

TERMS AND CONDITIONS OF SALE - LENSES, INSTRUMENTS & FRAMES

Accurate as of July 2021.

1. GENERAL DEFINITIONS

1.1 In these Supplier Terms & Conditions of Sale:

“Conditions” means the terms and conditions set out in this document and the Suppliers’ Conditions of Use of Trademarks and Marketing Materials, Terms of Use and Privacy Policy, as amended from time to time and published on the Website;

“Contract” means the contract between the Customer and the Supplier for the sale and purchase of the Products in accordance with the Conditions;

“Customer” means the person, firm or company placing Order(s) with the Supplier;

“GST” means goods and service tax (or similar tax of any other jurisdiction such as value added tax);

“Products” means the lens, spectacles and/or any other instrument which are the subject of sale or supply between the Parties;

“Order” means the Customer’s order for the Products, whatever its format (order form, fax, email, call to the customer service, Whatsapp, through the Ordering System or any other electronic format) and whether written or oral or as the case may be;

“Ordering System” where applicable, means the ordering software (such as Essilor Order) made available by the Supplier to the Customer to order Products in accordance with the Conditions;

“Parties” means the Customer and the Supplier, and “Party” means any one of them;

“Privacy Policy” means the Supplier’s privacy policy, published on the Website, as amended from time to time;

“Purposes” refers to the purposes mentioned in the Privacy Policy;

“Supplier” means ESSILOR INDIA PRIVATE LIMITED, with registered office at Prestige Trade Tower, #46, 10th Floor, Palace Road, High Grounds, Sampangi Ramanagar, Bangalore 560001; and

“Website” means the website accessible at www.essilorindia.com.

1.2 By placing any Order with the Supplier, the Customer acknowledges having read and accepted the Conditions and have consented and agreed to the Privacy Policy.

1.3 The Conditions apply to all Orders to the Supplier for a delivery in India, to the exclusion of any other terms that the Customer seeks to impose or incorporate and accepted in writing by the Supplier to these Conditions. All quotations are given and all Orders are accepted on these Conditions which shall supersede any other terms appearing in the Supplier’s catalogue or elsewhere, and shall override and exclude any other terms stipulated or referred to by the Customer

in any negotiations and any course of dealing established between the Supplier and the Customer, unless otherwise mutually agreed to by the Supplier and the Customer in writing.

1.4 The Supplier reserves the right to amend the Conditions at any time. Any amendments to the Conditions will not affect Orders which have been accepted by the Supplier prior to the said amendment(s) to the Conditions, but will be governed basis the effective date of such amendment for future Orders.

2. ORDERS

2.1 An Order made by the Customer shall be construed as a binding offer by the Customer, until and unless rejected by the Supplier.

2.2 The Customer shall be responsible for ensuring that the terms of the Order and any applicable specification submitted by the Customer are complete and accurate. In particular, the description and the quantity of Products shall be set out in the Order. In the event of dispute over the terms of the Order, the data entered by the Customer in the Ordering System (where applicable) shall prevail.

2.3 An Order shall only be deemed accepted by the Supplier, and a Contract formed, upon written or verbal acceptance communicated to the Customer by the Supplier. All Orders accepted by the Supplier shall, unless expressly agreed in writing by the Supplier, be deemed to be accepted subject to the Conditions. The Supplier shall have absolute discretion in determining whether to reject an Order from the Customer.

2.4 For the avoidance of doubt, there shall be no cancellation or modification of an Order by the Customer once Order is accepted by the Supplier, unless the Supplier agrees to such cancellation or modification. For the purposes of this Section 2.4, any response and/or decision of the Supplier shall be final and binding on the Customer.

2.5 Any samples, descriptions and illustrations in the Supplier's catalogues or brochures, price lists and advertisements or otherwise communicated to the Customer shall not form part of the Contract, but shall be treated as being issued or published for the sole purpose of giving an approximate idea of the Products described in them only, unless otherwise stated.

2.6 The Customer is responsible for determining the suitability of the Products for its intended use. If a Customer has requested for certain modifications to the Products and this was agreed to in writing by the Supplier, the determination of whether the modified Products conforms to the Customer's specifications shall be based on a reasonable objective standard.

2.7 The Supplier reserves the right to amend the specification of the Products if required by any applicable statutory or regulatory requirements and in any case to cease at any time the supply of certain lines of Products, without any prior notice and/or incurring any liability to the Customer.

2.8 The Supplier reserves the right to make the opening of an account and the processing of Orders by the Supplier conditional on the provision by the Customer to the Supplier of all

information or documents (such as a copy of the Customer's certificate of incorporation / registry of commerce or equivalent, financial statements and official bank details) reasonably required by the Supplier for the opening of an account, in order to satisfy the Supplier's "know your customer" and creditworthiness checks.

2.9 The Supplier reserves the right not to accept Orders or to terminate all commercial relations in the event that the Customer does not have the qualification or permit required by applicable laws (if any) to sell the Products to the public or if the Products are not sold in a manner which is suitable for the sale of ophthalmic Products (whether in terms of advice, measurement, adjustment, etc.).

3. WARRANTY

3.1 Subject to the conditions and procedure set out in Section 4, the Supplier provides a warranty against manufacturing defects. The Supplier warrants that on delivery the Products shall: a) conform in all material respects with their description, (b) be free from material defects in design, material and workmanship; and c) be of satisfactory quality.

3.2 Without limiting the generality of the foregoing and for the avoidance of doubt, the Supplier shall not be liable in any way for any of the following (i) any defects in the Products that arise from the Customer's neglect, negligence, misuse, abuse, damage, external action or from normal wear and tear, and/or (ii) any other goods, products, materials, services and/or items of any kind whatsoever and regardless of howsoever the damage or defect may have occurred, including without limitation any damage to any spectacle frames sent by the Customer and/or its clients to the Supplier for edging/lens fittings purposes.

3.3 The warranty set out in the Conditions shall be void if installation, operating or maintenance instructions are not observed, or if parts are replaced or materials used are not in accordance with Supplier's original product specifications unless the Customer can show that the defect in question did not result from such non-observance of instructions. The Customer shall have no claims against the Supplier in respect of Products sold as lower-class or used goods.

3.4 All other warranties and conditions (implied or expressed at law or otherwise) that exceed the above obligations, are hereby disclaimed and excluded to the fullest extent permitted by applicable laws. So long as the Products supplied are of sound commercial quality, the Supplier does not guarantee their suitability for any specific purpose, even if that purpose is known to the Supplier.

4. RETURN OF PRODUCTS

4.1 It is the Customer's responsibility to check the item references, quantities, condition, and conformance of the Products to the Order at the time of delivery. Products can only be returned with the prior written agreement of the Supplier, unless the Products are returned due to defects or incorrect delivery. Any claim or complaint/defect/deficiency (hereafter "Claims") shall be intimated to the Supplier in writing within 48 hours of receipt of goods. The Supplier, at its discretion, without

being obligated to under any circumstance, whether in law or otherwise may consider Claims beyond the said 48 hours.

4.2 The Products returned must be sent, insured and carriage paid to the Supplier's warehouse within two (2) weeks from the date of the Supplier's delivery of the Products, in the original packaging and be accompanied by a packing slip clearly stating the quantity and description of the Products returned, the reason for the return and quoting the delivery challan of the returned Products.

4.3 The Supplier reserves the absolute right (but not the obligation) to issue credit notes upon receipt of Products returned by the Customer in accordance with the Conditions, and such credit notes may be used by the Customer to offset against amounts it owes to the Supplier for Products ordered or delivered from time to time.

4.4 In the event the reason for the return is due to the Customer's claim that the Products are defective, the Supplier shall undertake technical examination of the Products in their original or equivalent packaging. The Supplier undertakes at its option to repair or replace the affected Products if the defects fall within the warranty although under no circumstances will the Supplier's liability exceed the cost of replacement or the price paid by the Customer for the Products. The Supplier may refuse to remedy defects if the Customer has not complied with the request to return the Products claimed to be defective as stated hereunder. Further, raising a Claim shall not entitle the Customer to withhold or set off against any payments due to the Supplier.

4.5 If the Supplier elects to replace the affected Products, the affected Products that were returned to the Supplier shall be the property of the Supplier.

5. PRICE

5.1 The price to be paid for the Products will be set out in the Supplier's invoice, or (if no price is quoted) will be based on the Supplier's price list prevailing on the date of delivery. All prices for the Products are quoted as net prices and do not include the costs to transport the Products and any applicable GST, which shall be paid additionally by the Customer.

5.2 The Supplier shall be entitled to adjust the variable price to be paid for the Products by such amount as it thinks fit at any time before the despatch of the Products (including additional charges for postage) in the event of any increase in the cost to the Supplier in supplying the Products, whether such increase shall result from higher costs of raw materials, labour, transport or overhead expenses, or any delay caused by instructions or requests from the Customer, or from any other cause whatsoever. The adjusted price shall be communicated by the Supplier to the Customer.

5.3 Subsequent to the raising of invoice, any increase in duties, levies or taxes, directly or indirectly affecting the price of the Product sold and consequently any additional charges, expenses or

payments which that may be incurred by the Supplier shall be invoiced to the Customer and the Customer shall acknowledge such payment without protest or demur.

6. PAYMENT

6.1 The Supplier's standard mode of payments are online payment, cheque, demand draft, pay-order against the sale of Products, the credit for which shall be provided to the Customer upon realisation.

6.2 Payment for the Products shall be promptly made in full without withholding, deduction or set off.

6.3 The Supplier's standard payment terms are 30 (thirty) days from the date of invoice or debit note, as the case may be, provided that the Supplier, at its discretion, approve extended credit period, which shall be communicated to the Customer by letter or over electronic mail. Provided that, such extended credit periods shall be applicable prospectively and be valid for a period of 1 year, until extended with or without modifications and in writing by the Supplier. Any delay in payment beyond the normal credit period, or as the case may be, the extended credit period, shall be charged with a late payment fee of 18% p. a. on the outstanding amount, until the date of actual payment.

6.4 Any payment, whether in part or in full, made as an advance or security deposit shall be acceptable by the Company. However, such amount shall not carry any interest. Such advance or security deposit is non-refundable and non-adjustable. In case of any cancellation or if Customer fails to abide any of the contractual terms, the amount lying with company shall be forfeited and adjusted against the losses that may be suffered by the company as a result thereof and remaining amount of losses shall still be recoverable from the Customer.

6.5 The Supplier may at any time require the Customer to make partial or full payment in advance of shipment.

6.6 The Supplier reserves the right, at its sole discretion and as it deems appropriate having regard to the creditworthiness of the Customer, to set up credit limits to the Customer which can be reviewed from time to time, without giving notice to the Customer unless required by law.

6.7 Should the Customer (a) fail to make payment by the due date or when required; or (b) exceed the credit limits set out by the Supplier, the Supplier reserves the right, without prejudice to any other remedy which it may have under this Contract, equity or law, to do one or more of the following: (i) to cancel the Contract and/or any other contract between the Customer and Supplier, (ii) to cease processing Orders or suspend shipments until payment has been made, and in such event, all outstanding sums in respect of Products delivered to the Customer shall become immediately due and payable, (iii) to cancel any rebate, discount or commercial or marketing incentive granted to the Customer but not already credited, and/or (iv) to require all Orders to be paid in cash in advance of delivery or by other means of secured payment chosen by the Supplier,

in all cases until the Customer makes a sufficient payment to pay all outstanding invoices or brings its account within the credit limit provided.

6.8 Where payment is made by means of a bill of exchange, cheque or other negotiable instrument, the Supplier shall be deemed not to have received payment for the purpose of the Conditions until the bill of exchange, cheque or instrument has been honoured on presentation for payment, notwithstanding that the Supplier may have negotiated it and received value therefor.

6.9 The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

7. DELIVERY & RISK

7.1 All delivery dates and time are estimates only and the time of delivery shall not be of the essence in the Contract. Should the Supplier be prevented from or hindered in delivering the Products or any part thereof by reason of a Force Majeure Event, the Supplier reserves the right to cancel or suspend the whole or part of any delivery. In the event the Supplier decides to suspend the delivery, the time for delivery shall be extended by a period equal to that during which the cause preventing or hindering delivery exists. For the avoidance of doubt, late delivery (regardless whether it is caused by a Force Majeure Event or any other reason whatsoever) shall not be grounds for cancellation or refusal to take delivery of the Products or constitute a valid claim against the Supplier for compensation/indemnification under the Contract. In the Conditions, "Force Majeure Event" events, circumstances or causes beyond a party's reasonable control such as floods, earthquakes or other acts of God, or any acts of any governmental body or public enemy, wars, riots, embargoes, epidemics, pandemics notified by WHO, fire, IR issues or any other causes, circumstances or contingencies beyond the control of such Party.

7.2 The Supplier shall not in any way be liable to compensate the Customer in damages or otherwise for non-delivery or late delivery of all or any part the Products for whatever reason or for any loss consequential or otherwise arising therefrom.

7.3 Carriage and packing: A charge for carriage and packing may be levied on orders where special deliveries are required. The Supplier reserves the right where special deliveries are required to pass on these costs to the Customer.

7.5. Subject to the Conditions, Products once delivered to the Customer, shall be deemed accepted by the Customer unless a Claim has been raised in accordance with Section 4 of this Conditions.

8. RETENTION OF RISK AND TITLE

8.1. Unless otherwise agreed to in writing, our standard revenue recognition norms are "ex - factory".

8.2. Unless otherwise agreed to, the INCOTERMS governing the sale of Products under the invoice are “Ex-Factory”. This shall mean that risk and title to the Products shall shift to the Customer ex-factory.

9. TRADEMARKS & ADVERTISING MATERIALS

The Customer shall comply with the Suppliers’ Conditions of Use of Trademarks and Marketing Materials, which are incorporated by reference to the Conditions, and procure that its employees, agents, customers, consultants, partners, associates etc. comply with the same.

10. LIMITATIONS OF LIABILITY

10.1 The Supplier’s overall liability (if any) whether in Contract or otherwise in respect of any defect in the Products or for any breach of the Contract or of any duty owed to the Customer in connection therewith shall be repair and or replacement and the same shall be limited to the price of the Products in question. The Supplier shall not be liable for any loss or monetary compensation or any duty owed to the Customer arising from any damage to the Products occurring after the risk has passed to the Customer however caused, nor shall any liability of the Customer to the Supplier be diminished or extinguished by reasons such as loss of the Products.

10.2 The Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit and/or revenue, or any indirect or consequential loss arising under or in connection with the Contract.

11. COMPLIANCE

11.1 The Customer shall comply with all applicable laws, statutes, regulations and codes, including without limitation anti-bribery, anti-corruption, anti-money laundering laws, embargoes and economic sanctions, competition law, environment, transport and customs, data security, human rights regulations –including anti-slavery, child labour, human trafficking laws-, and procure the same from its agents, distributors, suppliers and subcontractors.

11.2 The Customer acknowledges the Supplier’s Code of Ethics and Guidelines to prevent bribery and corruption, accessible on the website www.essilor.com.

12. TERMINATION

12.1 The Supplier shall have the right to forthwith terminate the Contract, cease processing Orders and/or cancel any outstanding delivery without prejudice to any other right or remedy available to it at law or otherwise if a) the Customer shall commit any breach of its obligations under the Contract and does not rectify the same within a period of seven (07) days from the date of notice by the Customer, b) the Customer shall default in payment of any sum due to the Supplier under the Contract within the specified time, c) any distress, execution or other legal process shall be levied against the Customer’s property or assets, d) the Customer takes any step or action in connection

with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, or e) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.2 The Customer shall not be entitled to cancel the Contract without the consent of the Supplier, which if given shall be deemed to be on the express condition that the Customer shall indemnify the Supplier against all loss, damage, claims or actions arising out of such a cancellation.

12.3 Upon terminating the Contract, all amounts payable by the Customer to the Supplier will become immediately due and payable.

12.4 Sections 7, 8, 9, 10, 12, 13 and 14 of the Conditions will survive the termination or cancellation of the Contract.

13. PERSONAL DATA PROTECTION

13.1 The Customer and the Supplier agree to comply with all applicable data protection laws and regulation.

13.2 The Supplier's Privacy Policy, which is incorporated by reference to the Conditions, shall apply to all personal data received by the Supplier from the Customer, whether relating to the Customer, its purchasers, end-consumers and/or other users of the Products. By issuing Orders, the Customer accepts the terms of the Supplier's Privacy Policy and consents to the collection, use, disclosure and processing of personal data in accordance with the Privacy Policy and Terms of Usage (accessible on the Website).

13.3 The Customer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful collection, use, disclosure, processing and transfer of personal data for the duration of the Contract and the Purposes, in accordance with all applicable data protection and privacy laws and regulations.

13.4 By providing the Supplier with personal data, the Customer undertakes to obtain prior consent from the relevant data subjects for the processing of their personal data by the Supplier or its representatives for the Purposes.

13.5 The Customer may refer data subjects to this Section and/or the Privacy Policy for more information on how the Supplier processes personal data.

14. MISCELLANEOUS

14.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract; but the Customer may not assign, transfer, mortgage, 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 the Supplier.

14.2 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 the Contract shall not affect the validity and enforceability of the rest of the Contract.

14.3 **Governing law. Arbitration.** The Contract shall be governed and construed in accordance with the Laws of India. The courts of Bangalore have an exclusive jurisdiction to settle any dispute arising out of or in connection with the Contract, including a dispute regarding the existence, validity or termination of the Contract, notwithstanding the introduction of third parties or an action to enforce warranty by urgent procedures or as a protective measure and by summary of ex-parte proceedings.

14.4 The rights and remedies conferred upon the Supplier in the Conditions shall be in addition, and without prejudice, to all other rights and remedies available to it at law, in equity, by statute or otherwise.

14.5 Any release, waiver or compromise of any obligation or term under the Contract shall be in writing and shall not be deemed to be a release, waiver or compromise of similar or any other obligations or terms in the future.

14.6 No failure on the part of the Supplier to exercise, and no delay on its part in exercising, any right or remedy under the Contract will operate as a release or waiver, and any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.

14.7 Save as expressly provided otherwise, any right of termination conferred upon the Supplier shall be in addition to and without prejudice to all other rights, claims and remedies available to it and no exercise or failure to exercise such a right of termination shall constitute a waiver of any such other right, claim or remedy.

14.8 A person who is not party to the Contract has no rights to enforce any term of the Contract.

14.9 Wherever appropriate, a singular term shall be construed to mean the plural where necessary, and a plural term the singular.