

Terms and Conditions (continued)

7.10.4 All costs of return carriage, freight, insurance and postage in relation to such returned Goods shall be paid by the Customer and, for the avoidance of doubt, the Goods shall be at the Customer's risk until return delivery is accepted by the Company.

7.10.5 All such returned Goods should be returned to: Returns Department, Johnson & Johnson Vision Care UK, European Vision Care Centre, Hanworth Road, Sunbury TW16 5LN.

Recall of the Goods

7.11 In the event that any Goods are subject to a recall by the Company, the Customer shall provide to the Company as much information as is reasonably possible regarding the whereabouts of the Goods.

8 Title and Risk

8.1 The Goods shall be at the Customer's risk at the time of delivery, unless the parties have agreed in writing that the Goods are to be collected from the Company's premises, in which case, the Goods shall be at the Customer's risk when the Company notifies the Customer that the Goods are available for collection.

8.2 Property in the Goods shall not pass from the Company until:

8.2.1 the Customer has paid the price in full; and

8.2.2 no other sums whatsoever are due from the Customer to the Company.

8.3 Until property in the Goods passes to the Customer in accordance with condition 8.2, the Customer shall:

8.3.1 hold the Goods on a fiduciary basis as bailee for the Company;

8.3.2 store the Goods separately from all other goods in its possession and mark them in such a way that they are clearly identified as the Company's property; and

8.3.3 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price.

8.4 The Customer may sell at full market value or use the Goods only in the ordinary course of the Customer's business. The Customer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Company to the Customer, any such sale or dealing shall be a sale or use of the Company's property on the Customer's behalf, and the proceeds of sale or otherwise of the Goods, to the full extent of the price of the Goods, shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.

8.5 The Company shall be entitled to recover the price notwithstanding that property in any of the Goods has not passed from the Company.

8.6 Until such time as property in the Goods passes from the Company, if the Customer:

8.6.1 enters into liquidation or has a winding up order made against it or has an administrator, receiver or manager appointed in respect of its assets; or

8.6.2 fails to make payment in accordance with these conditions, the Customer shall upon request deliver up to the Company such of the Goods as have not ceased to be in existence or resold. If the Customer fails to do so, the Company may enter upon any premises owned, occupied or controlled by the Customer where the Goods are situated and repossess the Goods.

8.7 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Company. If the Customer does so, all sums whatever owing by the Customer to the Company shall forthwith become due and payable.

8.8 On termination of the Contract, howsoever caused, the Company's rights contained in this condition 8 shall remain in effect.

9 Warranties and Liability

9.1 Subject as expressly provided in the Contract, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.2 Subject as expressly provided in the Contract, all terms, conditions, warranties and representations (whether implied or made expressly) whether by the Company, its servants or agents or otherwise relating to the quality and/or fitness for the purposes of the Goods are excluded to the fullest extent permitted by law.

9.3 The Company shall be under no liability in respect of any damage arising from fair wear and tear, fire or accident,

wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions or misuse of the Goods. The Customer must pass the Company's instructions for use of the Goods onto any purchasers or potential users of the Goods.

9.4 The Customer shall indemnify the Company for any losses incurred by the Company in respect of any claim brought against the Company as a result of:

9.4.1 use of the Goods by the Customer in breach of any applicable laws and regulations with regard to the sale of contact lenses and prescription policy; or

9.4.2 infringement of any patent, copyright or other third party intellectual rights relating to the Goods by the Customer, or

9.4.3 any other breach of these terms and conditions by the Customer.

9.5 The Company shall not be liable to the Customer for any indirect or consequential losses (including indirect loss of profit, loss of use, loss of production, loss of business, loss of business opportunity, loss of business revenue and loss of goodwill) arising under or in connection with the Contract.

9.6 Subject to condition 9.8, where any valid claim in respect of the Goods is notified to the Company in accordance with these conditions, the Company shall be entitled to repair or replace the Goods (or the part in question) or, at the Company's sole discretion, refund to the Customer the price of the Goods (or proportionate part of the price), and the Company shall have no further liability to the Customer.

9.7 Subject to condition 9.8, the entire liability of the Company arising under or in connection with the performance of the Contract howsoever arising shall not exceed the value of the Goods supplied under the Contract.

9.8 Nothing in these conditions shall exclude or limit the liability of the Company for death or personal injury caused by the Company's negligence, fraud or fraudulent misrepresentation, or any other matter in relation to which it would be illegal for the Company to exclude or attempt to exclude its liability.

9.9 The customer agrees to comply in full with all applicable country laws, regulations, and professional codes, in particular those relating to the purchase or sale of contact lenses. This includes (but is not limited to) the Opticians Act (and any statutory instruments made under that Act), and in particular the sections of that Act which require that no sale of contact lenses may be made to a patient unless the patient has provided either their optician's details or a valid prescription prior to such sale. Due to the distinct selling models of online and mail order Customers, the Company reserves the right to take any reasonable additional steps it deems necessary to verify with such Customers their compliance with all such laws, regulations and professional codes.

9.10 The Company reserves the right to make any further sales or supply of Goods to any Customer whom it knows or has good reason to believe is not in compliance with any such applicable laws, regulations or professional codes as referred to in condition 9.9 above, and to refer any such non-compliance to the relevant UK regulatory or professional bodies.

10 Force Majeure

10.1 The Company shall not be responsible for any failure to fulfil its obligations under these conditions and/or in relation to the Goods if such failure is caused by an event which is beyond its reasonable control, including acts of God, war, armed conflict, acts of terrorism, riot, strikes, industrial action (including action involving the Company's employees), fire, flood, any natural disaster, any defaults by the Company's suppliers or subcontractors, difficulties obtaining workmen or materials, and breakdown of machinery.

10.2 If such event continues for more than one month, the Company may terminate the Contract without liability.

11 Assignment

11.1 The Company may assign the Contract or any part of it to any company, firm or organisation.

11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed).

12 Export

The customer shall not supply Goods to customers outside the Territory. The "Territory" shall mean the European Community, the EFTA countries, Switzerland

and all countries which have concluded free trade agreements with the European Community.

13 Miscellaneous

13.1 All communications between the parties about the Contract shall be in writing and shall either be delivered personally or by pre-paid first class post or sent by facsimile or electronic mail. The physical address for service of each party shall be its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice and the facsimile number or email address to be used for service utilising this media shall be such facsimile number or email address as may at the relevant time have been notified pursuant to this provision to the party giving notice. In the absence of evidence of earlier receipt, any notice shall be deemed to be duly served:

13.1.1 if sent by first class post, two working days after posting; or

13.1.2 if delivered personally, when left at the relevant address; or

13.1.3 if sent by facsimile or email, at the time of transmission.

13.2 Save as required to be disclosed by law both parties, their employees and agents shall at all times keep confidential and secret and shall not disclose to any person any information, materials or documents acquired in connection with the Contract which concerns the other party, its employees or business. On termination of the Contract, howsoever caused, the parties' obligations contained in this condition 13.2 shall remain in effect.

13.3 Each right or remedy of the Company under these conditions is without prejudice to any other right or remedy of the Company.

13.4 On termination of the Contract, howsoever caused, all obligations which are expressed to remain in effect shall survive termination of the Contract, together with such conditions the survival of which is implied or is necessary for the interpretation or enforcement of the Contract.

13.5 A person who is not a party to the Contract shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of such contract.

13.6 If any provision of the Contract is held to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed to be severable and the remaining provisions of the Contract and the remainder of the provision shall continue in full force and effect.

13.7 No waiver or forbearance by the Company (whether express or implied) in enforcing any of its rights under these conditions shall prejudice its right to do so in the future.

13.8 These conditions are subject to the law of England and Wales. All disputes arising in relation to these conditions or the Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14 Anti-Corruption

14.1 The Customer undertakes that it shall not, and shall procure that its employees, agents and representatives shall not:

engage in any activity, practice or conduct which would constitute an offence under section 1, 2 or 6 of the Bribery Act 2010 if carried out in the UK; or

violate any bribery, fraud, kickback, or other similar anti-corruption law of any jurisdiction including for the avoidance of doubt the US Foreign Corrupt Practices Act.

15 Rights of Termination

15.1 Without affecting any other rights and remedies the Company may have, the Company shall be entitled to terminate any or all Contracts if the Customer:

- is in material breach of these conditions; or
- is in breach of clause 14.1.

If the Company terminates any Contract under this clause, then without affecting any other rights and remedies it may have, all sums outstanding shall be immediately due and payable, and the Company shall be entitled to enter any premises owned, occupied or controlled by the Customer where the Goods are situated for the purposes of recovering any Goods that are the property of the Company.

UK & Ireland Customer Service Information

Johnson & Johnson

VISION CARE COMPANIES

UK & Ireland Customer Service Information

How to Order

By Phone Customer Services Free Phone Number:
0800 022 4222 or 1800 812 100 (Eire)

Online www.jnjvisioncare.co.uk or www.jnjvisioncare.ie
Simply log in and you can place your order 24 hours a day, seven days a week.

If you have questions regarding product quality, as well as medical and technical enquiries please contact our Customer Services Team on 0800 022 4222 (UK) or 1800 812 100 (ROI).

For any billing enquiries please contact the UK Financial Services team on 020 7365 0637 or Irish Financial Services team on 0124 21040.

For training and service level improvement to our customers, calls to and from Customer Services may be monitored.

Delivery

All orders will be consolidated every day with a 6pm cut off.

All revenue orders will be shipped by courier and delivered in 2 working days (subject to stock and credit approval. Excludes Scottish Highlands). No minimum order required.

All revenue deliveries of £56.00 / €71.00 or more will not incur a delivery charge. Revenue deliveries below £56.00 / €71.00 will incur a small order charge of £4.50 / €6.00.

Diagnostic lens orders will either be:

- held and shipped together with revenue orders by courier, or

- where no revenue orders are placed in that same week; diagnostic only orders will be shipped by courier on Friday and will not incur a delivery charge.

Direct to patient (ACUVUE® Home Delivery) orders will be shipped by our nominated delivery method and charged a standard fee of £1.50/€2.50.

Special or urgent deliveries (for revenue or diagnostic orders) requested by the customer shall be subject to an additional postage fee of £4.50/€5.50.

Returns

Lenses purchased directly from Johnson & Johnson Vision Care Companies can be returned for credit provided that they are received back in their original unopened packaging, free of stickers, marks or any other type of package alterations.

Please provide the reason for the return on the shipping documents or using our returns form available online at www.jnjvisioncare.co.uk or through a Johnson & Johnson Vision Care Companies representative.

Returns of 100 boxes or more need to be authorised by a Johnson & Johnson Vision Care Companies representative.

The company will not accept returns of Diagnostic Lenses or made to order specialty packs. For more details on our returns policy please refer to the Johnson & Johnson Vision Care Companies Terms and Conditions.

Privacy

The following provides an overview of the Johnson & Johnson Vision Care Companies privacy policies.

What information do we gather?

Your business contact details, delivery details and invoicing information. With regards to patients, we will only collect and hold that information which is required to carry out direct to patient deliveries on your behalf, that is name, prescription and delivery information.

How do we use this information?

The information we collect is used in the financial transactions involved in the purchasing, invoicing and delivery of products from Johnson & Johnson Vision Care Companies. The patient information we hold is held to allow Johnson & Johnson Vision Care Companies to deliver products on behalf of yourself to your patients.

Who else has access to this information?

Johnson & Johnson Vision Care Companies is part of the global Johnson & Johnson group of companies, and your information may therefore be shared with our global organisation via our secure global systems. We will not however share your personal information with any third party, except where requested or necessary to meet your requirements.

Sensitive personal data

We do not seek to collect or hold any sensitive personal information for the purposes of purchasing products. We hold patient information for the sole purpose of delivering products to them on your behalf. If we do at any point collect sensitive personal data, for any other purpose then we would seek your permission at the point of collection.

Consent

By placing an order with us, you consent to the use of you and your patients' personal data for the purposes and in the manner described above. In the event that we wish to collect or use your personal data for any other purposes, we will specify these at the point of collection and specifically request your consent to do so.

Access to your information

You are entitled to have access to information we hold about you and have it corrected if it is inaccurate. If you would like to have access please send a request in writing to the privacy officer at the address below.

If you have any questions regarding privacy and your information please contact the privacy officer by letter at:

Privacy Officer
Johnson & Johnson Vision Care Companies UK & Ireland
Pinewood Campus
Nine Mile Ride
Wokingham
Berkshire RG40 3EW
UK

Or by email at dataprivacyjvc@its.jnj.com

Terms and Conditions UK & Ireland

1 Definitions

“**Company**” means Johnson & Johnson Medical Limited (registered in the United Kingdom under number SC132162)

“**Contract**” means the Order accepted by the Company and incorporating these conditions

“**Customer**” means the company, firm or organisation whose Order for the Goods is accepted by the Company

“**Goods**” means the goods which the Company agrees to supply in accordance with these conditions and which are identified on the Order

“**Order**” means the order for the purchase of the Goods submitted by the Customer

- 1.1 Any reference to a law is a reference to it as in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2 Where a condition provides for a list of items following the word “including” or “includes”, then such list is not to be interpreted as being an exhaustive list.

2 Regulatory

- 2.1 The Customer shall comply with all applicable laws and regulations in the relevant jurisdiction(s) relating to the sale of contact lenses, including any applicable prescription policy. In the UK this includes the Opticians Act 1989 and statutory instruments made under that Act. The Customer agrees that it shall not sell the Goods to patients in any jurisdiction unless the Customer has first ensured that it has complied with all applicable laws and regulations, including, where required, that the sale will be effected by or under the supervision of a registered optometrist, ophthalmologist, optician or other appropriate eye care practitioner, as applicable.
- 2.2 The Customer agrees that, in accordance with applicable laws and regulations, it will not sell the Goods to patients in the UK without a valid prescription or specification (or in any other jurisdiction where there is an equivalent requirement). The Customer agrees that it shall have a system in place to check the validity and regulatory compliance of such prescriptions or specifications and that sales to patients are effected by or supervised by an appropriate Eye Care Practitioner.
- 2.3 The Company reserves the right to terminate any Contract and/or refuse to accept further Orders if it reasonably believes that the Customer is in breach of clause 2.1 or 2.2. above.
- 2.4 Without affecting any other rights and remedies the Company may have, the Company shall be entitled to terminate any or all Contracts if the Customer:
 - is in material breach of these conditions; or
 - is in breach of clause 14 (Anti-Corruption)

If the Company terminates any Contract under this clause, then without affecting any other rights and remedies it may have, all sums outstanding shall be immediately due and payable, and the Company shall be entitled to enter any premises owned, occupied or controlled by the Customer where the Goods are situated for the purposes of recovering any Goods that are the property of the Company.

3 Incorporation of Conditions

- 3.1 Subject to any specific written agreement between the parties or notification by the Company on the prices of the Goods, these conditions shall apply to the Contract to the exclusion of all other terms and conditions, including any terms and conditions which the Customer may purport to apply under any order (including the Order), confirmation of order or similar document or in any correspondence.
- 3.2 No variation to these conditions shall be binding unless agreed in writing by an authorised representative of the Company.
- 3.3 Subject to any specific written agreement between the parties or notification by the Company on the prices of the Goods, the Contract constitutes the entire understanding between the Company and the Customer with respect to the Goods and supersedes all previous agreements and understandings between the parties. The Customer acknowledges that it has not relied upon any statement made orally or in writing by the Company, its employees or agents to the Customer, which are not expressly incorporated into the Contract.

4 Ordering

- 4.1 Each Order (whether submitted by telephone, fax, post,

email or electronic ordering system) shall be deemed to be an offer by the Customer to purchase the Goods pursuant to these conditions. The Company may, at its complete discretion, refuse to accept any Order.

- 4.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any Order (including the description of the Goods ordered).

Diagnostic Lenses and Free of Charge Goods

- 4.3 For the avoidance of doubt, where the Company provides Diagnostic Lenses to the Customer free of charge, these conditions shall apply to the supply of such Diagnostics Lenses to the extent relevant.
- 4.4 The Customer shall only use Diagnostic Lenses for trial fitting of patients or for the occasional replacement of torn or lost lenses. The Customer shall ensure that all Diagnostic Lenses are clearly identified as such. The Customer shall not sell Diagnostic Lenses or treat Diagnostic Lenses as replacement Goods for Goods purchased by third parties, including patients.
- 4.5 The Company will actively monitor the use and volume of Diagnostic Lens orders by the Customer and reserves the right, as its absolute discretion, to temporarily or permanently withhold the provision of Diagnostic Lenses.

5 Price and Payment

- 5.1 Subject to condition 5.5 and unless otherwise agreed by the Company in writing, the price of the Goods shall be the price listed in the Company's relevant price list supplied to the Customer and current at the date of the Company's acceptance of the Order. Subject to condition 5.5, any price may be altered from time to time by the Company on giving no less than thirty days' notice to the Customer.
- 5.2 Standard delivery shall be in accordance with condition 7.1. If the Customer requires delivery within an alternative time period, the Customer shall contact the Company's Customer Services Team to agree an alternative time period, which will be charged at an additional cost to the Customer. All delivery times are subject to the Goods being in stock at the time of the Company's acceptance of the Order.
- 5.3 The price is exclusive of VAT and all other applicable taxes and duties, which the Customer shall be additionally liable to pay the Company.
- 5.4 The Company reserves the right at its absolute discretion to charge, and the Customer shall pay, the costs of packaging, carriage and insurance in relation to any particular Order in addition to the price of the Goods. In particular, for small Orders or Orders of Diagnostic Lenses, the Company reserves the right to charge a modest additional delivery fee.
- 5.5 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the reasonable control of the Company.

- 5.6 The Customer shall pay the price within thirty days of the end of the month in which the Company's invoice is issued (the “Due Date”). In the case of payment other than by cash, payment shall only be deemed to have been made on receipt of cleared funds. The time of payment of the price shall be of the essence.

- 5.7 If the Customer fails to make payment on the Due Date then the Company shall be entitled to charge the Customer interest (both before and after judgement) on the amount unpaid, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

- 5.8 The Customer shall not in any circumstances or for any reason whatsoever be entitled to make any deduction or withhold any sum from the price by way of set-off or otherwise.

- 5.9 All payments payable to the Company under the Contract shall become due immediately on its termination, despite any other provision.

6 The Goods

- 6.1 The quantity and description of the Goods shall be as set out in the Order.
- 6.2 The Goods shall be supplied in accordance with the description in the Order. The Company may from time to time make changes to the specification of the Goods, which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.

- 6.3 The specifications and designs of the Goods (including the copyright, design right and other intellectual property in them) shall remain the property of the Company.

- 6.4 The Customer undertakes not to use any trade marks or trade names applied by the Company to the Goods, nor do or permit anything to be done whereby the goodwill or reputation of such trade marks or trade names may be prejudiced or damaged.

- 6.5 All Diagnostic Lenses must be clearly identified as such, and the Customer must not sell to or treat Diagnostic Lenses as replacement Goods for purchased Goods for any third party, including any customer of the Customer.

7 Delivery

- 7.1 Subject to conditions 5.2 and 7.2, delivery of the Goods (other than Diagnostic only orders) shall be made to the delivery address specified in the Order normally within two working days after the date of the Company's acceptance of the Order.

- 7.2 The Company reserves the right to withhold delivery of any Goods if any sum due to the Company under any contract with the Customer is overdue or if, in the reasonable opinion of the Company, the financial standing of the Customer has been impaired for any other reason.

- 7.3 Time for delivery shall not be of the essence and, subject to condition 9.6, the Company shall not be liable for any loss or damage due to any failure by the Company to deliver the Goods (or any of them) promptly or at all.

- 7.4 The Company may deliver the Goods by separate installments or may combine deliveries as it sees fit. Each separate installment shall be invoiced and paid for in accordance with the provisions of the Contract. Each installment shall be a separate Contract and no cancellation or termination of any one Contract relating to an installment shall entitle the Customer to repudiate or cancel any other Contract or installment.

- 7.5 The Customer shall take delivery of the Goods promptly whenever they are tendered for delivery (which shall include signing the relevant delivery note). If, for any reason, the Customer fails to take such delivery of the Goods or otherwise causes or requests a delay in delivery:

- 7.5.1 the Goods shall be deemed to have been delivered;

- 7.5.2 risk in the Goods shall pass to the Customer; and

- 7.5.3 the Company shall be entitled to store or arrange for the storage of the Goods until actual delivery, and charge the Customer for the reasonable costs (including insurance) of such storage and any additional charges incurred in delivering the Goods at a later date.

- 7.6 The Customer shall ensure that adequate and safe facilities and procedures exist at the Customer's premises for the delivery and storage of the Goods.

- 7.7 The Customer shall immediately notify the Company's Customer Services Team if the Goods are not received within seven days of receipt of the invoice.

Acceptance of the Goods

- 7.8 Subject to condition 7.9, the Customer shall be deemed to have accepted the Goods seven days after the date of delivery to the Customer. After acceptance, the Customer shall not be entitled to reject Goods which are not in accordance with the terms of the Contract and the Company shall have no liability whatever to the Customer in respect of the Goods.

- 7.9 Subject to condition 7.10, The Customer must notify to the Company's Customer Services Team any alleged defect, shortage in quantity, damage, loss or failure to comply with description within seven days of receipt and hold the Goods for inspection by the Company.

Return of the Goods

- 7.10 Notwithstanding conditions 7.8 and 7.9, the Customer shall be entitled to return, and shall following receipt by the Company of such returned Goods receive a corresponding credit for, any Goods purchased from the Company under any Contract, in accordance with the following Conditions:

- 7.10.1 Returns of 100 boxes or more shall only be permitted with the prior approval of an authorised representative of the Company.

- 7.10.2 All such returned Goods must be returned in their original unopened packaging and must be free of stickers, marks or any other type of package alteration.

- 7.10.3 The Company will not accept returns of Diagnostic Lenses and made to order specialty Goods packs.