
**GENERAL PURCHASE TERMS AND CONDITIONS
D.O.R.C. DUTCH OPHTHALMIC RESEARCH CENTER(INTERNATIONAL) B.V.**

1 GENERAL

- 1.1 These General Purchase Terms and Conditions (hereinafter referred to as: the "GP T&C") are applicable to all requests, offers and assignments with regard to the sale and/or delivery of goods and/or services (hereinafter jointly referred to as: the "Supplies") by a supplier (hereinafter referred to as: the "SUPPLIER") to D.O.R.C. Dutch Ophthalmic Research Center (International) B.V., Scheijdelveweg 2, 3214 VN Zuidland, the Netherlands or any of its subsidiaries (hereinafter referred to as: "D.O.R.C.") and to all agreements, including but not necessary limited to any order, assignment, statement of work, letter, or contract (the "Agreement") concluded with D.O.R.C. in connection therewith.
- 1.2 These GP T&C are also applicable to any and all discussions between D.O.R.C. and the SUPPLIER with regard to a potential Agreement (the "Negotiations"). D.O.R.C. is always authorized to break off the Negotiations without being liable to pay compensation or being held to continue the Negotiations.
- 1.3 The applicability of the terms and conditions of the SUPPLIER is hereby expressly rejected.
- 1.4 Stipulations deviating from these GP T&C shall not be deemed accepted by D.O.R.C. unless and until confirmed in writing by D.O.R.C..
- 1.5 In case of a discrepancy between these GP T&C and a specific agreement, including confirmed deviating GP T&C, concluded by and between the parties, limited to the discrepancies, the concluded agreement shall prevail over these GP T&C.

2 CONCLUSION

- 2.1 All offers of the SUPPLIER are irrevocable until the expiry date of such offer.
- 2.2 An agreement is not concluded other than after D.O.R.C. has confirmed same in writing.

3 CHANGES

- 3.1 Once an agreement has been reached between the parties, the SUPPLIER shall not make any changes in the design or the specifications submitted by D.O.R.C. without the written approval or the written request of D.O.R.C..
- 3.2 The SUPPLIER shall at all times be held to implement or deliver the changes in or the additions to the Supplies as defined in the agreement desired by D.O.R.C. to the extent technically possible.
- 3.3 Changes and additions shall not lead to an increase of the agreed price or an extension of the agreed delivery time. Except if and to the extent that:
 - i. a proposal of the SUPPLIER concerning an increase or extension has been communicated to D.O.R.C. in writing; and
 - ii. the SUPPLIER's proposal has been approved by D.O.R.C. in writing prior to the implementation of the increase or extension.
- 3.4 If the consequences for the price and/or the delivery time would, at the discretion of D.O.R.C., be unreasonable, then D.O.R.C. has the right to terminate the agreement either in whole or in part.

4 OUTSOURCING OF OBLIGATIONS

- 4.1 The SUPPLIER can only outsource or subcontract an obligation by virtue of the agreement to a third party with the prior approval of D.O.R.C. in writing. Reasonable conditions can be imposed on this outsourcing.

5 PRICE AND PRICE ADJUSTMENT

- 5.1 The prices are firm-fixed-prices, and excluding VAT, and, unless otherwise agreed, include all costs and expenses of DDP (Delivery Duty Paid) delivery, in accordance with the Incoterms 2020 or any later version thereof, as stipulated in article 7.1.
- 5.2 All prices are expressed in Euros, unless expressly stipulated otherwise.

6 INVOICING AND PAYMENT

- 6.1 Invoices shall be sent with a purchase order number. If an invoice does not contain this information, the invoice shall be deemed not accepted by D.O.R.C..

- 6.2 Unless D.O.R.C. submits a complaint after receipt of the Supplies about the quality or about the quantity of the delivered Supplies and unless otherwise provided by law, payment shall take place within sixty (60) calendar days after the date of receipt of the invoice or after complete fulfilment of all obligations by the SUPPLIER, whichever is the latest.
- 6.3 Payment by D.O.R.C. shall by no means imply a waiver of any rights by D.O.R.C..
- 6.4 Advance payments are not made, unless indicated otherwise in the order. In that case — should the order not be performed in full as agreed by the parties — all effected advance payments shall be considered as an undue payment to the SUPPLIER . A bank guarantee must be provided in case of advance payments.

7 DELIVERY

- 7.1 Delivery takes place at D.O.R.C.'s premises, at the date requested by D.O.R.C., in conformity with the Incoterm DDP (Delivery Duty Paid), in accordance with the Incoterms 2020 or any later version thereof, applicable on the date of the offer.
- 7.2 Time is of the essence, and therefore the stipulated delivery date is considered to be final. The SUPPLIER shall be in default as a result of lapsing of the delivery date, without any notice of default being required. The SUPPLIER shall be liable for all losses arising from any delays in delivering. If it can be foreseen that a delivery date cannot be met, the SUPPLIER shall inform D.O.R.C. immediately, indicating the reasons for the delay.
- 7.3 Partial deliveries or deliveries prior to the stipulated time require the prior approval of D.O.R.C. in writing.
- 7.4 At the request of D.O.R.C. the SUPPLIER shall be held to provide D.O.R.C. with a production or implementation planning and/or to lend its cooperation to progress control on behalf of D.O.R.C..
- 7.5 The delivery shall only be considered to be complete if it has been delivered or completed in full and in accordance with the agreement at the location designated by D.O.R.C..
- 7.6 D.O.R.C. is entitled to postpone the delivery. The SUPPLIER shall in that case store, preserve, secure and insure the Supplies in a soundly packaged, separate and recognizable manner.

8 DOCUMENTATION AND PLANNING

- 8.1 The SUPPLIER is obliged to render documentation according to the agreement pertaining to the Supplies available to D.O.R.C. prior to or simultaneously with the delivery.
- 8.2 The SUPPLIER is obliged to conform to the working hours and the planning — and possible changes thereof — of D.O.R.C. and it must organize its activities such that it shall not disrupt the activities of D.O.R.C. or third parties. Where necessary SUPPLIER must carry out activities in shifts or overtime.

9 AVAILABILITY OF SUPPLIES

- 9.1 The SUPPLIER is personally responsible for the necessary auxiliary materials and tools, including working clothes and safety means.
- 9.2 If tools are rendered available by or on behalf of D.O.R.C., D.O.R.C. shall be entitled to charge the costs thereof (including shipment) to the SUPPLIER.
- 9.3 All Supplies that are rendered available by D.O.R.C. in connection with the implementation of the assignment are shipped at the expense of the SUPPLIER and shall at all times remain the property of D.O.R.C.. Damages to Supplies rendered available by D.O.R.C. are at the risk and expense of the SUPPLIER.

10 INSPECTION

- 10.1 D.O.R.C. shall at all times be entitled to inspect, control (have controlled) and/or test (have tested) regardless of the location where the relevant Supplies are located.
- 10.2 Inspection, control, testing, purchase and/or payment by or on behalf of D.O.R.C. shall not relieve the SUPPLIER from any obligation or liability.

11 TRANSFER OF RISK AND TITLE

- 11.1 The title of the Supplies transfers to D.O.R.C. after they have been delivered and, where necessary, assembled or installed.
- 11.2 If D.O.R.C. effectuates any payment prior to the delivery or completion the title of the Supplies related to this payment and/or components or materials for the benefit of those Supplies already present at the SUPPLIER shall transfer to D.O.R.C. at the time of payment.
- 11.3 The SUPPLIER is obliged to identify and keep identified the relevant Supplies still present at the SUPPLIER for the benefit of D.O.R.C.. With regard to the Supplies present at the SUPPLIER, the SUPPLIER is qualified as holder on behalf of D.O.R.C..

- 11.4 The risk of the Supplies transfers to D.O.R.C. at the moment that the delivery, the assembly and subsequently the approval of the Supplies in accordance with the inspection requirements of D.O.R.C. took place, and all documentation according to the agreement has been rendered.

12 CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 The SUPPLIER shall keep the existence, the nature and the content of the agreement as well as other business information concerning D.O.R.C. confidential and shall not disclose anything in connection therewith without the approval of D.O.R.C. in writing. If this provision is breached D.O.R.C. shall claim a penalty / indemnification. This provision is applicable up to 10 years after the expiry of the agreement/ purchase order.
- 12.2 Each and every breach of the confidentiality obligations set forth in article 12.1 by the SUPPLIER shall result in an immediately payable, without judicial intervention, penalty for the SUPPLIER of EUR 25,000.00 (twenty-five thousand Euros) for each breach and without prejudice to the right of D.O.R.C. to claim full compensation for the actually incurred damages.

13 PACKAGING AND SHIPMENT

- 13.1 The Supplies must be packaged properly and be labelled in conformity with the instructions of D.O.R.C. policies and procedures and the applicable EU laws and regulations, in particular with the Medical Device Regulation so that in case of normal transportation the Supplies can reach their destination in a good state. The SUPPLIER is liable for damages caused by unsound packaging.
- 13.2 All packaging, with the exception of packaging on loan, shall become the property of D.O.R.C. upon delivery and approval. Packaging on loan must clearly be marked as such by the SUPPLIER.
- 13.3 Return shipments of packaging on loan take place at the expense and risk of the SUPPLIER to a location indicated by the same.

14 WARRANTY AND LIABILITY

- 14.1 The SUPPLIER warrants that all delivered Supplies comply with the agreement, and meet the pertinent requirements of the authorities and any relevant technical associations. They must ensure the presence of characteristics that can be expected by D.O.R.C. in pursuance of the agreement, in particular characteristics that are required for normal use of the Supplies and of which D.O.R.C. should not doubt their presence as well as characteristics that are required for a particular use anticipated in the agreement. The SUPPLIER also warrants that all the delivered Supplies are safe and comply with applicable government regulations. The warranty period shall be 24 months after delivery of the Supplies.
- 14.2 On demand of D.O.R.C. the SUPPLIER is held to remedy all errors and defects either through repair or replacement, at the discretion of D.O.R.C., regardless of the cause of the shortcoming and without prejudice to the liability of the SUPPLIER in pursuance of the agreement. In case of noncompliance by the SUPPLIER, D.O.R.C. shall be entitled to at the expense and risk of the SUPPLIER carry out, or have third parties carry out, all that which is required or D.O.R.C. shall be entitled to a discount on the price stipulated for the delivered deliverable in proportion to the decline in value of the good.
- 14.3 The SUPPLIER shall indemnify D.O.R.C. and its affiliates, officers, directors, employees, agents and representatives (the "Indemnified Parties") for all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, third party claims, loss of profit, loss of reputation and all interest penalties and legal and other reasonable professional costs and expenses) ("Claims") on the part of the Indemnified Parties resulting from any failure of the SUPPLIER to comply with its obligations as also for all damages caused by the SUPPLIER, its staff or people and companies hired by the same and/or by shortcomings in Supplies delivered or yet to be delivered by the same.
- 14.4 Neither receipt nor payment of the Supplies implies acceptance. If it becomes apparent that the Supplies do not correspond with the requirements imposed in the agreement and/or described in the specification or otherwise deviate from the agreement, D.O.R.C. shall be entitled to dissolve the agreement either in whole or in part without any notice of default or judicial intervention being required and without prejudice to its other statutory rights.

15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 Intellectual Property Rights ("IP Rights") means any rights, titles and interest in and to any intellectual property, whether registerable or not, including without limitation names, trademarks, trade names, designs, utility models, works of authorship, internet domain names, inventions, whether or not copyrightable or patentable, patents (or any claim thereon), pending patents, trade secret, know-how, or confidential information, and any other intellectual or industrial property, in any form.

- 15.2 The IP Rights that exist in D.O.R.C.'s products or services are held by D.O.R.C. and its licensors. By entering into an Agreement with the SUPPLIER, D.O.R.C. is not transferring or assigning the entitlement of any IP Rights to the SUPPLIER.
- 15.3 The SUPPLIER shall not do anything to jeopardize D.O.R.C.'s or its licensor's IP Rights, including (i) register or attempt to register any competing IP Rights to D.O.R.C. or its licensor's IP Rights; (ii) delete or tamper with any proprietary notice on or in D.O.R.C. or its licensor's IP Rights; (iii) take or use any action that diminishes the value of any trade marks included in D.O.R.C. or its licensor's IP Rights; and (iv) use any of D.O.R.C.'s products or services in violation of any applicable laws.
- 15.4 In consideration of the fees paid to the SUPPLIER, and unless agreed otherwise in writing and to the extent legally permissible, all IP Rights including, but not limited to, patents, trademarks, copyrights, database rights, design rights, and source files obtained or developed as a result of the SUPPLIER's performance of the Agreement (the "Foreground IP Rights") that were developed for D.O.R.C. or arise out of the SUPPLIER's performance of the Agreement for D.O.R.C. shall become the sole property of D.O.R.C., and the SUPPLIER shall take such steps reasonably requested by D.O.R.C. to assign to D.O.R.C. any and all such rights, title and interest to the Foreground IP Rights. D.O.R.C. shall have the unrestricted, exclusive and free right to use and exploit all Foreground IP Rights.
- 15.5 The SUPPLIER warrants and represents that any and all Foreground IP Rights (whether created by the SUPPLIER, its employees, agents, subcontractors or otherwise) shall be free of claims of ownership by any third party. Likewise, SUPPLIER warrants and represents that the Supplies do not and will not infringe any third-party IP Rights. For purposes of clarity, in accordance with article 14.3, SUPPLIER will indemnify, defend and hold harmless the Indemnified Parties for all Claims for any infringement of any IP Right based on Supplies furnished by SUPPLIER in performance of the Agreement. This article will survive cancellation, expiration or other termination of the Agreement.
- 15.6 Unless to the extent necessary for the performance of the Agreement, SUPPLIER shall not name or refer publicly in any communication – including but not necessary limited to any commercial communication, websites, or public announcement – to D.O.R.C., its affiliates, its parent companies or its IP Rights, including but not limited to trade names or trademarks, unless it has first obtained the prior written consent of D.O.R.C. Upon termination or expiration of the Agreement, If SUPPLIER had previously received such written consent from D.O.R.C., the SUPPLIER shall immediately refrain name or referring publicly in any communication to D.O.R.C., its affiliates, its parent companies or its IP Rights.

16 INSURANCE

- 16.1 The SUPPLIER shall maintain all necessary insurance coverages, with insurance carriers as deemed appropriate by industry standards, including, but not limited to, public liability (including contractual and product coverage), and professional liability (errors and omissions). The SUPPLIER shall furnish a certificate of insurance to D.O.R.C. as evidence of appropriate coverages prior to providing Supplies to D.O.R.C., if requested.

17 SUSPENSION, DISSOLUTION, TERMINATION

- 17.1 D.O.R.C. is entitled to suspend its obligations by virtue of the agreement in writing or to dissolve or terminate (hereinafter referred to as: "dissolve") the agreement either in whole or in part, without any prior notice of default being required, if and as soon as the SUPPLIER does not, untimely or improperly comply with any of its obligations under the agreement. In case of suspension of payment or insolvency of the SUPPLIER, attachment on (a part of) its business possessions or assets meant for the implementation of the agreement and discontinuation or liquidation of its company D.O.R.C. shall only be held to compensate the SUPPLIER for the pro rata price for the already delivered Supplies, all without prejudice to the right of D.O.R.C. to claim compensation for damages pursuant to article 14.3.
- 17.2 There shall be a matter of untimely compliance within the meaning of article 18.1 if a backlog is created in respect of the planning received by D.O.R.C. or prescribed by DORC by virtue of the agreement.
- 17.3 If D.O.R.C. or the SUPPLIER is prevented from complying with the agreement for a period of more than thirty (30) calendar days as a result of force majeure, D.O.R.C. shall be authorized to dissolve the agreement by means of a written notice upon compensation for the pro rata price for the already delivered Supplies.
- 17.4 Apart from the instances specified in the articles 3.4 and 17.1, 17.2 and 17.3, D.O.R.C. shall be authorized to dissolve the agreement by means of a written notice. In the event of such written notice, the SUPPLIER shall immediately stop all work, and shall immediately cause any of its suppliers or subcontractors to cease such work. The SUPPLIER shall not be paid for any work done after receipt of said notice.

18 COMPLIANCE WITH LAWS

18.1 Each party shall comply with all applicable (EU) laws, regulations, ethical codes, self-regulations, court decisions or administrative rulings in the execution of the Agreement. Failure to do so shall constitute a material breach of the agreement. D.O.R.C. attaches importance to corporate social responsibility. D.O.R.C. only does business with undertakings that respect the law and that comply with ethical standards and principles. D.O.R.C. has created a Code of Conduct based upon internationally recognized standards and internal policies which also applies to the supply of all goods used on D.O.R.C. products, and the supply of all services, and covers topics related to social and environmental responsibility, including the responsible sourcing of materials. This Code of Conduct can be found on the D.O.R.C. website: <https://dorcglobal.com>. The Supplier guarantees that in its business operations and during the implementation of the agreement it shall comply with the applicable legislation and regulations in the area of human rights (as intended in the Universal Declaration of Human Rights), competition, working conditions, the prevention of corruption, bribery and cyber criminality and the protection of the environment, also including anti-corruption legislation and regulations like the Dutch Criminal Code, the Dutch Money Laundering and Terrorist Financing (Prevention) Act, the Dutch Competition Act, the OECD Corruption Directive and, where applicable, the UK Bribery Act and the American Foreign Corrupt Practices Act (FCPA). The Supplier will actively attempt to establish and maintain a diverse and inclusive supply chain. The Supplier shall monitor and ensure that its subcontractors shall adhere to the laws, regulations and Code of Conduct mentioned in this article 18.1

19 COMPLIANCE WITH TRADE LAWS

- 19.1 SUPPLIER guarantees that it shall ascertain and comply with all applicable obligations and restrictions arising out of or following from any and all relevant sanctions and export controls legislation of the United Nations, the European Union, the United States of America, the Netherlands, the country where the SUPPLIER has its main place of business and any other country that is or may be or become relevant in respect of the agreement (together, the "Trade Laws").
- 19.2 SUPPLIER will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Trade Laws, including but not limited to procedures to ensure that all activities and transactions under the agreement are accurately recorded and reported in its books and records to reflect the activities and transactions to which they pertain, including but not limited to the purpose of each transaction and to whom it was made or from whom it was received.
- 19.3 SUPPLIER's failure to comply with any provision of this article can be ground — subject to the sole discretion of D.O.R.C. — for immediate cancellation of the agreement by D.O.R.C. without any prior notification. In the event of such cancellation, D.O.R.C. shall be under no further obligation resulting from the agreement and the SUPPLIER shall indemnify D.O.R.C. from any direct and indirect damages, claims, penalties or other losses resulting from that breach. D.O.R.C. shall be entitled to any other remedies available at law.
- 19.4 SUPPLIER will ensure that all obligations under this article be passed on to any third party that SUPPLIER contracts or uses in its performance of the agreement, or that takes over any obligation, or part thereof.

20 COMPLIANCE WITH ANTI-BRIBERY AND ANTI-CORRUPTION LAWS

- 20.1 SUPPLIER will at all times comply with all applicable obligations and restrictions arising out of or following from any and all relevant anti-bribery and anti-corruption legislation of the United States of America, the United Kingdom, France, the Netherlands, the country where the SUPPLIER has its main place of business and any other country that is or may be or become relevant in respect of the agreement (together, the "Anti-Bribery Laws").
- 20.2 SUPPLIER will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Anti-Bribery Laws, including but not limited to procedures to ensure that all activities and transactions under the agreement are accurately recorded and reported in its books and records to reflect the activities and transactions to which they pertain, including but not limited to the purpose of each transaction and to whom it was made or from whom it was received.
- 20.3 Any offer to and acceptance by the SUPPLIER 's board member(s) and/or employees of money, gifts, travel, entertainment or any other consideration, in relation to the Agreement or D.O.R.C., that is intended to or may be construed as an inducement to act in any manner is strictly prohibited. SUPPLIER will not offer, promise or give anything, including but not limited to political contributions, whether directly or indirectly, to anyone, including any political party or campaign, any official or employee of any public organization, any public international organization or any official or employee of any government-owned enterprise or institution for the purpose of obtaining or retaining business or otherwise securing an improper advantage in relation to the Agreement or D.O.R.C.. In relation to the Agreement or D.O.R.C., SUPPLIER will not offer, promise, give or accept anything to or from a business relationship, unless it is for a genuine purpose, reasonable, given in the ordinary course of business and it complies with the local laws.

- 20.4 SUPPLIER will immediately notify D.O.R.C. if it becomes aware of any behaviour in the performance of the Agreement by its board member(s) and/or employees that is or may be inconsistent with the Anti- Bribery Laws.

21 DATA PROTECTION

- 21.1 If the SUPPLIER processes personal data for D.O.R.C. in the context of the implementation of the Agreement then the SUPPLIER is qualified as the "processor" within the meaning of the General Data Protection Regulation (GDPR) and the Agreement is equally qualified as an agreement as intended in article 28 paragraph 3 of the GDPR. The SUPPLIER shall take reasonable technical and organisational measures to secure the personal data against loss or unlawful processing and shall otherwise also commit to the provisions set forth in article 28 paragraph 3 (under a up to and including h) and paragraph 4 of the GDPR. D.O.R.C. guarantees that the content, the use and the processing of personal data are not unlawful and do not infringe a right of a third party. Moreover, D.O.R.C. guarantees that it fully applies the principles of 'privacy by design' and 'privacy by default' in its contractual relationship with the SUPPLIER as also in the (IT) systems in which SUPPLIER is active as a processor. D.O.R.C. indemnifies SUPPLIER against any and all claims of third parties, on any account whatsoever, including claims of any Data Protection Authority ("DPA") and/or data subjects whose personal data are processed by SUPPLIER in the context of the implementation of the Agreement, unless D.O.R.C. demonstrates that the facts on which the claim is based can be blamed on SUPPLIER. A (administrative) fine imposed on SUPPLIER by the DPA can never be recovered from D.O.R.C., unless there is question of intent or intentional recklessness on the part of SUPPLIER or its managerial subordinates. In case of a breach in connection with personal data as intended in article 4 paragraph 12 of the GDPR (data breach), SUPPLIER shall forthwith, preferably within 24 hours after the detection of the data breach, inform D.O.R.C. accordingly in writing, following which SUPPLIER shall inform the relevant supervisory authority. Notification of a data breach is and remains the exclusive responsibility of D.O.R.C.. D.O.R.C. shall, on demand, inform SUPPLIER in writing how D.O.R.C. complied with its obligations deriving from privacy legislation and regulations, including the GDPR, and shall inform SUPPLIER if a processing act pursuant to an Agreement falls under the scope of the GDPR and if the said processing act was reported to the DPA. D.O.R.C. guarantees SUPPLIER that D.O.R.C. has any and all authorities required for the lawful processing of personal data before the said personal data are transferred to SUPPLIER.

22 Miscellaneous

- 22.1 These GP T&C are also applicable to any and all discussions between D.O.R.C. and the SUPPLIER with regard to a potential Agreement (the "Negotiations"). D.O.R.C. is always authorized to break off the Negotiations without being liable to pay compensation or being held to continue the Negotiations.
- 22.2 No claim or right arising out of any term or condition of the Agreement or out of any breach of the Agreement may be waived in whole or in part unless the waiver is in writing signed by the party granting such waiver. In the case that any term or condition of the Agreement is held invalid by a court of competent jurisdiction and venue, the remaining terms and conditions of the Agreement shall not be affected thereby.

23 LEGAL CONSTRUCTION

- 23.1 All disputes, including those that are only experienced as such by one of the parties, shall be settled by the competent Court in Rotterdam, The Netherlands.
- 23.2 Dutch law is applicable to all agreements to which these GP T&C are applicable either in whole or in part.
- 23.3 The original language of these GP T&C is English. In case of conflict between the English version of these GP T&C and any translation thereof, the English version of these GP T&C shall prevail.
- 23.4 These GP T&C and any contractual and non-contractual obligations arising there from, (i) do not create any legal or business relationship, an agency, partnership, labour, or any other kind of relationship between D.O.R.C. and SUPPLIER, nor does it create or imply any obligation to enter into such a relationship, and (ii) do not obligate D.O.R.C. and SUPPLIER to negotiate or enter into any other agreement. Neither D.O.R.C. nor SUPPLIER shall have any authority or power to represent, bind or obligate the other.