

AMO PURCHASE ORDER TERMS AND CONDITIONS

1. **Definitions.** "AMO" means Abbott Medical Optics Spain, S.L. (Sociedad Unipersonal); "Purchase Order" means the agreement between AMO and the Vendor in respect of the order by AMO of goods or services containing details of the goods or services to be delivered which details shall be read together with these terms and conditions and the Specification (if any) to constitute the terms and conditions of the parties' agreement; "Specification" means any document issued or communicated to the Vendor prior to the supply of the goods or performance of the services identified in the Purchase Order and which identifies or specifies the quantities, type, performance criteria, standards or other quantitative or qualitative requirement of such goods or services; "Vendor" shall mean the vendor of the goods or services identified in the Purchase Order.

2. **Acceptance.** Notwithstanding any other statement, notice or agreement to the contrary, any written acknowledgement of the Purchase Order, the shipment of any goods pursuant to this Purchaser Order or the commencement of performance of any services to be provided pursuant to the Purchase Order shall constitute acceptance by Vendor of each and all of the terms and conditions stated in the Purchase Order and specially, in AMO's Purchase Order Terms & Conditions. If any of the terms and conditions contained in the Purchase Order are not acceptable, THE VENDOR SHALL ADVISE AMO IN WRITING upon receipt of the Purchase Order and shall withhold delivery of the goods or performance of the services until the matter is settled by written agreement between the parties.

3. **Entire Agreement.** The Purchase Order shall constitute the entire agreement between the Vendor and AMO. The Purchase Order and any Specification may not be altered without the prior written agreement of AMO. AMO's prior written agreement is required for any substitution, variation, or partial delivery or performance of goods or services under the Purchase Order.

4. **Warranties.** Vendor warrants and represents that (a) the goods and/or services described herein shall be supplied in accordance with all applicable legislation and in accordance with the Purchase Order and any applicable Specification; (b) any goods supplied shall be new, of satisfactory quality and shall be free from all defects in design and workmanship; and (c) any services shall be performed with all due skill, care and diligence and in accordance with instructions from AMO.

5. **Defective Goods.** All deliveries of goods shall be accompanied by a delivery note referencing the Purchase Order number, items and quantities delivered. Where goods are received in bulk, the package or container shall show the net and gross weights. All goods are subject to inspection and may be rejected if (a) not in compliance with the Purchase Order and/or the Specification (if any); (b) not delivered on time; or (c) delivered in insufficient quantity. Goods may be rejected notwithstanding prior payment. Goods may be signed for as uninspected, in which case AMO will notify the Vendor of any rejection of goods as soon as reasonably possible. Rejected goods will be returned at Vendor's expense for transportation both ways and all related labour and packaging costs shall be borne by the Vendor. Without prejudice to any other rights it may have, if goods are rejected, AMO may, in its sole discretion, request delivery of replacement goods or cancel the order in whole or part without liability to the Vendor. No goods returned as defective shall be replaced without the written permission of AMO. Rejected goods shall be at the Vendor's risk as soon as rejection is notified to Vendor notwithstanding the same are in AMO's possession. AMO shall not be liable for payment in relation to rejected goods and, if payment was made in advance, the Vendor shall reimburse AMO in full (including VAT, where applicable) immediately upon request.

6. **Defective Services.** Where AMO is of the reasonable opinion that any services the subject of the Purchase Order have been performed otherwise than in accordance with the Purchase Order and with all due skill, care and diligence, it may at its sole discretion either direct the immediate re-performance of the defective services at the Vendor's cost or cancel the order in whole or part

without liability to the Vendor. AMO shall not be liable for payment in relation to rejected goods and, if payment was made in advance, the Vendor shall reimburse AMO in full (including VAT, where applicable) immediately upon request.

7. Vendor's Staff. The Vendor shall ensure that all staff engaged to carry out any work associated with the provision of the goods or performance of the services to be provided hereunder shall be appropriately qualified and experienced. Where the Vendor's staff are required to enter on to any site controlled by AMO pursuant to the Purchase Order, such staff shall comply with any rules or requirements established by AMO in respect of safety or otherwise for the site. The Vendor shall remove or exclude any of its staff from such site at AMO's reasonable direction and thereafter shall procure replacement staff at its own cost.

8. Indemnity. Vendor hereby agrees to indemnify and keep fully indemnified and hold harmless AMO from all direct and indirect (i) losses; (ii) liabilities; (iii) damages; (iv) costs; (v) expenses; and/or (v) claims which may be sustained by or claimed against AMO: (a) arising out of the use of defective goods or as a result of defective services supplied under the Purchase Order; (b) arising out of or in connection with any breach by the Vendor of its obligations under the Purchase Order; or (c) arising from death of, or personal injury to, any Vendor staff while in the course of providing services or goods to AMO. The Vendor shall, at the request of AMO, take over the defence of any claim covered by this indemnity provided always that nothing in this clause 8 shall permit the Vendor to make any admission on behalf of or to settle any litigation or claim without the prior written consent of AMO.

9. Payment and Price. AMO shall pay the Vendor the price stated in the Purchase Order in accordance with the terms also therein stated. If no price is so stated, the goods or services shall be billed at the price last quoted (or billed) by the Vendor to AMO for the same or similar goods or services or at the prevailing market price whichever is lower and shall include all costs, charges and expenses incurred until goods are in the possession of AMO.

10. Invoices. AMO shall not be liable to make payment in respect of invoices issued other than against its official order in accordance with the terms and conditions of the Purchase Order. Unless otherwise stated in the Purchase Order, invoices shall be payable thirty days following the later of (i) the date of the invoice; and (ii) delivery of all goods to the location specified in the Purchase Order and/or complete performance of all services. In the case of invoice query, AMO shall be entitled to withhold payment of the relevant amount pending resolution of the query, during which time the invoiced amount shall not be subject to any increase or interest charge. Where goods are delivered in instalments or services delivered in stages, the Vendor may invoice each installment or stage separately. The Vendor may not submit supplementary invoices in respect of tax or duty or similar charges.

11. Title to Goods. Title to all goods under the Purchase Order shall pass to AMO at the earliest to occur of the following:(a) on payment by AMO of any instalment of the price stated in the Purchase Order; or (b) when AMO receives possession of same whether or not payment thereof has been made or is due.

12. Risk. Goods shall be at the Vendor's risk until AMO signs for receipt of the same (regardless that title may have passed at an earlier time).

13. Compliance with Law. The Vendor guarantees that the goods or services to be provided hereunder shall be provided in compliance with all relevant laws in relation thereto.

14. Insurance. Vendor shall effect adequate insurance to cover its potential liabilities under the Purchase Order and, upon request, shall immediately provide evidence to AMO of such insurance cover. Where the Purchase Order relates to services, the Vendor shall maintain Employer's Liability insurance.

15. Intellectual Property. The Vendor warrants that: (a) the goods sold hereunder and every element thereof, the method of manufacture thereof, and the use of such goods in the customary manner or in a manner suggested or recommended by the Vendor or in a manner intended by AMO which is known to Vendor do not; and (b) in the provision of any services to be provided under the Purchase Order the Vendor will not infringe any patent, trade mark, copyright or other intellectual property right (whether registered or unregistered) and the Vendor agrees to indemnify and keep indemnified and save harmless AMO and its employees against all direct or indirect: (i) losses; (ii) liabilities; (iii) damages; (iv) costs; (v) expenses and/or (v) claims resulting from any claim or proceeding alleging such infringement, provided AMO gives the Vendor notice thereof and permits the Vendor, if it so elects, to enter and defend, settle or otherwise terminate such claim or proceeding, provided always that nothing in this clause 15 shall permit the Vendor to make any admission on behalf of or to settle any litigation or claim without the prior written consent of AMO.

16. Confidential Information. The Vendor agrees to hold in confidence all methods, processes, techniques, shop practices, formulae, compounds, compositions, organisms, equipment, research data, marketing and sales information, customer lists, plans ("Confidential Information") and all other know-how and trade secrets ("Trade Secrets") owned by AMO or in AMO's possession and disclosed to Vendor as a result of the Purchase Order. The Vendor shall not use Confidential Information or Trade Secrets for itself or others (except as far as is necessary to perform its obligations under the Purchase Order) or disclose such information to any person without AMO's prior written consent. This obligation of confidentiality shall survive (i) in the case of Trade Secrets, indefinitely; and (ii) in the case of Confidential Information, for ten years from the date of the Purchase Order or until public disclosure of the Confidential Information otherwise than as a result of a breach of the Vendor's obligations of confidentiality under the Purchase Order.

17. Termination for fault. All or any part of the Purchase Order may be cancelled by AMO without liability to the Vendor if shipment or delivery of goods or performance of services is not made by the date specified hereunder or are provided otherwise than in accordance with clause 13 above.

18. Discounts, Other Claims. Cash discounts and credit periods, if any, shall be computed as commencing with receipt by AMO of the invoice or of the goods or performance of the services, whichever is later. In the event that AMO makes any claim in connection with goods or services described herein, AMO shall be entitled to withhold or deduct the amount thereof from any amount then or subsequently to become due and such amount shall not become due until the resolution of such claim.

19. Interest. In no event shall amounts due by AMO bear interest.

20. Implied Terms. Nothing in the Purchase Order shall be construed as excluding any condition, warranty or term as to quality, suitability or fitness for purpose of goods or services supplied or rendered pursuant to the Purchase Order, or any other relevant statutory provision or at common law or otherwise howsoever.

21. Governing Law and Jurisdiction. The Purchase Order and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of Spain. AMO and the Vendor consent to the jurisdiction of the courts of Madrid.

22. Waiver. The failure of AMO to enforce any of these terms and conditions shall not be construed as a waiver of its rights hereunder of any of them.

23. **Sub-Contracting.** The Vendor shall not sub-contract the performance of the Purchase Order or any part thereof without the written permission of AMO. Breach of this condition shall entitle AMO to cancel the Purchase Order or at its election any part thereof.

24 Data Protection: The Vendor agrees unequivocally that AMO stores, processes and transfers to other companies from AMO Group belonging to health sector and established in other countries, including countries that do not offer a comparable level of protection, certain personal data of the Vendor, in order to fulfill with obligations under this Agreement. These data include the name and address of the Vendor, delivery address, bank details (if applicable), order date, the details of the products ordered, the date of delivery, credit terms, data invoice, invoice amount, payment details, and so on. The data will be included in a file owned by AMO and remain stored in their systems during the term of this Agreement. To exercise rights of access, rectification, cancellation and objection Customer may contact us by mail at the following address: [●].

25. **Liability.** Nothing in the Purchase Order shall prohibit or hinder the exercise of the either Party's rights with respect to death or personal injury caused by the negligence of the other Party. The rights, powers and remedies provided in the Purchase Order are cumulative and not exclusive of any rights, powers and remedies provided by law, or otherwise.