

UK Soft Contact Lens + Lens Care Terms & Conditions

TO ORDER OR FOR MORE INFORMATION

Telephone: **0845 602 2350** Fax: **0845 602 2351**

Local rate: Customer Service Hours: *Monday-Friday 9am to 5:30pm*

Online: www.bauschonline.co.uk

Email: orderline@bausch.com

Bausch + Lomb Direct: <https://bauschandlomb.adarodirect.com> (*for Independent Practices only*)

Delivery

Standard Delivery Charges for Products (Excluding Samples):

Order Value	Charge per Shipment	Service	Leadtime
£60 and above	FREE	Standard Delivery	3-5 Business Days
Less than £60	£4.00	Standard Delivery	3-5 Business Days

The above applies to all orders of Bausch + Lomb soft contact lens and lens care products made by phone, e-mail, bauschonline.co.uk or fax

Samples

Free Freight on Soft Trial Lenses and Lens Care Starter Kits.

Please note: A charge per trial unit does apply to all PureVision® and SofLens® contact lens brands.

Trial Lens Brand	Charge per Trial Unit	Service	Leadtime
All Bausch + Lomb ULTRA® and Biotrue® ONEday brands	FREE	Standard Delivery	3-5 Business Days
All PureVision® and SofLens® brands	£2.50	Standard Delivery	3-5 Business Days

Bausch + Lomb Direct Service

Type	Charge Per Shipment
Scheduled/Subscription Shipments	£1.50
All Bausch + Lomb Direct Shipments	£3.00

Price Tiers and Eligibility

Minimum spend on all soft contact lens and lens care products in the prior rolling twelve (12) month period as per the table below:

List Price	STANDARD Price Tier	PREMIUM Price Tier	ELITE Price Tier
£0-£250 sales value	Up to £2,999 sales value Access requested via Bausch + Lomb Territory Business Manager	£3000 - £7,499 sales value	Over £7,500 sales value

Access to our price tiers is based upon the following criteria, which must be requested and request approved in writing by Territory Business Manager:

- 70% or more of purchases in the rolling twelve (12) month period are soft contact lenses
- 50% or more of purchases in the rolling twelve (12) month period are from our innovation portfolio (all Bausch + Lomb ULTRA®, Biotrue® ONEday, Biotrue® MPS, ReNu® Advanced and Boston® lens care solutions).
- All Specialty Vision Products are excluded.

Access to tiers is reviewed by Bausch+ Lomb. If the above criteria is not met Bausch + Lomb reserve the right to remove your eligibility to your price tier and apply the pricing associated with the relevant price tier.

● For information on **Bausch + Lomb Specialty Vision Products**, please email RGPsupport@bausch.com or call **01424 457900**

Q How long will I remain on my pricing tier and when will it be reviewed?

A Price tiers remain dynamic and can be reviewed by Bausch + Lomb at any time. A formal review will take place annually prior to the 1st February price review.

Q Do I have to wait for my review? What if I increase my business with you, how can I get better discounts than I am currently on?

A When your business with Bausch + Lomb grows, you may find that this increased level of loyalty to us results in your sales qualifying for a higher pricing discount tier than you are currently in. We will be flexible throughout the year in improving your pricing and moving you up to the next pricing tier.

Please speak with your Bausch + Lomb Territory Business Manager to discuss your growth associated commercial terms.

PAYMENT OPTIONS

Bausch + Lomb have partnered with SmartDebit to offer customers an innovative Direct Debit system.

BACS (UK)

BACS Payments should be made to:

Citibank United Kingdom

Account Name: **Citibank UK GBP Receipts**

Account No: **10646571**

Sort Code: **185008**

Direct Debit

To set-up a direct debit payment please call **0208 781 2840**

or email ukcredit@bausch.com

Remittance Advice

Remittance advice should be sent to:

Bausch & Lomb U.K. Ltd; 106 London Road; Kingston-upon Thames, KT2 6TN

or remittance@bausch.com

Manufacturer Guarantee

Any product which has a suspected manufacturer fault may be returned for analysis and/ or full credit or exchange.

Any product which has been incorrectly supplied and or damaged in transit will be exchanged or credited in full providing that the product is returned within 60 days from the date of invoice together with original paperwork.

Please Note: Any Bausch + Lomb product which has a suspected manufacturer fault may be returned for analysis as per our standard product complaints procedure reported via productcomplaints.uki@bausch.com

Discretionary Returns Policy

Soft Contact Lens Portfolio

Bausch + Lomb operates a discretionary returns policy for soft disposable contact lenses and will only accept return of the following products for credit or exchange:

- **6 packs excluding SofLens® 59**
- **30 packs**
- **90 packs**

Criteria for credit or exchange:

- Returned together with the original paperwork/order details.
Please Note: We are unable to process any returns without the corresponding paperwork. At a minimum we require a Bausch + Lomb Order Reference Number.
- Current product range with a minimum of 12 months shelf life
- Returned within 60 days from date of invoice
- In re-saleable condition e.g. product including packaging is unmarked and undamaged
- Excludes products originally provided as part of a promotional campaign, including short-dated stock promotional offers
- Excludes original packaging and delivery charges

Our policy is to credit at the purchase price listed on the applicable Order. This offer may be terminated at any time without prior notice. Please contact Customer Services to arrange your return and Products will be returned in accordance with the instructions provided by our Customer Service Team.

Non returnable items

Bausch + Lomb does not accept the return of these items for exchange or credit, unless it is due to a manufacturer supply error or a suspected manufacturer fault:

- All lens care products
- All trial contact lenses
- 3 packs of soft contact lenses
- SofLens® 59
- Private label products
- Fitset cabinets

Back Order Fulfillment Process

Effective 1 January 2023, all back orders 6 months or older will be automatically cancelled on a month by month basis.

When a product is not immediately available at the Bausch + Lomb Distribution Centre, the dispatch usually happens within 30 days, with the exception of PureVision® 2 for Astigmatism and Soflens® for Astigmatism.

To assist you in managing any back orders with your patients, an email will be sent to you to advise if you have any products that have reached back orders longer than 30 days.

Please Note: To enable this notification service, we do require an up to date email address.

STANDARD TERMS AND CONDITIONS UK & IRELAND

(Contact Lenses + Lens Care)

The Customer's Attention is particularly drawn to the provisions of Condition 10 (Limitation of Liability)

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

Bribery Laws: the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and any similar or equivalent anti-bribery and anti-corruption laws, codes and regulations in any other relevant jurisdiction.

Bausch + Lomb: Bausch & Lomb U.K. Limited (registered in England & Wales; registered office: One, Fleet Place, London, EC4M 7WS; registered number: 143720) with a place of business at 106 London Road, Kingston upon Thames KT2 6TN.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: these terms and conditions set out in Condition 1 to Condition 15 (inclusive).

Contract: the contract between Bausch + Lomb and the Customer for the sale and purchase of the Products incorporating these Conditions.

Delivery Date: the date specified for delivery of an Order in accordance with Condition 5.

Delivery Location: the address for delivery of the Products takes place within the UK and/or Ireland to the Customer's place of business or such other place as agreed between Bausch + Lomb and the Customer in accordance with Condition 5.

Force Majeure Event: events, circumstances or causes beyond a party's reasonable control.

Incident: any serious public health threats, serious adverse events, adverse events or other safety vigilance information, device use errors, malfunctions and abnormal use events.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case 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, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

Legal Manufacturer: means any person or legal entity with responsibility for the design, manufacture, packaging and labelling of a medical device before it is placed on the market, regardless of whether these operations are carried out by that entity itself or on its behalf by a third party.

MD Regulations: shall mean as applicable, EU Medical Devices Directive (93/42/EEC) (MDD), Medical Devices Regulation ((EU) 2017/745) (EU MDR), UK Medical Devices Regulations 2002 (UK MDR), any relevant applicable mandatory national implementation legislation in relation to MDD and/or EU MDR or UK MDR.

Order: an order for any Products submitted by the Customer in accordance with Condition 3.

Price: the price for the Products, as set out in the Price List.

Price List: the published price list by Bausch + Lomb for the Products and notified to the Customer from time to time.

Products: the products (or any part of them), as set out in the Price List or other document within the Contract.

Product Complaint: any written, electronic or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, effectiveness, or performance of a Product after the Product has been released for distribution.

Recall: removal of Product from the market or wholesalers or action taken by a legal manufacturer of the Product to reduce a risk of death or serious deterioration in the state of health associated with the use of a medical device that is already placed on the market.

Relevant Parties: Bausch + Lomb, Legal Manufacturer of the Product, the Customer, the Legal Manufacturer's Authorised Representative in EU and/or UK, and/or the Importer of the Products into the EU/UK.

1.2 **Interpretation:** (a) 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; (b) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. APPLICATION OF THESE CONDITIONS

2.1. These Conditions apply to and form part of the Contract between Bausch + Lomb and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

2.2. No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that Bausch + Lomb otherwise agrees in writing, signed by a duly authorised officer.

2.3. This Contract embodies the entire agreement between Bausch + Lomb and Customer and promises, negotiations or understandings not expressed herein shall be of no effect.

- 2.4. No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Bausch + Lomb.
- 2.5. Bausch + Lomb's employees or agents are not authorised to make any representation concerning the Products unless confirmed by Bausch + Lomb in writing
- 2.6. Any advice or recommendation given by Bausch + Lomb or any of its employees or agents to Customer, its employees or agents to storage application or use the Products which is not confirmed in writing by Bausch + Lomb, is followed or acted upon entirely at your own risk, and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.

3. ORDERS

- 3.1. Orders shall be given in writing utilising Bausch + Lomb's sales order form or in any other form that Bausch + Lomb agrees to accept from time to time. Bausch + Lomb may accept or decline Orders or amendments to orders at its absolute discretion.
- 3.2. The quantity and description of the Products shall be those set out in Bausch + Lomb's quotation (if accepted by Customer) or Customer's order (if it is accepted by Bausch + Lomb).
- 3.3. Each Order whether submitted by telephone, e-mail, fax, bauschonline.co.uk, or EDI, or other approved electronic ordering system) by the Customer to Bausch + Lomb shall be an offer to purchase the Products subject to the Contract.
- 3.4. After confirming an Order, Bausch + Lomb shall as soon as be practicable inform the Customer of Bausch + Lomb's estimated delivery date for the Order.
- 3.5. The Customer is responsible for ensuring that Orders and any applicable specification are complete and accurate.
- 3.6. Bausch + Lomb may cancel the Order before the Products are delivered at any time by giving notice in writing to the Customer. Bausch + Lomb shall not be liable for any loss or damage for such cancellation. Orders that have not been delivered within six (6) months, for any reasons, will be automatically cancelled.

4. THE PRODUCTS & SAMPLES

- 4.1. The description of the Products shall be as set out in the Price List. All drawings, descriptive matter, specifications and advertising issued by Bausch + Lomb and any descriptions or illustrations contained in Bausch + Lomb's catalogues, brochures or on Bausch + Lomb's websites are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They will not form part of this Contract.
- 4.2. Bausch + Lomb and Legal Manufacturer reserve the right to amend the specification of the Products if required by any applicable statutory or regulatory requirements which do not materially affect their quality or performance.
- 4.3. Bausch + Lomb and Legal Manufacturer reserve the right to amend the specification of the Products if required by any applicable statutory or regulatory requirements which do not materially affect their quality or performance.
- 4.4. Before making the Products available within the EEA, the UK and Switzerland, the Customer shall verify where applicable that all of the following requirements have been met: (a) the Products have been CE marked (or equivalent under UK MDR) and that an applicable declaration of conformity has been drawn up in respect of those Products; (b) the Products are accompanied by information supplied by Bausch + Lomb in relation to labelling and instructions for use; and (c) where applicable, a unique device identifier has been assigned to the Products by Bausch + Lomb. In order to meet these requirements, Customer may apply a sampling method representative of the Products supplied by Customer to its customers.
- 4.5. For the avoidance of doubt where Bausch + Lomb provides Product free of charge ("Samples"), such as lenses used by Customer for the purpose of diagnosing the correct contacts lens for their patient ("Trial Lenses"), these Conditions shall, to the extent applicable, apply to such Samples. Trial Lenses are made available at the sole discretion of Bausch + Lomb in compliance with applicable laws, regulations and codes and the internal policies of the Bausch + Lomb.
- 4.6. The Customer must not sell any Samples to any third party or treat Samples as replacement stock for any Products purchased by its customers.
- 4.7. Save as otherwise permitted to comply with any applicable legal or regulatory requirement, the Customer shall not remove, cover or alter any packaging, labelling, notices or end user instructions which are placed on or accompany the Products.

5. DELIVERY & RETURNS

- 5.1. The Price List shall specify delivery pricing and terms for the Products or as otherwise notified by Bausch + Lomb to Customer. Delivery shall take place at Delivery Location.
- 5.2. The Customer shall not be entitled to reject any delivery of the Products on the

basis that an incorrect volume of the Products has been supplied provided the volumes are within the tolerances (if any) set out in an Order.

- 5.3. The Products may be delivered by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5.4. Bausch + Lomb shall use its reasonable endeavours to meet Delivery Dates, but such dates are approximate only, and the time of delivery is not of the essence. Bausch + Lomb shall not be liable for any delay in or failure of delivery or having any Products ready for collection (as the case may be) that is caused by actions of the Customer or due to the Customers fault.
- 5.5. The Customer will report any discrepancies between Products delivered and the Products ordered within five (5) Business Days from receipt of the Products at the agreed Delivery Location, after which time the Products will be deemed to have been accepted by Customer.
- 5.6. Any liability of Bausch + Lomb for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.
- 5.7. Products that have been delivered and are in accordance with the Contract shall not be accepted for return without prior written approval of Bausch + Lomb on terms to be determined in its absolute discretion or as may be notified in Bausch + Lomb's Return Policy from time to time.
- 5.8. Any Product which has a suspected manufacturer fault or defect may must be retained and, if requested by Bausch + Lomb, returned to Bausch + Lomb for analysis. Notification of any such defect to Bausch + Lomb shall be in accordance with Condition 8 below.

5.9.

6. TITLE AND RISK

- 6.1. Risk in the Products shall pass to the Customer on delivery.
- 6.2. Title to Products shall only pass to the Customer once Bausch + Lomb receives payment in full (in cash or cleared funds) for the Products.
- 6.3. Notwithstanding Condition 6.2, the Customer may use or resell the Products in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in Condition 14.1(b) has occurred or is likely to occur.
- 6.4. If the Customer resells the Products in accordance with Condition 6.3, title to the Products shall pass to the Customer immediately prior to the resale.
- 6.5. If, at any time before title to the Products has passed to the Customer, the Customer informs Bausch + Lomb, or Bausch + Lomb reasonably believes, that the Customer has or is likely to become subject to any of the events specified in Condition 14.1(b), Bausch + Lomb may enter any premises where the Products are stored and repossess them.

7. DATA PRIVACY

- 7.1. In this Condition 7:

Data Protection Laws: means General Data Protection Regulation, Regulation (EU) 2016/679 (EU GDPR) or Data Protection Act 2018 together the UK General Data Protection Regulation (UK GDPR) and any national laws and related laws and regulations which implement any such law and all other applicable laws relating to the processing, privacy and/or use of Personal Data as applicable in the EEA, UK and Switzerland, including any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and

Personal Data: has the meaning given in applicable Data Protection Laws from time to time.

- 7.2. Compliance. Both Parties will comply, and is responsible for its own compliance with, with all applicable requirements of the applicable Data Protection Laws in relation to any personal data shared with Bausch + Lomb under the Contract.
- 7.3. Provision of Personal Data. Customer will not provide Bausch + Lomb with Personal Data unless the Contract requires the use of it, or Bausch + Lomb request it from Customer. In respect of any Personal Data shared with Bausch + Lomb, Customer shall ensure that it has necessary authority for Bausch + Lomb to use and transfer it in accordance with the Contract, and that data subjects have been given necessary information regarding its use (through the requisite notice or obtained the requisite consents).
- 7.4. Data processing. Where Bausch + Lomb act as a controller, Bausch + Lomb may process Personal Data for the purposes of any of: (i) providing the services; (ii) administering, managing and developing its business and services; (iii) security, quality and risk management activities (iv) providing Customer with information about Bausch + Lomb and our range of services; and (v) complying with any requirement of law, regulation or a professional body of which we are a member.
- 7.5. Data transfers. Bausch + Lomb may transfer personal data shared with Bausch + Lomb to its affiliates, subcontractors and IT service providers in relation to any of the purposes set out in Condition 7. Some of these recipients may be located outside the UK or EEA. Bausch + Lomb will carry out such transfers only where

it has a lawful basis to do so, including to a recipient who is: (i) in a country which provides an adequate level of protection for personal data; or (ii) under an agreement which covers the UK and/or EU requirements for the transfer of personal data to processors outside the UK or EU; and (v) complying with any requirement of law, regulation or a professional body of which it is a member

- 7.6. Home Delivery. Where Bausch + Lomb provide home delivery service the Data Protection - Joint Controllership Protocol Schedule shall apply to such home delivery services.
- 7.7. Customer Service Calls: Please note that calls to Customer Services may be recorded for training purposes.
- 7.8. Incidents or Product Complaints. The Parties shall collect, use and disclose Personal Data pursuant to this contract for regulatory reporting purposes such as Incidents or Product Complaints and in compliance with all applicable Data Protection Laws and the terms of the Contract.
- 7.9. Technical & Security. Parties shall implement all reasonable physical, technical, and administrative safeguards to protect Personal Data from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Parties shall notify each other promptly of (i) any unauthorized uses or disclosures of such Personal Data, (ii) any security incident involving such Personal Data of which they become aware and (iii) any investigation by competent Supervisory Authorities for data protection in relation to Personal Data.

8. PRODUCT RECALL & SAFETY

- 8.1. Customer shall immediately inform Bausch + Lomb of any non-conformity where Customer considers or has reason to believe that any Products are not in conformity with the requirements of the MD Regulations and shall not place such Products on the market in the Territory until they have been brought into conformity. Customer shall co-operate and communicate with Bausch + Lomb, to ensure that the necessary corrective action to bring that Product into conformity, to withdraw, to return or to recall it, as appropriate, is taken. Customer shall take no action in relation to any potential withdrawal, return or recall in the absence of instructions from Bausch + Lomb save to the extent required by applicable law.
- 8.2. Bausch + Lomb alone will make all decisions as to recall of the Product and will notify the Customer when such decision has been made ("Recall Notice").
- 8.3. The Customer must comply with any Recall Notice and give such assistance as Bausch + Lomb reasonably requires to recall or withdraw the Product and comply with Bausch + Lomb's instructions about the process of implementing that recall or withdrawal.
- 8.4. Unless required by law, the Customer may not undertake any recall or withdrawal without the written permission of Bausch + Lomb and only then in strict compliance with Bausch + Lomb's instructions as to the process of implementing the withdrawal.
- 8.5. If the Customer is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Products from the market it shall immediately notify Bausch + Lomb in writing enclosing a copy of the recall notice.
- 8.6. Customer shall keep a register of complaints, of nonconforming Products and of recalls and withdrawals, and keep Bausch + Lomb and, where available, the other Relevant Parties, informed of such monitoring and provide Bausch + Lomb and where available, the other Relevant Parties with any information upon their request.
- 8.7. Customer shall immediately (but not later than 24 hours) notify Bausch + Lomb of any Incident or Product Complaint that Customer becomes aware of regardless of the origin of any such report, by sending a report of such Incident or Product Complaint to: productcomplaints.uki@bausch.com or find contact details at www.bausch.com/about-bausch-lomb/contact-us/non-medical-device-complaint/or-such-other-contacts-address-as-notified-by-bausch-lomb from time to time.
- 8.8. Customer shall document each such Incident or Product Complaint on all appropriate forms as may be required by applicable law or regulation, provide copies of any such reports to Bausch + Lomb and where applicable, other Relevant Parties and shall otherwise comply with, and assist Bausch + Lomb to comply with, all applicable laws and regulations relating to such Incident or Product Complaint. Customer shall reasonably cooperate with Bausch + Lomb as Bausch + Lomb may request in the investigation of any such Incident or Product Complaint. Customer shall notify Bausch + Lomb and where applicable other Relevant Parties of any Incident or Product Complaint registered by Customer with respect to the Products, immediately (but not later than 24 hours) after Customer receives or becomes aware of such a complaint. Customer shall include in its report to Bausch + Lomb the data requested by Bausch + Lomb in the form specified by Bausch + Lomb. Customer shall seek to recover individual Products which are the subject of Product Complaints or Incidents and shall not perform any investigation on such Products but shall promptly return them to Bausch + Lomb.

- 8.9. Customer shall ensure that, while the Products are under its responsibility, storage or transport conditions comply with the conditions specified on the Products or otherwise set by Bausch + Lomb and/or Legal Manufacturer and applicable law, including its obligations under the MD Regulations.
- 8.10. Customer shall comply with Product traceability obligations pursuant to the MD Regulations including maintaining records in order to identify to Bausch + Lomb, other Relevant Parties or competent authorities for at least 10 years (or 15 years where the Product is an implantable device) after the last Product covered by the EU declaration of conformity has been placed on the market: (a) the Products supplied to Customer by Bausch + Lomb or where applicable, other Relevant Parties, including as a minimum, identity of the product, batch/lot number, quantity, and date of supply; (b) any health institution or healthcare professional to whom the Customer has directly supplied the Products; and (c) any other person to whom Customer has directly supplied the Products.
- 8.11. If Customer is required by any competent authority to provide information or documentation in relation to, or samples of, the Products, Customer shall: (a) immediately inform Bausch + Lomb and, where applicable, other Relevant Parties; (b) provide Bausch + Lomb and, where applicable, the other Relevant Parties with all relevant information regarding such request; (c) provide Bausch + Lomb and, where applicable, other Relevant Parties with the opportunity to review any responses or documentation proposed to be provided; and (d) provide information or documents to the relevant competent authority only with the prior advice and written consent of Bausch + Lomb.
- 8.12. Customer shall allow Bausch + Lomb or Legal Manufacturer to undertake audits of Customer's premises and/or storage and release sites on 30 days' notice to ensure Customer's compliance with MD Regulations except in the case of serious public health threats, when the period of notice shall be not less than 7 days.

9. PRICE AND PAYMENT

- 9.1. Subject to Condition 9.2 and unless otherwise agreed in writing, the Price shall be the prices listed in the current Price List current as at the date of acceptance of the offer by Bausch + Lomb. Bausch + Lomb reserves the right to alter the Price List without notification. The Price excludes amounts in respect of value added tax (VAT) or any other sales tax, or delivery charges which the Customer shall additionally be liable to pay to Bausch + Lomb. Where a Recommended Retail Price (RRP) is provided such price is inclusive of VAT.
- 9.2. Bausch + Lomb may, by giving notice to the Customer at any time up to 15 Business Days before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to: (a) any factor beyond Bausch + Lomb's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any request by the Customer to change the delivery date(s), quantities or types of Products ordered, or the Specification; or (c) any delay caused by any instructions of the Customer or failure of the Customer to give Bausch + Lomb adequate or accurate information or instructions.
- 9.3. The Customer shall pay invoices in full in cleared funds. Payment of an invoice must be made according to the due date stated on the invoice, if no such date provided, then within 30 days of the invoice date. Payment shall be made to the bank account nominated in writing by Bausch + Lomb.
- 9.4. If the Customer fails to make any payment due to Bausch + Lomb under the Contract by the due date for payment, then, without limiting Bausch + Lomb's remedies under Condition 14 the Customer shall pay interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended. Bausch + Lomb may suspend all further deliveries of Products until payment has been made in full.
- 9.5. The Customer shall pay all amounts due under the Contract in full without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Bausch + Lomb may at any time, without limiting any of its other rights or remedies, set off any amount owing to it against any amount payable by Bausch + Lomb to the Customer.
- 9.6. Credit limit: Bausch + Lomb may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

10. LIMITATION OF LIABILITY - CUSTOMER'S PARTICULAR ATTENTION IS DRAWN TO THIS CONDITION.

To the fullest extent permitted by applicable law, Bausch + Lomb shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, depletion of goodwill or any indirect or consequential loss arising under or in connection with the Contract and Bausch + Lomb's total liability to the Customer for all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid and/or payable by the Customer for Products under the Contract or series of Contracts where there is more than one order for Products accepted by Bausch + Lomb.

11. COMPLIANCE WITH RELEVANT LAWS & POLICIES including SANCTIONS & EXPORT CONTROL

- 11.1. In performing its obligations under the Contract, the Customer shall: (a) comply with all applicable laws (including, but not limited to, the MD Regulations, Bribery Laws, Data Protection Laws, trade and economic sanctions and export control laws), statutes, regulations and codes from time to time in force and shall indemnify Bausch + Lomb from and against any losses or liability which Bausch + Lomb may suffer as a result of any breach of such laws by the Customer.
- 11.2. Where applicable the Products will be marketed as a medical device with CE mark (or equivalent under UK MDR) according to requirements of the applicable MD Regulations. Customer shall, in the context of its activities, act with due care in relation to the applicable requirements of the MD Regulations.
- 11.3. Bausch + Lomb may immediately terminate the Contract for any breach of this Condition 11 by the Customer.
- 11.4. Customer agrees to comply with all applicable (a) economic and trade sanctions laws, regulations, orders and directives administered or enforced by the relevant sanctions authority, such as the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State and the European Union or its Member States, including those imposed or administered by Her Majesty's Treasury of the United Kingdom (collectively, "Sanctions"), and (b) export control laws, regulations, orders and directives, such as the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774, EU and EU Member State export controls administered pursuant to Council Regulation (EC) 428/2009, and the various national export control laws and regulations of Member States (collectively, "Export Control Laws").
- 11.5. Customer represents and covenants that (a) it is not, nor is it (x) owned 50% or more, in the aggregate, directly or indirectly by a person or entity that is, the subject or target of Sanctions or (y) controlled by a person or entity that is, the subject or target of Sanctions (either (x) or (y), being, a "Sanctions Target"); (b) it shall immediately (within one business day of becoming aware of such information) notify Bausch + Lomb in writing in the event that Customer becomes a Sanctions Target; and (c) it shall not act on behalf of any Sanctions Target with respect to the items and/or services to be provided under this Contract; (d) it will provide, upon the request of Bausch + Lomb and its affiliates, any information and/or records regarding the sale, export, reexport or other transfer of items and/or services provided under this Contract that Bausch + Lomb and its affiliates request for purposes of compliance with applicable Sanctions and/or Export Control Laws; and (e) any payments made to Bausch and its affiliates by or on behalf of Customer will not be directly or indirectly processed to or through any financial institution or other money services business which: (i) is a Sanctions Target; or (ii) would result in a violation of Sanctions and/or Export Control Laws applicable to such financial institution, other money services business, or to Bausch by processing such payment.

12. INTELLECTUAL PROPERTY

- 12.1. Intellectual Property Rights in connection with the Products will remain Bausch + Lomb's (or its licensor's) property and nothing in this Contract is intended to pass ownership of such rights to Customer.
- 12.2. Except as necessary to permit Customer to possess and make use of the Products, nothing in the Contract grants Customer a licence in relation to Intellectual Property Rights in connection with the Products.
- 12.3. Use of Bausch + Lomb's trademarks in or on the Products will be in accordance with this Contract and with Bausch + Lomb's (or licensor's) brand guidelines (if any); (b) all goodwill associated with such use of trade marks will accrue to the benefit of Bausch + Lomb (or its licensor) and, at the request of Bausch + Lomb, Customer will at its own cost sign all documents and do all things necessary to assign such goodwill to Bausch + Lomb or Bausch + Lomb's licensor, as the case may be; (c) Customer will not apply to register, or register, the same trade mark or any confusingly similar trade mark, or procure or assist someone else to do so; and (d) except to the extent authorised by Bausch + Lomb from time to time in writing, Customer will not alter or remove such trade marks from the Products

13. MARKETING

- 13.1. Customer shall exert its best efforts to introduce and diligently promote and resell the Products and cooperate with Bausch + Lomb in activities directed toward the promotion and resale of the Products including the development and subsequent implementation of a calendar of joint sales promotion activities.
- 13.2. Customer shall at all times display, demonstrate and otherwise represent the Products fairly in comparison with competitive products from other manufacturers, shall make no false or misleading representations to customer or other persons with regard to the Products or Bausch + Lomb, which are not consistent with those described in literature distributed by Bausch + Lomb.

14. TERMINATION

- 14.1. Without limiting its other rights or remedies, either party may terminate this Contract with immediate effect by giving written notice to the other party if: (a)

the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so; (b) the other party takes action to enter administration, provisional liquidation or any composition or arrangement with its creditors (other than a solvent restructuring), be wound up (unless for the purpose of a solvent restructuring), have a receiver appointed to any of its assets or cease to carry on business; (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or (d) the other party's financial position deteriorates to such an extent that its capability to fulfil its obligations under the Contract has been placed in jeopardy.

- 14.2. Bausch + Lomb may terminate the Contract with immediate effect if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default for 14 days after being notified in writing.
- 14.3. Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at termination.

15. GENERAL

- 15.1. Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for three (3) months, the party not affected may terminate this Contract by giving 14 days' written notice to the other.
- 15.2. Assignment and other dealings. The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Bausch + Lomb. Bausch + Lomb may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights under this Contract.
- 15.3. Confidentiality. (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by Condition 15.3(b). For the purposes of this Condition, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party. (b) Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Condition 15.3; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory advisers to whom it discloses the other party's confidential information comply with this Condition 15.3; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. (c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- 15.4. Entire agreement. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.5. Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.6. Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall 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 shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.7. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.
- 15.8. Notices. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this Condition, and shall be delivered personally, or sent by pre-paid first-class post or other next working day delivery service, commercial courier or email.
- 15.9. Survival. Any Clauses or Conditions in this Contract that are expressly stated, or by implication intended, to apply after expiry or termination of this Contract shall continue in full force and effect after such expiry or termination.

- 15.10. Third Parties: The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it save for the Relevant Parties whose rights are explicitly reference herein.
- 15.11. Special Conditions: Bausch + Lomb may in additions to these Conditions include additional conditions, within the Price List, or Contract details or other document that includes these Conditions, which apply to the purchase of the Product and are deemed part of the Contract.
- 15.12. Governing law & Jurisdiction. This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

DATA PROTECTION - JOINT CONTROLLERSHIP PROTOCOL SCHEDULE

Definitions:

Personal Information	means any information relating to an identified or identifiable natural person and may include Health Information, Patient Data or Customer Data.
Data Subject	An identified or identifiable natural person.
Health Information	Health data as defined as a special category of Personal Information under Article 9, EU GDPR (and the equivalent provision(s) under UK GDPR).
Data Controller	means a party who determines the purposes and means of the processing of Personal Information.
Joint Controllers	Two or more controllers jointly determining the purposes and means of processing and regarding this arrangement are Bausch + Lomb and individual Eye Care Practices.
Processing	means collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Personal Data Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted, stored or otherwise processed.
Patient	The person who the Eye Care Practice consults and/or prescribes Bausch + Lomb products to.
Patient Data	Includes Patient Personal Information and Health Information as provided by the Customer to Bausch + Lomb Online for a Home Delivery order
Home Delivery Order	An order made by an Eye Care Practice, on behalf of the Patient, on the Bausch + Lomb Online system, in order for Bausch + Lomb to provide a Bausch + Lomb product delivery directly to the Patient's address.
Customer	Eye Care Practice.
Customer Data	The Eye Care Practice Personal Information that are needed to register in the Bausch + Lomb online platform and to order through the Bausch + Lomb Online system.

- Bausch + Lomb and each Customer are Joint Controllers, per Article 26, EU GDPR (and the equivalent provision(s) under UK GDPR), for the Patient Data processed pursuant to a Home Delivery Order for the fulfilment of a contract to which the patient is party to with the Customer and the delivery of the product to the patient's address
- Each Customer is the Data Controller of Health Information and special categories of Personal Information captured under this arrangement for the purpose of prescribing the product associated with any Home Delivery Order.
- Bausch + Lomb is the sole Data Controller for Customer Data for the ordering process and contractual interactions with Customers
- Bausch + Lomb processes Personal Information for the performance of the order issued by the Customer(s) and on the basis of the contract entered between the patient and their customer for the supply and, where requested, the delivery of Bausch + Lomb Health product(s) directly to the Patient address.
- The Customer warrants that Patients have explicitly consented to the processing of their Health Information for the purpose of a Home Delivery Order.
- The Joint Controllers undertake to ensure that the Personal Information for which they are responsible are managed in a manner compliant with the applicable Data Protection Laws.
- The Joint Controllers undertake to provide the information, as set out in EU GDPR Articles 13 and 14 (and the equivalent provision(s) under UK GDPR), to Data Subjects in respect of the processing of Personal Information for their respective purposes.
- The Joint Controllers undertake to comply with Data Subject Rights, as set out in EU GDPR Article 15 to 22 (and the equivalent provision(s) under UK GDPR).
- The Joint Controllers undertake to comply with their respective accountability obligations and all other obligations e.g., Personal Data Breaches, Security of Processing, Retention Requirements in accordance with the applicable Data Protection Laws and other applicable laws.
- All queries with respect to Bausch + Lomb's data processing shall be addressed to dpo@bausch.com
- Customer shall designate a contact point for data subjects and the processing of Health Information.
- The Joint Controllers shall separately manage the commercial and data management activities of their respective Data Processors, providing them with only such Personal Information as the Data Processors may reasonably require in order for the Data Processors to provide services on behalf of the Data Controllers with whom they have contracted.
- The data management instructions given by the Joint Controllers to their respective Data Processors shall at all times be in accordance with the applicable Data Protection Laws and shall be formalised within a written contract.
- Patient Data entered into Bausch + Lomb Online or any other applicable ordering system or processes, will be shared with other Bausch + Lomb entities where different levels of privacy protection apply. Bausch + Lomb have put in place contractual protection to guarantee an appropriate level of protection for Personal Information as required by applicable law.

E&OE.

Please read the Instructions for Use (IFU) for important product use and safety information with Bausch + Lomb contact lenses and solutions

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