



**General Terms and Conditions of Sale**

<p><b><u>Section 1.</u></b>  <b>Agreement</b></p>	<p>These Terms and Conditions of Sale, together with any other document(s) that FCI Ophthalmics, Inc. and its resellers (“FCI”) has attached hereto or executed that specifically reference these Terms and Conditions of Sale (such as a Sales Order Confirmation, Quotation, and/or Proposal), constitute the entire agreement (“Agreement”) between FCI and you (“Buyer”) regarding the purchase and use of FCI products (“Product(s)”).</p> <p>By accepting delivery of the Product(s), Buyer agrees to accept the Terms and Conditions contained in this Agreement.</p> <p>No addition or amendments are to be made, unless otherwise agreed to in writing and signed by FCI.</p> <p>FCI’s agreement to sell any Products is conditioned on Buyer’s assent to this Agreement and is limited to acceptance of this Agreement, and no specific condition or terms issued by the Buyer which may appear on the purchase order or on any document communicated by the Buyer, shall prevail over this Agreement. All such conditions and terms are objected to and rejected. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend this Agreement. For the avoidance of doubt, the Buyer’s general terms and conditions of purchase are expressly excluded.</p> <p>These Terms and Conditions may be updated or amended from time to time by FCI, a copy of which will be available for review at <a href="https://fci-ophthalmics.com/company/terms-and-conditions">https://fci-ophthalmics.com/company/terms-and-conditions</a>.</p>
<p><b><u>Section 2.</u></b>  <b>Pricing and Taxes</b></p>	<p>Purchases under this Agreement shall be sold and invoiced at FCI’s prices and charges in effect at the time of each shipment of Products unless otherwise specified by FCI in writing (“<b>Price(s)</b>”). FCI reserves the right to change or withdraw published FCI list prices without notice. All Prices are in U.S. dollars. The Price does not include applicable sales, excise, use, or other taxes in effect or later levied. FCI complies with all laws to collect applicable sales taxes and is required by law to collect sales tax in all states. Except for those taxes attaching to FCI (e.g. income taxes), Buyer is responsible for payment of all taxes associated with its purchase of the Product(s), including (but not limited to) sales, use or excise taxes, VAT, duties, or property taxes, and Buyer agrees to indemnify and hold FCI harmless for any liability for such taxes, as well as the collection or withholding thereof, including penalties and interest thereon.</p> <p>In order for FCI to extend tax-exemption status to Buyer, Buyer must provide a tax-exemption certificate from the jurisdiction of the location where the Product will be used prior to acceptance of the order. (Sales Tax Exemption Form). Such taxes will be added to the price of the Product and/or billed separately to Buyer where FCI has the legal obligation to collect the taxes.</p>
<p><b><u>Section 3.</u></b>  <b>Payment Terms</b></p>	<p>Payment will be due net 30 days after the date of FCI invoice regardless of controversies relating to other Product deliveries or undelivered Products. Alternatively, FCI may require a deposit upon placement of the order, in which case the payment balance will be due on delivery (including applicable sales tax, cost of freight, insurance, etc.). Notwithstanding the foregoing, FCI reserves the right to require payment in full, in advance, or C.O.D., or otherwise modify credit terms either before</p>

	<p>or after acceptance of any order if, for any reason, Buyer's credit is or becomes objectionable to FCI. Pending correction of any objectionable credit situation, FCI may withhold shipments without incurring any liability to Buyer. Payments must be made in U.S. Dollars</p> <p>If Buyer fails to fulfill the terms of payment, FCI will have the option to do one or more of the following: (i) decline to accept orders or fulfill pending orders; (ii) require all pending and future orders to be on a pre-paid basis; and (iii) balances not paid when due shall be subject to a service charge equal to one-and-one-half percent (1½%) per month, or the highest rate permitted by law, whichever is less. All bank charges are the Buyer's responsibility. There is no fee for check or ACH payments.</p> <p>FCI accepts Visa, MasterCard and American Express (fees vary based on card).</p>
<p><b><u>Section 4.</u></b> <b>Shipping and Freight</b></p>	<p>All shipments will be made FCI's shipping points. Absent specific agreement otherwise, FCI will select the carrier. Title and risk of loss to the Product(s) passes to the Buyer upon FCI's delivery to the designated carrier or delivery service. Buyer shall reimburse FCI for any insurance proceeds obtained covering losses associated with delivering the Product(s) to the carrier. If a shipment date is indicated on this Agreement, such date is only an estimated delivery date, and not a binding term of this Agreement. FCI will make commercially reasonable efforts to meet the delivery date. If FCI does not deliver the Product(s) within sixty (60) days of the delivery date, then Buyer may terminate this Agreement, and neither Buyer nor FCI will have any further obligations. FCI may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order. All shipping/freight charges will be paid by Buyer.</p>
<p><b><u>Section 5.</u></b> <b>Delivery, Inspection and Acceptance</b></p>	<p>Buyer must inspect delivered Products and, within forty-eight hours (48) from the delivery date, report any claims for defects, damages, shortages or receipt of wrong Products which are discoverable upon a visual inspection. Buyer shall report claims via phone to FCI's customer service by calling 1-800-932-4202. If Buyer fails to timely report any claim, the Products will be deemed irrevocably accepted and such claims will be deemed waived. In the event FCI determines the Product is defective, FCI will issue a replacement Product to Buyer at no additional cost.</p>
<p><b><u>Section 6.</u></b> <b>Return Policy</b></p>	<p>Qualifying products may be returned within 30 days of original invoice date.</p> <p><b><u>RETURN CONDITIONS:</u></b> Returns may only be made on the following conditions: (i) Products must meet all Eligibility and Instruction Requirements set forth below to be considered for return; (ii) Buyer will receive a Credit Note for Product(s) considered Eligible for Return (as defined below) by FCI after successful inspection of the returned Product(s); (iii) each FCI Credit Note may be applied towards future orders from FCI; (iv) Buyer must obtain a "returned goods authorization (RGA) number" from FCI prior to returning Product(s) for return consideration; (v) Products returned without an RGA number will not be considered Eligible for Return; (vi) unless the return of a Product was requested in writing by FCI, Buyer must pay return shipping and handling fees; (vii) if FCI receives Product(s) that are not "Eligible for Return" those Product(s): (a) will not be returned to Buyer; (b) Buyer will not be issued a credit; and (viii) risk of loss and any damage for those returned Product(s) during transit is Buyer's responsibility.</p>

	<p>A 15% restocking fee may apply to returned merchandise.</p> <p><b><u>RETURN ELIGIBILITY AND INSTRUCTIONS:</u></b> In the sole discretion of FCI, a Product is “Eligible for Return” if it meets the eligibility requirements and Buyer has complied with instructions, as follows:</p> <p><b>Eligibility:</b> (i) Buyer must have prior authorization by possessing a valid Returned Merchandise Authorization “RMA” number; Buyer must obtain the RMA number by contacting FCI Customer Service at 800-932-4202 or orders@fci-ophthalmics.com (ii) the Product (s) was purchased directly from FCI by Buyer in accordance with the Terms and Conditions of Sale; (iii) the Product(s) is in Saleable Condition as determined by FCI in its sole and absolute discretion; (to be considered “in Saleable Condition” the Product must not (a) be damaged by water, fire, smoke or power failure; (b) be subjected to extremes in temperature or exposure; (c) be improperly stored or handled, and/or; (d) contain improper packaging or use of shipping materials during return); (iv) the Product(s) is in its original packaging, and has not been opened, crushed, damaged, repacked, over-labeled, price-stickered or reconstituted or tampered with in any way; (v) the Product(s) is in its minimum selling unit of measure; (vi) the Product (s) is not within sixty (60) days prior to its expiration date; (vii) the Product (s) is not a sample or clinical evaluation package; and (viii) the Product(s) is not an accessory or a custom or specially made Product or an accessory.</p> <p><b>Instructions:</b> (i) place the Product in protective packaging (NO SOFT MAILERS OR ENVELOPES); (ii) Products designated as Eligible for Return must be shipped under conditions that maintain its integrity during handling; and (iii) Ship the Returned Product(s) to FCI:</p> <p>FCI Ophthalmics  30 Corporate Park Drive, Ste 310/320  Pembroke, MA 02359  RMA#</p> <p>Risk of Loss for returned Product(s) is Buyer’s responsibility. Buyer shall insure the return package for the at full value. FCI is not responsible for lost or damaged packages.</p> <p><b><u>RETURN EXCLUSIONS:</u></b> FCI will not accept any returns for (i) Products that do not meet the Eligibility and Instruction Requirements above, and (ii) the following Products: (a) Gold and Platinum Lid weights; (b) Instruments; (c) Reusable Sizing Sets; and (d) Blinkeze.</p> <p>The process for reporting defective Products is separate and apart from the return policy outlined in this section. For reporting defective product, see Section 5, above.</p>
<p><b><u>Section 7.</u></b>   <b>Cooperation</b></p>	<p>Buyer shall fully cooperate with FCI in the investigation and reporting of complaints and adverse events related to Product(s), including by using its best efforts to retrieve, preserve and return any affected Product to FCI for investigation in accordance with FCI’s instructions.</p>
<p><b><u>Section 8.</u></b>   <b>Assignment</b></p>	<p>Buyer shall not assign or transfer any rights, duties or obligations under this Agreement, in full or in part by operation of law or otherwise, without FCI’s prior written consent. FCI may freely assign this Agreement.</p>

<p><b><u>Section 9.</u></b></p> <p><b>Sample Product</b></p>	<p>FCI may provide a no-cost Product to Buyer to allow Buyer to assess the appropriate use and functionality of the Product (“Sample Product”). The quantity of Sample Product requested by and provided to Buyer must not exceed the amount reasonably necessary for the adequate evaluation of the Product. Buyer represents and warrants that it shall not bill or seek reimbursement for a Sample Product from any patient, third-party payor, or other individual or entity.</p>
<p><b><u>Section 10.</u></b></p> <p><b>Entire Agreement</b></p>	<p>This Agreement constitutes the final and complete agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the purchase or sale of the Product(s). The terms and conditions of this Agreement shall prevail over any variance with the terms and conditions of any order submitted by the Buyer for the Product(s), regardless of any provisions to the contrary. No claimed additions to or modifications or amendments of this Agreement, nor any claimed waiver of any of its terms or conditions, shall be effective unless in writing and signed by the party against whom the same may be asserted.</p>
<p><b><u>Section 11.</u></b></p> <p><b>Severability</b></p>	<p>If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.</p>
<p><b><u>Section 12.</u></b></p> <p><b>Governing Law</b></p>	<p>This Agreement will be interpreted under the laws of the Commonwealth of Massachusetts without regard to its conflicts of law rules. The 1980 United Nations Convention on Contracts for the International Sale of Goods (“CISG”) and any reference thereto are explicitly excluded.</p>
<p><b><u>Section 13.</u></b></p> <p><b>Force Majeure</b></p>	<p>FCI will make commercially reasonable efforts to complete shipment, but shall not be liable for any loss or damage for delay in delivery, or any other failure to perform due to causes beyond the reasonable control of FCI, including but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of a public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, labor or material shortages, embargo, failure or delays in transportation, unavailability of components or parts for machinery used for manufacture of its Product(s), acts of God, acts of the federal or a foreign government or any agency thereof, acts of any state or local government or any agency thereof, and judicial action. Should such a delay or failure occur, FCI may reasonably extend delivery or, at its option, cancel the order in whole or part without any liability other than to return any unearned deposit or prepayment.</p>
<p><b><u>Section 14.</u></b></p> <p><b>Discount Disclosure</b></p>	<p>All rebates and other discounts provided under this Agreement are intended to comply with the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute safe harbor regulations) or other applicable laws or regulations, the Buyer is responsible for and shall fully and accurately reflect in cost reports or other submissions to federal, state or private healthcare programs all discounts provided under this Agreement and, upon request by the Secretary of the U. S. Department of Health and Human Services or a state agency, shall make available information provided to the Buyer by FCI concerning the discounts. Buyer shall retain and make such information available as required by applicable law.</p>
<p><b><u>Section 15.</u></b></p> <p><b>Notice to FCI</b></p>	<p>Buyer may contact FCI using the address information enclosed with the Product to contact the local FCI office serving Buyer’s country, or write to Customer Service, FCI Ophthalmics, 30 Corporate Park Drive, Ste 310/320, Pembroke, MA 02359.</p>