

1. GENERAL

1.1 In these Terms & Conditions of Sale (Lenses):

“**Conditions**” means the terms and conditions set out in this document and the Suppliers’ Conditions of Use of Trademarks and Marketing Materials, 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 stock and Rx optical lenses 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 “Essicliq”) 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 Optical Supply of Asia (Singapore), UEN number: 52893634D with its registered address at 201 Kallang Bahru #02-00 Essilor Building I Singapore 339338; and

“**Website**” means the website accessible at <https://www.osa.com.sg/>

1.2 By placing any Order with the Supplier, the Customer acknowledges having read and accepted the Conditions.

1.3 The Conditions apply to all Orders to the Supplier for a delivery to Singapore, Europe, or such other countries that the Supplier ships to, to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, so far as such exclusion is permissible under applicable laws. All quotations are given and all Orders are accepted on the 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.

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, a cancellation or modification of an Order by the Customer shall not be effective 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 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 shipment from the Supplier’s warehouse, 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. The warranty is valid for one (1) month starting from the date stated on the Supplier’s invoice.

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, r (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 and/or (iii) any damage/defects in the Products that arose during the course of transportation to the Customer.

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 replaced with the prior written agreement of the Supplier due to defects (in accordance with AQL4.0 standards) or incorrect delivery.

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 invoice number of the original delivery and a copy of the delivery slip 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. Complaints by the Customer in respect of the Products alleged to be defective shall be made within five (5) days of delivery and 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, import and export permits costs, and any applicable taxes, which shall be paid additionally by the Customer.

- 5.2 The Supplier shall be entitled to adjust the 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.
6. **PAYMENT**
- 6.1 Payment for the Products shall be promptly made in full without withholding, deduction or set off, and paid to the bank account to be notified by the Supplier, in accordance with the credit terms agreed with the Supplier.
- 6.2 In case no payment term is set out in the Order, all payments shall be due within 30 days of invoice date.
- 6.3 If GST is or becomes payable in respect of any amount payable by the Customer, the GST shall be payable by the Customer to the Supplier at the same time when the invoice amount is paid by the Customer. The Customer shall also reimburse (or cause to be reimbursed) any GST paid or payable by or on behalf of the Supplier on any expenses incurred by the Supplier in connection with the Contract to the extent that the Supplier does not receive and retain a credit in full as input tax in respect of such payment.
- 6.4 All payments due under the Contract are to be made in cash in the currency mentioned in the invoice, free and clear of and without deduction or withholding for any set-off, claim or applicable taxes except as may be required by applicable laws. If any deduction or withholding of tax is required by law, or any taxation authority introduces taxes on any sum payable to the Supplier pursuant to the Contract, the amount so payable shall be increased by such amount as will ensure that the net amount received by the Supplier is equal to what would have been received under the Contract if no such deduction or withholding had been required, or if no such tax had been charged. All banking fees shall be borne by the Customer.
- 6.5 The Supplier shall have the right to levy and be paid interest at the rate of 3 percent per annum on all sums due to the Supplier and unpaid, for the period from the date upon which payment is due until the date upon which payment is made, both before and after any judgment, but nothing herein shall entitle the Customer to withhold or delay any payment due to the Supplier after the date upon which it falls due or in any way prejudice or affect the Supplier's rights in relation to the said non-payment. The Customer shall pay the interest together with the overdue amount.
- 6.6 The Supplier may at any time require the Customer to make partial or full payment in advance of shipment.
- 6.7 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.
- 6.8 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, 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.
- 6.9 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.
- 6.10 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**" means any event reasonably beyond a Party's control, which could not be reasonably foreseen by that Party on the date the Contract was formed and which cannot be avoided or overcome at a reasonable additional cost.
- 7.2 Part delivery: Orders are generally despatched complete but in the event of shortages or any other reason beyond the Supplier's control, part delivery may be made in the absence of instructions from the Customer to the contrary. If the Supplier delivers the Products by instalments, each instalment shall constitute a separate Contract and shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 7.3 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.
- 7.4 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.
8. **RETENTION OF TITLE**
- 8.1 The Products are at the risk of the Customer from the time of shipment from the Supplier's warehouse (or as per the applicable incoterm) but the title to the Products shall not pass to the Customer at the time of delivery until all sums due or owing by the Customer to the Supplier on any account whatsoever (including debts arising before the date of the Contract) have been paid in full.
- 8.2 Until title and ownership of the Products have passed to the Customer:
- (i) The property and title in the Products shall remain with the Supplier and the Customer shall hold the Products on a fiduciary basis as bailee for the Supplier.
 - (ii) The Products shall be stored separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property, and the Customer shall not remove, deface or obscure any identifying mark or packaging on or relating to the Products.
 - (iii) The Customer shall maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery, and give the Supplier such information relating to the Products as the Supplier may require from time to time.
 - (iv) The Customer shall be entitled to sell in the ordinary course of its business any of the Products which are the property of the Supplier as long as the Customer has not breached any of the Conditions hereunder, and on condition that the Customer shall hold on trust for and on demand pay or transfer to the Supplier (to the extent of any monies due to the Supplier) the proceeds of such sale and all claims that the Customer may have against its purchaser as a result of such sale.
- 8.3 If any of the events mentioned in Section 12.1 occurs, or the Supplier reasonably believes that any of these events is about to happen and notifies the Customer accordingly, then in each such case the Customer's power of sale shall automatically cease and the Supplier shall have the right with or without prior notice at any time to take possession of the whole or any part of the Products (and for that purpose to go onto any premises occupied by the Customer or any subsidiary, parent or associated company of the Customer) to the value of all sums due to the Supplier, without prejudice to any other right or remedy available to the Supplier at law or otherwise.
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 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 limited to the price of the Products in question. The Supplier shall not be liable for any loss 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, 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, b) the Customer shall default in payment of any sum due to the Supplier under the Contract, 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 (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.

13.6 The Supplier shall:

- (i) Process or transfer the personal data provided by the Customer only on documented instructions from Customer to this Agreement, unless the Supplier is required to otherwise process or transfer personal data under the laws of the European Union or one of its Member States;
- (ii) Take all necessary steps to ensure reliability of any employees, consultants, agents and contractors of the Supplier who have access to the personal data provided by Customer pursuant to this Agreement;
- (iii) Ensure that appropriate technical and organizational measures are taken to ensure a level of security appropriate to the risks that are presented by processing;
- (iv) Provide assistance to Customer to respond to requests from data subjects who are exercising the rights they are entitled to under the regulation;
- (v) Upon termination of the Agreement and at the choice of Customer either delete, or return to Customer, all the personal data provided by the Customer, and delete existing copies, it being understood that in both cases the Supplier may retain a copy of such personal data to the extent it is required under the laws of the European Union or one of its Member States.

13.7 The Customer specifically authorizes the engagement of the Supplier's Affiliates as sub-processors. In addition, Customer generally authorizes the engagement of any other third parties as sub-processors.

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 Singapore. Any dispute, controversy, difference or claim arising out of or relating to the Contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") under the Arbitration Rules of the SIAC in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Singapore. The number of arbitrators shall be one, which shall be mutually agreed upon by the Parties. In the event the Parties fail to reach mutual agreement on the arbitrator, the Parties agree that the arbitrator shall be appointed by the Chairman of the Board of Directors of SIAC. The arbitration proceedings shall be conducted in English. Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore to support and assist the arbitration process pursuant to this Section 14.3, including, if necessary, the grant of interlocutory relief pending the outcome of that process and the enforcement of any arbitral awards.

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 under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term of the Contract, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

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