

Purchase Order Terms and Conditions for Goods and Materials

The Abbott Purchase Order Terms and Conditions shall apply to all transactions in which Abbott is the purchaser hereunder. Terms and conditions contained in any Abbott purchase form used in conjunction with this Purchase Order, including but not limited to any Statement of Work (“SOW”), are incorporated herein by reference; provided, however, that in the event of a conflict between the terms of any such Abbott purchase form and the terms of this Purchase Order, the terms of this Purchase Order shall control, unless the purchase form expressly acknowledges the conflict and states that the conflicting terms contained therein control “Abbott” means Abbott Medical Optics Inc. or any specified affiliate or subsidiary of Abbott Medical Optics Inc. Abbott reserves the right to extend the terms of this Purchase Order to any of its subsidiaries or affiliates. “Vendor” means the entity or person providing goods and/or materials to Abbott under the terms hereof.

1. General Warranty. Vendor makes all warranties contained in the Uniform Commercial Code and in addition Vendor warrants and represents that goods and/or materials described herein shall be of the quality and specifications stated herein. Said goods and/or materials shall be free from all defects in design and workmanship. All purchases are subject to inspection and rejection notwithstanding prior payment. Rejected goods and/or materials will be returned at Vendor's expense for transportation both ways and all related labor and packing costs. No goods or materials returned as defective shall be replaced without the written permission of an authorized agent of Abbott.
2. Pricing. Vendor warrants that the prices set forth herein are as low as any net price now given by Vendor to any other customer for like goods and/or materials and quantity and agrees that if during the term of this Purchase Order lower net prices are quoted to anyone for similar goods or materials such lower net prices shall be from that time substituted for the prices contained herein.

If during the term of this Purchase Order Abbott is able to purchase goods and/or materials of the quality and in the quantities herein specified and upon like terms and conditions at a price lower than the price stated herein, Vendor upon receipt of satisfactory written evidence of same shall, at its option, meet such lower price or permit Abbott to purchase the undelivered portion hereunder at such lower price. The quantity so purchased by Abbott from others shall be deducted from the quantity covered by this Purchase Order.

3. Cancellation. All or any part of this Purchase Order may be cancelled by Abbott if shipment or delivery is not made by the date specified on the face hereof. Further, all or any portion of this Purchase Order may be cancelled or suspended by Abbott without liability, if such cancellation or suspension is caused by compliance with any law, order, regulation, request or imminent action of any government entity.
4. Discounts. Prompt payment discounts, if any, shall be computed as commencing with receipt of the invoice or materials, whichever is later.
5. Notice of Cessation of Operations or Manufacture of Goods or Materials. Vendor shall promptly notify Abbott if Vendor decides or is forced to cease its operations or to discontinue the manufacture or supply of the goods and/or materials ordered hereunder. In such event, Abbott may, to the extent possible, purchase additional goods and/or materials from Vendor under this Purchase Order in order to meet Abbott's needs for such goods and/or materials.
6. Intellectual Property. Vendor warrants that the goods and/or materials sold hereunder and every element thereof, the method of manufacture thereof, and the use of such goods and/or materials in the customary manner or in a manner suggested or recommended by Vendor or in a manner intended by Abbott and which is known to Vendor do not infringe on any U.S. or foreign patent, trademark, or copyright and agrees to indemnify and hold harmless Abbott and its employees against any damages, liability, cost, or expense, including reasonable attorney's fees, resulting from any claim or proceeding alleging such infringement, provided Abbott gives Vendor notice thereof and permits Vendor, if it so elects, to enter and defend, settle, or otherwise terminate such claim or proceedings.
7. Works for Hire; Ownership. All reports, communications, material, information, deliverables, or discoveries reduced to practice, made or developed by Vendor in connection with the goods and/or materials provided pursuant to this Purchase Order and manufactured specifically for Abbott shall be promptly disclosed to and be the sole property of Abbott, and Vendor hereby assigns to Abbott all right, title

and interest therein without any obligation on Abbott to pay royalties or other remuneration therefore. To the extent the foregoing is copyrightable, it shall be deemed a Work Made for Hire under the Copyright Act of 1976 and shall become and remain the sole property of Abbott, or if not Vendor agrees to assign and does hereby assign such material to Abbott. Notwithstanding the foregoing, Abbott shall not acquire ownership of any materials, information, know-how, tools, models, methodologies, techniques and/or other intellectual property owned by Vendor or its licensors prior to Vendor's provision of goods and/or materials under this Purchase Order (all of the foregoing, "**Pre-existing Intellectual Property**"). Vendor hereby grants to Abbott a non-exclusive, irrevocable, royalty-free worldwide license to use, modify, and enhance such Preexisting Intellectual Property (including the right to sublicense) to the extent that such license is required to enable Abbott to make use of the goods and/or materials (including the deliverables) provided hereunder.

8. Indemnification. Vendor hereby agrees to indemnify, defend and hold harmless Abbott from all losses, liability, damages and/or expenses (including, without limitation, reasonable attorneys' fees and costs) which may be sustained or claimed against Abbott by a third party (i) arising out of the use of negligent services or defective material hereby ordered; (ii) arising from injury to Vendor employees while in the course of providing services or materials to Abbott; or (iii) arising from Vendor's use of automobiles, trucks, heavy equipment, or other vehicles in the course of providing services or materials to Abbott. Vendor shall at the request of Abbott defend any such claim, action, or lawsuit.
9. Insurance. Vendor shall, at its own cost and expense, obtain and thereafter maintain in full force and effect General Liability Insurance including Professional Liability Insurance with a minimum of Two Million Dollars (\$2,000,000) per occurrence. Such insurance will remain in full force and effect and be maintained by Vendor until any applicable statute of limitations period has expired. Abbott and its subsidiaries shall be named as additionally insured under this coverage.
10. Confidentiality. Vendor agrees to hold in confidence all methods, processes, techniques, shop practices, formulae, compounds, compositions, organisms, equipment, designs, drawings, blueprints, specifications, research data, marketing and sales information, customer lists, plans and information provided or know-how and trade secrets owned by Abbott or in Abbott's possession and disclosed to Vendor as a result of this order. Until such information has been published or disclosed to the general public, Vendor agrees not to use such information for itself or others or to disclose such information to others and then only with Abbott's prior written consent.
11. Tax. In those cases where articles described on the reverse are exempt from state and local sales and use taxes, the undersigned hereby certifies that all tangible personal property described on this Purchase Order is:
 - a. Purchased for purposes of resale as tangible property either in the same form as purchased or as an ingredient or constituent part of goods produced for resale by the undersigned within the meaning of the Sales or Use Tax Laws, or
 - b. Purchased for exempt use as provided by the Sales or Use Tax Laws of the State of destination of the tangible personal property, or
 - c. Purchased under a certificate of authority issued by the State of destination to purchase personal property without payment of tax to vendors.

Accordingly, the property described on this Purchase Order is not subject to sales or use taxes. The undersigned further certifies that the purchaser assumes liability for the payment of any sales or use tax incurred by the use or consumption of this property in such a manner as to render the purchase subject to tax.

12. Continuing Guarantee. All Vendor recalls and change notifications must be sent to the Abbott Purchasing Contact.
13. Shipment of Drugs, Medicines or Chemicals. If materials ordered herein are classified as "drugs, medicines or chemicals" and are to be shipped at Abbott's expense, a released value not exceeding \$2.05 per pound (or current NMFC value) should be declared.

14. Compliance with Labor Laws; OSHA. Vendor guarantees that the materials to be delivered hereunder were produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938 as amended, including specifically Sections 6, 7, 12, and 15, and all regulations and orders of the U.S. Department of Labor issued under Section 14 thereof, and MUST SO CERTIFY ON ALL INVOICES.

Vendor warrants that all materials furnished under this Purchase Order, when used by Abbott in the ordinary manner for which they are intended, shall not violate the applicable provisions of the Occupational Safety and Health Act of 1970, as amended, or any standards or regulations issued there under.

15. FDA Compliance. Vendor guarantees that no article delivered hereunder is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or within the meaning of any applicable state or municipal law in which the definitions of adulteration and misbranding are substantially the same as those contained in the Federal Food, Drug and Cosmetic Act, as said Act and such laws are constituted and effective at the time of such shipment or delivery, or is an article which may not, under the provisions of said Act, be introduced into interstate commerce. Vendor also guarantees that no article delivered hereunder is a misbranded hazardous substance or a banned hazardous substance within the meaning of the Federal Hazardous Substances Act.
16. Debarment. Vendor represents and warrants that neither it, nor any of its affiliates, agents, subcontractors or employees (including investigators and sub-investigators, as applicable) performing services under this Agreement are or have within the past 5 years been (a) Debarred, Disqualified, or Excluded, (b) proposed to be so restricted by any government agency, or (c) convicted of an offense or had a civil judgment rendered from which they may be so restricted. **“Debarred, Disqualified, or Excluded”** means prohibited, suspended, or otherwise limited or deemed ineligible under any applicable law or regulation from (i) providing services to the holder of an FDA-approved or pending drug application, (ii) participating in clinical research, (iii) participating in or furnishing goods or services for any government program, or (iv) participating in any government procurement or non-procurement program. Vendor will notify Abbott immediately of any breach of this warranty or if it learns of any investigation or proceeding that could result in any such restrictions. Upon receipt of notice Abbott may elect to immediately terminate this Agreement.
17. Sunshine Act. Vendor hereby represents and warrants that it shall not make any payments or other form of compensation or provide any benefit to any Physician or Teaching Hospital as defined by the Sunshine Act. The Sunshine Act means the Patient Protection and Affordable Care Act of 2010 (as amended), including but not limited to Section 6002 thereof which added Section 1128G to the Social Security Act of 1935 (as amended) and all applicable final rules and regulations promulgated thereunder and Abbott policies related thereto.
18. Compliance with Reach and RoHS Laws; Authorizations. If any product, including, but not limited to, any substance, preparation or article (including any electric or electronic equipment or sub-assembly or component part thereof), supplied by Vendor is manufactured in or imported into the European Union (EU), Vendor must, at its sole cost and expense, comply with all applicable requirements under Regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (“**REACH**”), and Directive 2011/65/EC concerning the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (“**RoHS**”), each as may be amended from time to time. Upon request, Vendor must provide proof of compliance with the REACH and/or RoHS including any registration, communication, safety data sheet, chemical report, or technical or other supporting documentation. Vendor agrees to promptly notify Abbott of any developments relating to REACH and/or RoHS that might impact Abbott's ability to use any product or place it on the market in the EU.
19. Compliance with China Chemical Substance Laws; Authorizations. If any product, including, but not limited to, any substance or preparation, supplied by Vendor is manufactured in, or imported into, mainland China (China), Vendor must, at its sole cost and expense, comply with all applicable requirements under MEP Order No. 7 Measures for Environmental Management of New Chemical Substances (MEP Order No. 7) and State Council Decree No. 591 Regulation on the Safe Management of Hazardous Chemicals, and its supporting legislation (Decree 591), each as may be amended from time to time. Upon request, Vendor must provide proof of compliance with MEP Order No. 7 and Decree 591 including any registration, communication, licensing, safety data sheet, chemical report, or technical or other supporting

documentation. Vendor agrees to promptly notify Abbott of any developments relating to MEP Order No. 7 or Decree 591 that might impact Abbott's ability to use any product or to place it on the market in China.

20. Conflict Minerals. Vendor shall, at its sole cost and expense, promptly comply with all reasonable information requests from Abbott, in the form(s) and format(s) requested, regarding the source and chain of custody of any Conflict Minerals (as defined below) present in any products, parts, components, assemblies, materials or other products Vendor provides to Abbott. Vendor shall conduct reasonable due diligence and inquiry to gather such information, and shall certify that, to Vendor's best knowledge, such information is true, accurate and complete, and Vendor shall immediately contact Abbott in the event of any changes to such information. "**Conflict Minerals**" shall mean columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, which are limited to tantalum, tin, and tungsten as further defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the implementing regulations promulgated by the U.S. Securities and Exchange Commission at 17 C.F.R. §240.13p-1 and §249b.400.
21. Equal Opportunity; Federal Requirements. Abbott and Vendor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that Abbott and Vendor take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Notice of Employee Rights Under Federal Labor Laws. Abbott incorporates into this Agreement, as applicable, the obligations regarding the notice of employee rights under federal labor laws found at 29 C.F.R. Part 471, Appendix A to Subpart A, and Vendor will likewise incorporate those obligations into all applicable subcontracts as required by 29 C.F.R. Part 471.

For contracts of \$100,000 or more, Abbott and Vendor must file VETS-4212 reports by September 30 of each year, or any applicable extension deadline that VETS announces. 41 C.F.R. Part 61-300.

To the extent applicable, the clauses with respect to government contracts set forth at 41 C.F.R., §§ 1-1.805-3, (labor surplus areas), 1-1.1310-2 (minority business enterprises), 60-1.4 (equal employment opportunity), 60-1.40 (affirmative action compliance program), 60-1.8 (non-segregated facilities), 60-250.4 (employment of veterans), 60-741.4 (employment of persons with disabilities), at F.P.R. § 1-1.710-3 and 48 C.F.R. § 52.219- 8 and 52.219-9 (small business concerns), Executive Order 12138 (women-owned businesses) and at 42 U.S.C. § 12101 et seq. (American with Disabilities Act) are incorporated by reference and shall have the same binding effect as if reproduced herein in their entirety. Acceptance of this Purchase Order constitutes certification of compliance with each of the laws and regulations referenced in this Section 21 by the Vendor to Abbott.

22. Governing Law. The validity and interpretation of the agreement between Abbott and the Vendor shall include the terms and conditions of this Purchase Order and shall be governed by the laws of the State of Illinois, USA, but without reference to the principles of choice of law. The application of the UN Convention on Contracts for the International Sales of Goods (1980) is excluded.
23. Entire Agreement; Modification; Assignment; Acceptance. This Purchase Order shall constitute the entire agreement between the Vendor and Abbott. It may not be modified without prior written acceptance from any authorized buyer of Abbott. There may be no substitutes, or variations from specifications or instructions, or partial shipments, without prior written approval from an authorized buyer of Abbott. If any or all of the terms and conditions contained herein are not acceptable, THE VENDOR SHALL ADVISE ABBOTT IN WRITING upon receipt of this Purchase Order and shall withhold shipment until the matter is adjusted. Vendor may not assign this Purchase to any third party without Abbott's prior written consent (which is in its sole discretion to grant or withhold).

ANY OTHER STATEMENT, NOTICE OR AGREEMENT TO THE CONTRARY NOTWITHSTANDING, ANY WRITTEN ACKNOWLEDGEMENT OF THIS PURCHASE ORDER OR THE FURNISHING OF ANY GOODS, MATERIALS OR SERVICES PURSUANT TO THIS PURCHASE ORDER SHALL CONSTITUTE ACCEPTANCE BY VENDOR OF EACH AND ALL OF

THE EXPRESSED TERMS AND CONDITIONS STATED HEREIN AND ON THE FACE HEREOF. IF ANY OR ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN ARE NOT ACCEPTABLE, VENDOR SHALL ADVISE ABBOTT IN WRITING UPON RECEIPT OF THIS PURCHASE ORDER AND SHALL NOT DELIVER ANY GOODS OR MATERIALS OR PERFORM ANY SERVICES UNTIL A SEPARATE AGREEMENT IS ENTERED INTO BY VENDOR AND ABBOTT.