



GENERAL CONDITIONS OF DELIVERY

Menicon B.V. * CoC 04040621 * October 2023

1. Applicability

- 1.1 Menicon is understood to mean the private company Menicon B.V. Buyer is understood to mean the contractual other party of Menicon. End user is understood to mean a customer of the Buyer, the lens wearer who uses the lenses of Menicon. Customised Products are understood to mean the Products that Menicon produces based on the specific eye measurement data of the end user that the Buyer supplies.
- 1.2 These Conditions apply to all commitments and legal relationships, of any name, between Menicon and the Buyer on the grounds of which Menicon supplies products and/or services to the Buyer and/or makes these available in any way, starting from the moment that the Buyer requests an offer from Menicon or from the moment Menicon makes an offer. Services are understood to mean the user instructions, advice and/or support work activities.
- 1.3 The Buyer shall never be able to invoke deviating conditions, customs or practices.
- 1.4 These Conditions always take precedence over other conditions or provisions of the Buyer or third parties.
- 1.5 If any provision of these Conditions is null and void or annulled, the other provisions shall remain fully in force and Menicon and the Buyer shall enter into consultation to agree on new provisions to replace the null and void or annulled provisions, whereby the purpose and meaning of the null and void or annulled provisions will be observed as much as possible.

2. Offer and acceptance

- 2.1 Any offer of Menicon is without obligation and is only an approximation. This provision also applies to offers made by representatives of Menicon and offers provided by way of the catalogues distributed by Menicon.
- 2.2 Menicon reserves the right to refuse the orders of the Buyer without having to provide reasons.
- 2.3 An agreement between Menicon and the Buyer is created at the moment when Menicon confirms an order of the Buyer in writing, or as soon as Menicon has (partially) carried out an order without an order confirmation.

3. Delivery and risk

- 3.1 All deliveries are made Ex Works (incoterms 2020).
- 3.2 The delivery times provided by Menicon are approximations. Menicon is not liable for any kind of damage that arises as a result of non-delivery or late delivery of the ordered Products. With late delivery, the Buyer is not entitled to (partial) dissolution of the Agreement.
- 3.3 Menicon reserves the right to settle the postal charges with the Buyer.
- 3.4 Menicon is entitled to deliver an order in parts. In this case, Menicon can invoice any partial delivery separately and expect payment thereof.

4. Collaboration of the Buyer

- 4.1 The Buyer is obliged to only supply the Products of Menicon to the end user while observing the instructions for use and care provisions and (after) care instructions of Menicon.
- 4.2 The Buyer is obliged to pass on these instructions for use and care provisions to the end user along with the delivery of any Product to this end user.
- 4.3 The Buyer is required to provide high quality services to the end users. This means that, among others, the Buyer and personnel hired by it have received suitable training to be able to measure the Products and provide adequate aftercare and that the Buyer has suitable tools and instruments for this. For customised Products, the Buyer is required to provide the end user with direct measurement advice and aftercare. In the event of resale, the Buyer ensures that this third party shall also comply.
- 4.4 Menicon reserves the right to immediately suspend delivery if it appears that the Buyer does not fulfil this provision.

5. Prices

- 5.1 Unless agreed otherwise in writing, the latest prices published by Menicon apply at the moment of delivery of the ordered Products.
- 5.2 If a change in market circumstances or the costs on which the prices are based takes place after the offer or after the creation of an agreement, Menicon is entitled to change the prices. Change in costs is also understood to include foreign exchange fluctuations that result in a change in the cost price for Menicon.
- 5.3 All prices are exclusive of sales tax (VAT) and other taxes imposed by the government.
- 5.4 In the event extra costs are created for Menicon which have not been provided for at the time of the order or offer and/or which can be attributed to a delay in the delivery as a result of (other) demands or

indications from the Buyer or as a result of another circumstance for which Menicon is also not liable, these extra costs shall be charged to the Buyer as specified by Menicon.

5.5 Unless agreed otherwise in writing, the most recently published price list states the further conditions in regard to returns and crediting.

6. Invoicing and payment

6.1 Payment must take place in cash upon delivery, or as indicated on the invoice and in any case, ultimately 30 days after the invoice date.

6.2 Complaints in regard to the amount of the invoice must ultimately be submitted within 30 days after the invoice date, in absence thereof, the Buyer is considered to have accepted the invoice amount.

6.3 If the invoice amount has not been paid or paid in full by the agreed date or upon absence thereof, within 30 days after the invoice date, the Buyer shall be considered as being in default by operation of law and Menicon shall be entitled, without any notification being required, to charge interest for the amount of the statutory interest increased by 3%, as well as on all the judiciary and extra-judiciary costs that fall under the collection of its claim. All claims of Menicon shall at that moment be immediately payable for the Buyer.

6.4 Menicon and the Buyer are considered to have agreed that these extra-judiciary collection costs are established at 15% of the invoice amount, including any possible credit limit surcharge, unless Menicon demonstrates that these costs are higher, in which case, it will also be entitled to this higher amount.

6.5 All of the amounts charged to the Buyer must be paid without discount or deduction. The Buyer is not entitled to set-off claims, under any circumstances. The Buyer is not entitled to suspend any payment to Menicon.

6.6 Menicon is entitled to deliver the Products to the Buyer by way of cash on delivery (COD). The associated charges are for the account of the Buyer.

7. Retention of title

7.1 Menicon retains ownership of the Products delivered to the Buyer under an agreement until the moment the Buyer has paid any claim under quid pro quo for a Product still to be delivered as well as any claim in respect of failing to comply with such an agreement (including interest and charges) to Menicon. In the event of late payment, Menicon is entitled to take back the delivered Products without any summons, notification or legal intervention being required.

7.2 As long as Menicon is the owner of the Products, the Buyer may only have these at its disposal in the normal course of its business.

7.3 If third party rights apply in regard to the Products that are the property of Menicon, the Buyer is obligated to inform Menicon of this immediately.

8. Guaranties and complaints

8.1 All of the Products supplied and/or made available by Menicon must be used in accordance with the care provisions and/or instructions for use prescribed by Menicon. When there is doubt about the application or use, the Buyer is required to revert to the available specialists at Menicon.

8.2 While observing the stated limitations hereafter, Menicon guarantees the soundness and quality of the Products delivered and/or made available during a period equal to half of the replacement period recommended by Menicon up to a maximum of three months.

8.3 The consequences of injudicious or incorrect use and of post-processing by the Buyer do not fall under the warranty.

8.4 The warranty is limited to repair or replacement.

8.5 Complaints must be submitted as quickly as possible in writing, but ultimately within the return period included on the most recent price list.

8.6 Exceeding the stated term in the previous paragraph shall in any event lead to the lapsing of claims against Menicon in respect of the warranty obligation.

9. Liability

The liability of Menicon under the Agreement is expressly limited to the warranty obligation described in the previous article. Any additional or replacement compensation of any form as well as compensation of consequential damage of any form is excluded.

10. Rights of (intellectual or industrial) ownership

10.1 Without the prior written permission of Menicon, the Buyer is not permitted to use the brands, word mark or device marks of Menicon other than for the presentation of Products on which these have been applied, due to the use of the promotional materials made available to the Buyer by Menicon.

10.2 Unless expressly agreed otherwise in writing, all intellectual and industrial property rights on all of the developed and/or made available programmes, equipment and other materials, information and/or details

such as analyses, (technical) documentation provided during the preparation and/or execution of the Agreement are exclusively reserved by Menicon.

- 10.3 The Buyer states and guarantees Menicon that the Buyer does not violate the rights of third parties in the preparation and/or execution of the Agreement. The Buyer indemnifies Menicon from all claims and shall compensate all damage charged to Menicon or to the party who invokes such a right that results from such a violation.
- 10.4 All drawings, models, technical documentation, computer programmes or other carriers of information as well as all materials that were provided before or during (the preparation of) the execution of the Agreement by Menicon shall remain the property of Menicon at all times and be returned to Menicon after the Agreement has been executed.
11. Termination and annulment without notification of default and judicial intervention, Menicon can immediately terminate or partially terminate the Agreement by way of written notification if the Buyer fails to fulfil the obligations or fails to fulfil them on time or inadequately fulfils the obligations, also if the Buyer - whether temporarily or not - is given suspension of payment, if the Buyer files for bankruptcy, in the event of seizure or impending seizure of property of the Buyer or of property on which property of Menicon is located or if its enterprise is liquidated or terminated other than due to reorganisation or merger of enterprises or if a request to declare the applicability of a debt rescheduling scheme pursuant to Article 284 of the Faillissementswet (Translated: Bankruptcy Act) is submitted for the Buyer. Menicon shall never be bound to any compensation due to this termination.
12. **Period of limitation**
Every right of claim and/or defence against Menicon expires by the mere lapse of one year after the claim.
13. **Confidentiality**
Except with the prior written permission of Menicon, the Buyer is bound to keep all information which it has received directly or indirectly in relation to the order in the broadest sense, confidential.
14. **Applicable law and disputes**
 - 14.1 Dutch law applies to the Agreement between Menicon and the Buyer.
 - 14.2 All disputes that arise from the Agreement and/or these General Conditions of Delivery shall by exclusion be brought before the court of competent jurisdiction in Assen the Netherlands.

These General Conditions of Delivery shall apply starting from 6 October 2023