and Contact Lenses, Good Distribution Practice for Medical Devices, the Essential Principles of Safety and Performance of Medical Devices, in each case as amended, consolidated, re-enacted or replaced from time to time; **Business Day:** a day (other than a Saturday, Sunday or public holiday in Malaysia); **Contract:** as defined in Clause 1.2; **Change of Control:** the sale of all or substantially all of the assets of a Party; any merger, consolidation, amalgamation, acquisition or any other combination of a Party with, by or into another company; or any change in the ownership of more than fifty percent (50%) of the capital stock or other ownership interests of a Party; in each case in one or more related transactions; **Competent Authority:** any ministry, governmental department or authority or other regulatory agency responsible for regulating the marketing or distribution of medical devices (including the Product) in the relevant territory, including the UK Medicines and Healthcare Products Regulatory Agency and the European Commission, the Ministry of Health of Malaysia, the Medical Device Authority and the Malaysia Optical Council; **Customer:** the person, firm, or company that purchases Products from the Supplier under these Terms; **Data Protection Law:** all applicable data protection and privacy legislation in Malaysia including the General Data Protection Regulation ((EU) 2016/679) (the **GDPR**), the Malaysia Personal Data Protection Act 2010; **Delivery:** as defined in Clause 3.2; **Despatch Date:** as defined in Clause 3.1; **Due Date:** as defined in Clause 8.3; **Group:** the Supplier, its subsidiaries or holding companies from time to time and any subsidiary of any such holding company from time to time; **IPR:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; **Order:** as defined in Clause 1.1; **Parties:** the Customer and the Supplier and each of them a **Party**; **Price:** as defined in Clause 8.1; **Permitted Area:** as defined in Clause 3.12.1(a); **Products:** any products supplied or made available by the Supplier to the Customer; and **Terms:** the terms and conditions set out in this document.

INTERPRETATION

Words defined in Data Protection Law shall have the same meaning when used in these Terms.

A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

Any reference to **writing** or **written** excludes email unless otherwise expressly stated.

1. ORDER PROCESS AND CONTRACT FORMATION

1.1 **Orders:** An order placed using the Supplier's approved sales channels will constitute an offer by the Customer to buy the Products in accordance with these Terms (**Order**). The Supplier may accept or decline an Order in whole or in part at its absolute discretion.

1.2 **Acceptance of an Order:** Following receipt of an Order, the Supplier may provide an Order acknowledgement. The acknowledgement is only to confirm the Order has been received and shall not constitute acceptance of the Order by the Supplier. No part of an Order shall be deemed to be accepted by the Supplier, and the Supplier shall have no obligation to supply any Products, unless and until the Supplier issues a formal written acceptance to the Customer for such Order (including by email or other electronic communication), or otherwise begins to fulfil the Order, at which point it will become a **Contract**. The Parties shall use the Order number in all correspondence relating to the Contract.

1.3 **Changing a Contract:** The Customer shall not be entitled to amend or cancel a Contract unless expressly agreed by the Supplier.

1.4 **Returns Policy:** Products may only be returned (in addition to where they are defective (in which case Clause 10 shall apply), or recalled by the Supplier (under Clause 11) at the Supplier's discretion, subject to, and in accordance with, the Supplier's returns policy appended as **Exhibit A**, and as amended or updated by the Supplier from time to time.

1.5 **Terms:** These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any other correspondence or documents that the Parties use for the ordering of Products or administration will be for administrative convenience only and any terms and conditions included on such forms will not apply.

1.6 **Changes to Terms:** These Terms may be amended or updated by the Supplier from time to time, and the Customer will be subject to the current version of the Terms at the time the Contract is made.

2. CUSTOMER'S OBLIGATIONS

2.1 The Customer will:

a) only sell, ship, or otherwise make available the Products to individual end-consumers in Malaysia, and will not, except with the prior written consent of the Supplier, directly or indirectly sell, ship, distribute or otherwise make available Products to any public or private entity or business, including without limitation, any distributors or resellers within or outside Malaysia (the **Permitted Area**). The Supplier may request evidence and/or conduct a periodic audit of the Customer to ensure compliance with this obligation;

b) not sell or require or obtain payment from any third party for Products provided by the Supplier for use only as trial or sample Products unless otherwise agreed in writing by the Supplier (including by email) and only as permitted by applicable laws, regulations and requirements. In relation to such trial or sample Products, the Supplier: (i) reserves the right to charge the Customer for their supply (including freight); and (ii) the Customer acknowledges that they are supplied at Supplier's sole discretion;

c) notify the Supplier immediately of any serious incident or incident (or suspected serious incident or incident) relating to the Products together with details of the incident, the name(s) of any affected end user(s), and the country into which Products were sold. In these Terms, serious incident and incident shall also refer to an adverse event, and "serious incident", "incident" and "adverse event" will have the meanings given to them in the Applicable Medical Device Laws. The Customer agrees to co-operate with the Supplier at all times with monitoring the safety, performance and recall of the Products. The Customer will maintain a list which contains details of the Products sold by the Customer, the name and address of the end users (if applicable) and the country into which the Products have been sold, which will be made available to the Supplier promptly on request;

d) in addition to the requirement in Clause 2.1(c), to enable the Supplier to meet its legitimate business interests, including without limitation, compliance monitoring, inventory management, business strategy optimization, market insights, and allocation of internal sales commission effectively, the Supplier may request a report from the Customer (in the format provided by the Supplier) including details of any Products returns and rebilling, information relating to promotion administration, quantity of Products sold on per Product and per Customer basis, and detailing the quantity (on a country by country basis (and/or a region by region or store by store basis) of its onward sales of Products (excluding resale pricing);

e) comply with all applicable laws, regulations, and professional codes relating to the Products governing their purchase, use and sale in the country of destination (including the Applicable Medical Device Laws). The Supplier may take any reasonable steps it deems necessary to verify the Customer's compliance with its obligations under this Clause; and

f) notify the Supplier in writing in advance of any intended Change of Control of the Customer.

2.2 The Customer represents, warrants, and agrees that:

a) the Customer is, or employs on its premises a licensed eye care professional in good standing and duly authorized to fit, prescribe, and dispense contact lenses in the location(s) in which the Customer does business;

b) the Customer will not sell the Products without prescription from eye care professional in good standing and duly authorized to fit, prescribe, and dispense contact lenses in the location(s) in which the Customer does business; and

c) any online or e-commerce orders will be serviced by the Customer and/or its affiliate(s) in compliance with all applicable laws and regulations, and only through the Customer's or the Customer's affiliates' official websites or official online stores authorised by the Supplier in writing, and that any online and internet-based orders will not be shipped by the Customer or its affiliate to any address outside the Permitted Area.

2.3 **Effects of non-compliance:** If the Customer sells, ships, distributes, or otherwise makes available the Products or any part thereof outside the Permitted Area, then (i) it will be liable for any damages incurred by the Supplier and its Group resulting from any breach of this obligation by the Customer; (ii) the Customer's entitlement to rebates and/or price adjustments (if any, authorised in writing by the Supplier) shall be forfeited; and (iii) the Customer shall be liable for infringement of the

Supplier IPR, for which the right of use by the Customer is limited to the Permitted Area.

3. DELIVERY

3.1 **Time Frame:** The Supplier will use reasonable endeavours to despatch the Products by the date confirmed by the Supplier in the Contract or otherwise notified to the Customer (the **Despatch Date**). The Parties agree that the Despatch Date is an estimate and time will not be of the essence.

3.2 **Location:** Delivery of the Products will be complete when the Products have been delivered at the Customer's designated premises (**Delivery**).

3.3 **Instalments:** The Supplier may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other Contract or instalment.

3.4 **Acceptance:** Each shipment of Products will be deemed to have been accepted by the Customer unless the Customer reports any damage or shortfall (other than hidden defects) in the Products within three (3) Business Days of receipt. Unless so notified, the quantity of any consignment upon despatch, as recorded by the Supplier, will be conclusive evidence of the quantity received by the Customer.

3.5 **Delay:** Except as set out in Clause 3.7 and Clause 17, if the Supplier has not despatched the Products (or any of them) by the Despatch Date then:

a) the Customer may notify the Supplier in writing of the delay and require Delivery within two (2) months of such notice; and

b) if Delivery of those Products does not take place within that extended period then the Contract (or the relevant part of it) will be deemed cancelled unless the Parties mutually agree that the Contract will be extended, and the Customer may obtain similar products from an alternative supplier in respect of such Contract (on the condition that it notifies the Supplier in advance in writing).

3.6 The Parties agree and acknowledge that Clause 3.5 sets out the Customer's only remedy for any delay or failure by the Supplier to Deliver Products (in whole or in part) and any such delay or failure will not be a breach of these Terms. The Supplier will not be liable for any loss or damage arising from or relating to the Supplier's delay or failure to Deliver Products including (without limitation) the Customer's costs of obtaining similar products from an alternative supplier.

3.7 **Delays caused by the Customer:** If the Customer fails to collect, or fails to accept any shipment of the Products or Delivery is delayed due to a failure by the Customer to provide any information or instructions reasonably requested by the Supplier then:

a) risk will be deemed to have passed to the Customer on the Despatch Date; and

b) the Customer will reimburse the Supplier for any additional costs incurred (including for interim storage).

4. TITLE AND RISK

4.1 Title and risk in the Products will pass to the Customer on Delivery.

5. REMOVING OR CHANGING PRODUCTS

5.1 The Supplier will be entitled at any time without liability to the Customer to cease to supply all or any Product or change the design, materials, mode of manufacture, specifications, production, packaging, labelling or any other element of any Product.

6. EXCLUSIVITY

6.1 The Supplier will be the sole and exclusive supplier to the Customer of the Products, and subject to Clauses 3.5 and 17.2, the Customer will not purchase any of the Products from any third party.

7. INSOLVENCY

7.1 If the Supplier, acting reasonably, has reason to believe the Customer has or will become insolvent or bankrupt (as the case may be) or ceases, or threatens to cease, to carry on business, then without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel any Contract or suspend any further deliveries under a Contract without any liability to the Customer.

8. PRICE AND PAYMENT

8.1 The Customer will pay the price specified in the Contract (**Price**) or, if no price is quoted, the price set out in the Supplier's price list as at the date of Delivery. The Price will be payable in the currency specified in the invoice and is exclusive of: (i) the costs of additional or bespoke packaging; and (ii) value added tax (if applicable); which will be added to the Price, and shall be payable by the Customer in accordance with this Clause 8. The Supplier reserves the right to charge costs of transportation to the Customer's designated premises (where applicable), and insurance of the Products during transit, separately.

8.2 The Supplier may increase the Price of any Product on thirty (30) days' prior written notice (including by email) to the Customer.

8.3 The Customer will make all payments within thirty (30) days of the date of each invoice unless otherwise stated in the invoice (**Due Date**). Time for payment will be of the essence. Payments will only be deemed received once the Supplier has received cleared funds. Billing adjustments must be requested by the Customer within fifteen (15) days of receipt of monthly statements from the Supplier, failing which, the monthly statement shall be deemed to be accurate.

8.4 All sums payable by the Customer will be paid free and clear of all deductions or withholdings.

8.5 If the Customer fails to make any payment by the Due Date then:

a) the Customer will pay interest on the unpaid amount (and any associated costs incurred by the Supplier) at a rate of 5% per annum above the base rate of the Supplier's receiving bank from time to time. Interest will accrue on a daily basis, from the Due Date until payment by the Customer and will be payable by the Customer on demand;

b) the Supplier and its Group shall be entitled to suspend delivery of all Products to the Customer until any outstanding amount has been paid in full; and

c) the Customer will be liable for all costs incurred by the Supplier in recovering the unpaid amount from the Customer.

8.6 The Prices offered under these Terms will apply only to the purchase of Products by the Customer. If the Customer acquires the business and assets of a third party (or the majority or entirety of shares in such third party), the third party shall only be entitled to order under these Terms with the Supplier's prior written consent.

9. PRODUCT WARRANTY

9.1 The Supplier warrants that on Delivery, the Products will be free from defects in design, materials or workmanship. The Supplier will not be liable for a breach of this warranty where:

a) the Customer allows any further use of such Products after giving notice of any defects to the Supplier under Clause 10; or

b) the defect arises because the Customer has breached its obligations under Clause 10 or Clause 11.1.

10. DEFECTIVE PRODUCTS

10.1 If the Customer identifies that the Products do not comply with the warranty in Clause 9, it will notify the Supplier within five (5) Business Days and return the Products to the Supplier for inspection. If the Supplier confirms the defect in the relevant Products, the Supplier will, at its sole discretion and subject to Clause 10.2, rectify the defect by replacing the defective Products with the same or substantially similar products as soon as reasonably possible. Any replacement Products supplied to the Customer in accordance with this Clause 10.1, will be subject to these Terms.

10.2 If, having used commercially reasonable efforts, the Supplier is unable to provide replacement Products under Clause 10.1, then the Supplier will provide the Customer with a credit note or a refund (at the Supplier's sole discretion) equivalent to the Price paid for the affected Products.

10.3 Except as provided in this Clause 10, the Supplier shall have no liability to the Customer for any failure of the Products to comply with the warranty set out in Clause 9.

10.4 Any claim under the warranty in accordance with this Clause 10 will not entitle the Customer to cancel or refuse delivery of or payment for any other Contract, delivery or instalment.

11. SAFETY AND PRODUCT RECALL

11.1 The Customer will:

a) comply at all times with, and will refer its employees, customers and/or end users to, any Product information, instructions or guidelines provided by the Supplier concerning storage, application, handling, treatment, maintenance and use of the Products. The Supplier will not be liable to the Customer for any failure to store or otherwise handle the Products in accordance with information, instructions or guidelines provided by the Supplier; and

b) not modify or in any way interfere with Products (including by opening, tampering with, splitting up, re-packaging Products or altering any labelling (except with the Supplier's express written instructions).

11.2 **Complaints Process:** The Customer will immediately notify the Supplier of any complaints or other reports concerning the Products and will comply with all instructions from the Supplier regarding such complaints or reports. Any notification to a competent authority as a result of a quality or safety issue relating to Products (including any serious incident or incident) will be made by the Supplier, except where the Customer does so in accordance with explicit written instructions from the Supplier. In these Terms, serious incident and incident shall also refer to an adverse event, and "serious incident", "incident" and "adverse event" will have the meanings given to them in the Applicable Medical Device Laws.

11.3 **Recall Process:** The Supplier may at its sole discretion:

a) recall any Products already sold to the Customer or its

customers (and either refund or credit the Price paid or replace the Products with the same or substantially similar products); or
 b) issue a notice to the Customer about the manner and use of any Product already sold to the Customer or its customers;
 and in each case, the Customer will fully and promptly cooperate with the instructions of the Supplier in the notice. The Customer will only initiate a recall with its customers or any end users where it is acting on the express written instructions of the Supplier.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 All IPR in or arising out of or in connection with the Products will be owned by the Supplier or its Group.

12.2 **Trademarks:** The Supplier grants to the Customer a non-exclusive, revocable right to use the Supplier's name and trade marks (**Trade Marks**) on sales literature, point of sale materials and advertisements for the promotion of Products in accordance with these Terms and any brand guidelines made available by the Supplier.

12.3 Except as authorised in these Terms, the Customer will not use, apply to register or allow or encourage others to use or apply to register any of the Trade Marks or any other name or trade mark similar to those of the Supplier, its Group and/or the Products.

12.4 The Customer will not, without the Supplier's prior written consent:

a) alter, add to, deface or remove in any manner: (i) any packaging or labelling of the Products including but not limited to removing lens Products from their blisters or otherwise tampering with any packaging; (ii) the Trade Marks or any other name whether attached or affixed to the Products or their packaging or labelling;

b) use, in relation to the Products, any trade marks other than the Trade Marks; or

c) use or register domain names that include the Trade Marks.

12.5 The Customer will promptly notify the Supplier of any actual, threatened or suspected infringement of IPR coming to its notice.

13. INDEMNITY

13.1 The Customer will indemnify the Supplier, the Supplier's Group and their respective directors, officers, employees, sub-contractors and agents (the **Supplier Indemnified Parties**) against any and all claims, liability, damages, losses, fines, penalties, expenses and costs (including legal costs on a full indemnity basis) that the Supplier Indemnified Parties sustain or incur as a result, directly or indirectly, of any action, claim or proceeding that arises from a breach by the Customer of its obligations under Clauses 2.1(e), 11, 12 and/or 16.

14. CONFIDENTIALITY

14.1 Each Party (the receiving party) will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the other Party (the disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, products and/or services which the receiving party may obtain. The receiving party will only disclose such confidential information to those of its employees, agents or subcontractors who need to know it for the purpose of performing the receiving party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors comply with the obligations set out in this Clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required by law, any governmental or regulatory authority or by a court of competent jurisdiction.

15. LIMITATION OF LIABILITY

15.1 Nothing in these Terms will limit or exclude any liability which cannot legally be limited or excluded, including but not limited to liability for:

a) death or personal injury caused by negligence;
 b) fraud or fraudulent misrepresentation; or
 c) for any other liabilities that cannot be excluded under the applicable laws.

15.2 Subject to Clause 15.1:

a) the Supplier will not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any Contract or these Terms;

b) except as expressly set out in these Terms, all other conditions, warranties or other terms which might be implied or incorporated into these Terms or a Contract, whether by statute, common law or otherwise, including implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable care and skill are excluded; and

c) the Supplier's total aggregate liability to the Customer in respect of all other losses arising under, or in connection with, a Contract, whether in contract, tort (including negligence), or otherwise, and including (without limitation) loss of data or data breaches, shall in no

circumstances exceed the Price of the Products paid or to be paid under the Contract.

16. DATA PROTECTION

16.1 In this Clause 16, all references to "personal data" shall also refer to "personal information", and "personal data" and "personal information" will have the meanings given to them in the Data Protection Law (as applicable). The Parties share the opinion that for the purposes of Data Protection Law and in connection with the Terms:

(a) the Customer and the Supplier are independent controllers of personal data collected by the Customer and provided to the Supplier under Clauses 2.1(c) and 11, and the transfer of that data will be on a controller to controller basis; and

(b) the Supplier will be the processor of the Customer (as controller) for any personal data of an end user received from the Customer and processed by the Supplier to deliver the Products directly to those end users (where applicable) or allow the Customer to identify an Order (**Customer Personal Data**).

A detailed description of the data processing activities to be undertaken by the Supplier as contemplated by paragraph (b), including the Customer Personal Data concerned, is set out below:

Details	Description
Subject matter, nature and purpose of the Personal Data processing:	Subject Matter: Processing of Customer Personal Data to the extent necessary for the delivery of the Products to the end user or the Customer; and aggregation/anonymization of Customer Personal Data by the Supplier to perform analytics, including to improve the delivery services to end users. Nature: Processing activities including acquiring, processing, storing, aggregating, anonymizing and analyzing will be undertaken by the Supplier. Purpose: To enable the delivery of the Products to end users or for the Customer's identification of Orders or to improve the delivery services to end users.
Duration of the Personal Data processing:	As contemplated by these Terms.
The type of Personal Data processed:	Identifying data including titles, names, addresses and postal codes. If tracking system is offered, contact information including email addresses and telephone numbers. Information regarding the end user's ophthalmic health (including optical prescription and optical products used).
The categories of data subject:	The end users who purchase the Products from the Customer.

16.2 The Customer shall ensure that:

(a) all personal data disclosed or transferred to, or accessed by, the Supplier from the Customer is accurate and up-to-date; and

(b) all fair processing notices required under the Data Protection Law have been given, and (as applicable) all necessary consents required under the Data Protection Law have been obtained, by the Customer in accordance with Data Protection Law, to allow: (i) the Customer to disclose and, where applicable, transfer any personal data to the Supplier; and (ii) the Supplier to process the personal data, as envisaged under the Terms.

16.3 The Customer and Supplier each agree to comply with their obligations under Data Protection Law with respect to the collection, use, storage, handling and processing of personal data under or in connection with the Terms.

16.4 If a Party receives any complaint, notice or communication which relates to any actual or alleged non-compliance with Data Protection Law with respect to the processing of personal data under or in connection with the Terms, that Party shall without undue delay notify the other Party in writing and the Parties shall cooperate with one another to resolve the same.

16.5 Where the Supplier acts as a processor of the Customer (as contemplated by Clause 16.1(b)), the Supplier shall:

(a) only process the Customer Personal Data on the documented instructions of the Customer to perform its obligations under the Terms, save that the Supplier may process the Customer Personal Data if required to do so by any law to which the Supplier is subject and, in such a case, the Supplier shall (to the extent permitted by applicable law) inform the Customer of that legal requirement;

(b) immediately inform the Customer if, in the Supplier's opinion, the Customer's instruction breaches Data Protection Law;

(c) at the request of the Customer (and at the Customer's expense), provide to the Customer such reasonable assistance as is necessary for the Customer to comply with the Data Protection Laws;

(d) ensure that appropriate technical and organisational measures are in place to safeguard against the unauthorised or unlawful processing of the Customer Personal Data and against accidental loss or destruction of, or damage to, the Customer Personal Data and such measures shall, at a minimum, meet the requirements of the applicable Data Protection Laws;

(e) ensure that any of its personnel who are authorised to process the Customer Personal Data are bound by a duty of confidence to maintain the confidentiality of the Customer Personal Data;

(f) on conclusion of the Customer Personal Data processing activities contemplated by the Terms, the Supplier will (as directed by the Customer) securely return or securely destroy the Customer Personal Data and all copies held by or on behalf of the Supplier, unless the Supplier is required to keep such Customer Personal Data for its compliance with applicable law; and

(g) provide the Customer with all information reasonably requested to demonstrate compliance with this Clause 16 and allow for audits by the Customer or the Customer's designated auditor. Any costs and expenses incurred by the Supplier in assisting the Customer with each audit shall be borne by the Customer.

16.6 The Customer consents to the Supplier appointing third-party processors of Customer Personal Data. The Supplier shall inform the Customer of any intended changes concerning the addition or replacement of other third-party processors, thereby giving the Customer the opportunity to object to such changes. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement providing equivalent protection to the Customer Personal Data. The Supplier shall remain responsible for the acts and omissions of its sub-processors.

17. FORCE MAJEURE

17.1 The Supplier will not be in breach of these Terms or liable for delay in performing, or failure to perform, any of its obligations under a Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control (**Force Majeure Event**). In such circumstances the Supplier reserves the right to defer the Despatch Date or cancel the Contract.

17.2 If the Supplier is prevented from performing its obligations under a Contract due to a Force Majeure Event for ninety (90) days or more, then the Customer may obtain similar products from an alternative supplier in respect of such Contract (on the condition that it notifies the Supplier in advance in writing).

18. ANTI-BRIBERY

18.1 Each Party will comply with its obligations under the Anti-Bribery and Corruption Laws and, in any event, will not act in such a way which may breach the other Party's responsibilities under the Anti-Bribery and Corruption Laws. **Anti-Bribery and Corruption Laws** means all applicable laws, statutes, regulations, orders, regulatory guidance, standards, directions, codes or other similar regulatory instrument issued in the Permitted Area, relating to anti-bribery and anti-corruption including, but not limited to the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, the Malaysian Anti-Corruption Commission Act 2009, in each case as amended, consolidated, re-enacted or replaced from time to time.

19. GENERAL

19.1 If the Customer receives any communication from a competent authority or regulator which relates to the Products or these Terms, then, to the extent permitted to do so, the Customer will immediately notify the Supplier in writing and provide a copy of the same.

19.2 These Terms and each Contract made under them is between the Supplier and the Customer and shall not, and cannot, be assigned (or otherwise transferred) by the Customer without the Supplier's prior written consent.

19.3 Any notice to either Party under these Terms or any Contract will be in writing, in English and addressed to the Party at its registered office (if it is a company) or its principal place of business (in any other case), and will be delivered personally, sent by pre-paid first class post or commercial courier. The provisions of this Clause will not apply in relation to communications between the Parties which may be sent by email.

19.4 Nothing in these Terms will confer upon any third party any right or benefit.

19.5 No failure or delay by either Party in enforcing or exercising any right or remedy under these Terms or by law will constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy. No waiver or discharge of any kind will be valid unless in writing and signed by an authorised representative of the relevant Party.

19.6 If a court of competent jurisdiction or other competent body decides that any provision of these Terms is void or otherwise unenforceable but would be valid and enforceable if appropriately modified then such provision will apply with the minimum modification necessary to make it valid and enforceable. If such a provision cannot be so modified, the provisions invalidity or unenforceability will not affect or impair the validity or legal effect of any other provision of these Terms.

19.7 Nothing in these Terms is intended to create a joint venture, agency relationship or partnership between the Parties. Except as expressly authorised in these Terms, neither Party has any authority to, and will not act, make representations or contract on behalf of the other Party.

19.8 Except in the case of fraud or fraudulent misrepresentation:

a) each Contract (incorporating these Terms) sets out the entire agreement between the Parties and supersedes all prior representations, agreements, negotiations or understandings between them relating to the subject matter of that Contract including, without limitation, the Products supplied or to be supplied to the Customer; and

b) the Customer acknowledges that, in entering into any Contract, it has not relied on any statement, representation, assurance or warranty other than those expressly set out in these Terms.

19.9 Neither acceptance of an Order, nor any course of dealing with the Supplier will cause the Customer to become a distributor of the Supplier or have any ongoing right to purchase Products from the Supplier. The Supplier reserves the right to terminate the Contract at any time.

19.10 **Law and jurisdiction:** Each Contract made under these Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed with the laws of Malaysia to the exclusion of the United Nations Convention on Contracts for the International Sales of Goods. Each Party irrevocably agrees that the courts of Malaysia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and each Contract made under them, their subject matter or formation (including non-contractual disputes or claims).

Exhibit A **Returns & Exchange Policy**

Returns:

Returns are not permitted except under the following conditions, and if so, at CooperVision's sole discretion:

- Products damaged in transit (where CooperVision is responsible for the costs of transportation of Products)
- Products ordered erroneously by CooperVision
- Products delivered erroneously by CooperVision
- Special circumstances approved at the sole discretion of CooperVision

CooperVision may in its sole discretion issue a power exchange, credit note or refund for the returned lenses.

Un-opened Power Exchange:

Only if permitted by CooperVision in its sole discretion, un-opened, un-expired products may be exchanged for different power for the same lens type only (e.g. Biofinity for Biofinity, Biomedics 1 day Extra for Biomedics 1 day Extra) and must be a product currently offered for sale by CooperVision (i.e., not discontinued). To submit an exchange request, follow the procedure outlined below.

Returns and Exchange Procedure:

- Contact CooperVision to obtain authorization of the return or complete a Credit Request Form (further details below). Any returns which are not authorized or accompanied by a completed credit request form will not be accepted.
- Products damaged in transit or ordered/shipped in error must be reported to CooperVision within 3 business day from receipt of products.
- All products must be physically returned to CooperVision within 7 business days (except where products are defective or recalled by CooperVision) as follows:
 - For Returns, from date of CooperVision's confirmation of acceptance of the return request.
 - For Exchanges, from date of receipt of replacement goods.

- Any product returned, for any reason, remains the property of the customer until received by CooperVision. Returned products should be returned by a traceable shipping method to protect against loss.
- All products returned must carry a minimum shelf life of 6 months before the expiration date (except where products are defective or recalled by CooperVision).
- All products returned must be in their original packaging and in a resaleable condition (as determined by CooperVision, acting reasonably) (except where products are defective or recalled by CooperVision). **Any product received in un-resaleable condition (defaced, marked, damaged, etc) will not be accepted for a return or an exchange and will be destroyed or shipped back to customer at customer's request and customer's cost.**

For general credit enquiries please contact Customer Services of CooperVision.