

TERMS AND CONDITIONS

1. Acceptance. The terms and conditions as listed herein shall prevail unless otherwise agreed to in writing by the Buyer. Acceptance of this order is expressly limited to the terms and conditions herein. Seller's assent to the terms and conditions contained herein shall be conclusively presumed from any conduct by Seller which recognizes the existence of a contract, including shipment of any part of this order. Complete Agreement. The terms and conditions of this Purchase Order are the only terms and conditions governing this order and are the final expression and shall constitute the complete and exclusive statement of the agreement between Buyer and Seller with respect to the products and/or services provided by Seller hereunder. Reference to Seller's bids and proposals, if noted on this Purchase Order, shall not affect the provisions hereof, unless specifically provided to the contrary herein and no other agreement, invoice, or quotation or any acknowledgment of Seller in any way modifying any of said provisions or adding additional terms or conditions will be binding upon Buyer unless made in writing and signed by Buyer's authorized representative. This order shall be construed in accordance with the laws of Republic of Korea.

2. Delivery. TIME IS OF THE ESSENCE OF THIS CONTRACT. If delivery of items or rendering of services is not completed by the time provided for or established herein, Buyer reserves the right without liability, in addition to and without waiving any of its other rights and remedies, to terminate this order by notice effective when received by Seller, as to any or all stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the Seller with any loss or damage incurred by Buyer. Seller shall not be liable for damages however, resulting from delays due to causes beyond its reasonable control, such as acts of God, fires, strikes and acts of the Government, provided such delay is not due to the fault or negligence, in whole or in part, of Seller or its vendors, contractors, suppliers or agents. Seller is responsible for providing prompt notification to Buyer of delivery delays. Any provision herein for delivery of items or the rendering of services by installments shall not be construed as making the obligations of Seller severable. Buyer reserves the right to return early deliveries or excess or short shipments at Seller's expense.

3. New Materials. Except as to any supplies and components which the specifications contained herein specifically provide need not be new, the Seller represents that the supplies and components to be provided are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

4. Title to Goods; Risk of Loss. Goods shall be delivered to Buyer at its address specified in this order.

Unless otherwise explicitly provided for in this order, title and risk of loss to goods shall pass to Buyer only at the time and place of delivery at Buyer's facility.

5. Billing, Packaging and Shipping. All items shall be suitably packed in containers for protection in shipment and storage in accordance with requirements of common carriers and in a manner to secure lowest transportation costs. No additional charges shall be made to Buyer therefor unless otherwise stated on the face hereof. No charge shall be made for drayage or storage unless agreed upon in writing by the Buyer. Unless otherwise specified herein, Seller shall properly mark each package with Buyer's order numbers and where multiple packages comprise a single shipment, each package shall also be consecutively numbered. Purchase order number and package numbers shall be shown on packing slips, bills of lading, and invoices. Packing slips must accompany each shipment. Seller warrants that 2,4,6-Tribromophenol is not used in any of the products which are supplied to Buyer, in any of the packaging material used in creation, storage, or transport of the products supplied hereunder, or to treat any wooden pallets in its supply chain which could either directly or indirectly impact Buyer. Additionally, Seller warrants that pallets will comply with IPPC-ISPM 15 and be properly marked, when ordered.

6. Inspection; Rejection of Goods. All goods furnished hereunder shall be subject to inspection, and Seller shall be given notice of any defects other than latent defects within a reasonable time after receipt of the goods and all records required to be furnished therewith. Buyer may reject or require the prompt correction, in place or otherwise, of any goods which are found not to conform in all respects to (a) Buyer's specifications, drawings, blueprints and data, (b) Seller's warranties, and each of them, whether express or implied, or (c) any other instructions or requirements contained in this Purchase Order. Buyer may, in addition to any other rights it may have, prepare for shipment and ship such goods to Seller, require Seller to remove them or direct their correction in place, and the expense of any such action, including transportation both ways, if any, shall be borne by Seller. If Seller fails promptly to remove such goods or to proceed promptly to replace or correct them, Buyer may replace or correct such goods at the expense of Seller, including any excess cost. Payment for any or all of the goods or services supplied hereunder shall not constitute acceptance by Buyer.

7. Warranty. Seller warrants that all goods and services to be furnished hereunder will have clear title, will conform to the designs, specifications, drawings, samples or other descriptions referred to in this Purchase Order, will perform as specified herein, will be manufactured in accordance with any applicable Good Manufacturing Practices, and will be merchantable, of good quality, and free from defects in material, design and workmanship (including damage due to unsatisfactory packing by

Seller), and to the extent that Seller knows or has reason to know of the purpose for which the goods are intended, will be fit for such purpose. The warranties contained herein shall run to Buyer and its customers and users of Buyer's products or services, and shall survive inspection, acceptance and payment. Seller agrees to indemnify and save Buyer harmless of and from all losses, liability, damages and expenses of any nature, including reasonable attorneys' fees, which may be sustained by or claimed against Buyer arising out of defects, omissions or negligence in the manufacture of goods or furnishing of services hereunder.

8. Prices. Unless otherwise specified herein, prices are as agreed and accepted by Buyer, at the location indicated on the face hereof, will be invoiced as set forth herein or if not stated on this order, at the price last paid by Buyer to Seller for similar goods or services, including all customs and duties and sales, use, excise, retailer's occupation and/or other taxes payable by reason of this transaction; and are firm, fixed prices. Charges on goods sold F.O.B. shipping point shall be prepaid and invoiced if agreed by Buyer. No insurance or premium transportation charges will be allowed unless authorized by the Buyer in writing.

9. Set-Off. Buyer shall be entitled to set-off any amount owing at any time from Seller to Buyer against any amount payable at any time by Buyer to Seller.

10. Intellectual Property. Any material, including but not limited to artwork, design, sketch, audiotape, videotape, photograph, advertising copy, publicity material, packaging or other creative material, created for or at the request of Buyer in any form whatsoever (the "Material"), including but not limited to any Material incorporating Buyer's trademark(s), shall constitute work-made-for-hire under the copyright laws of the United States and shall be the sole and exclusive property of Buyer. Buyer shall be the author and copyright holder of the Material. In the event Seller retains any interest in the Material (in whole or in part) Seller irrevocably grants, assigns and transfers to Buyer free and clear of any compensation all rights with respect thereto and will execute any document necessary to convey such title to Buyer.

11. Intellectual Property Indemnity. Seller agrees to defend, indemnify and hold harmless Buyer, its successors and assigns and any of its customers and all persons claiming under Buyer from and against any and all claims, actions, loss, damage and expense of any kind, including without limitation reasonable attorneys' fees and costs, by reason of actual or alleged infringement or contributory infringement of any United States or foreign Letters Patent, copyrights, trademark or tradedress rights (collectively "Intellectual Property") arising in any way out of or connected with this Purchase Order,

including without limitation by reason of the manufacture, delivery, use or sale of goods supplied under this Purchase Order, and Seller agrees to defend at its own expense any and all actions or proceedings charging infringement of said Intellectual Property that may be brought against the Buyer or any of its customers or all persons claiming under Buyer and to pay all costs and damages that may be assessed or incurred in every such action. This provision shall apply notwithstanding that any of said claims, actions or suits shall ultimately be determined to be unjustified or to have been unfounded.

12. Compliance with Laws. Seller warrants that all goods or services called for herein have been produced or performed in compliance with all applicable laws, rules and regulations, including without limitation, those pertaining to working conditions, payment of labor, and manufacture, branding, labeling, registration and shipment of goods. Without limiting the foregoing, Seller agrees, with respect to the goods or services to be supplied, to comply with the provisions of the Occupational Safety and Health Act (the "Act") and the standards and regulations issued thereunder, or any other local law or regulation of the same or similar nature, and further certifies that all items furnished under this Purchase Order will conform to and comply with said Act, standards and regulations, and other applicable laws or regulations, so far as the same pertain to the use of the goods or services as intended under this order.

13. Assignment. Neither this Purchase Order nor any payment hereunder are assignable or transferable, nor shall Seller sublet or subcontract any or all of the performance of services or production of goods called for hereunder without Buyer's prior written approval.

14. Changes. Buyer may, at any time, by written order make changes or additions within the general scope of this Purchase Order. If any such change causes any increase or decrease in the cost of, or the time required for performance of this Purchase Order, Seller shall notify Buyer in writing and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Purchase Order. Any claim by Seller for such adjustment must be asserted within 30 days, or such other period as may be agreed upon in writing by the parties, after Seller's receipt of notice of change. Nothing herein shall excuse Seller from proceeding with the Purchase Order as changed. This provision shall not in any way relieve Seller of its obligation to provide goods or services in conformance with the designs, specifications, drawings, samples or other descriptions referred to in this Purchase Order. No raw material, manufacturing site, specification, tool, packaging or process change may be made by Seller without Buyer's prior written consent.

15. Termination. Buyer (in addition to any remedy for Seller's default) shall have the right to terminate this order in whole or in part, without cause, upon notice in writing to the Seller. Seller shall thereupon

as directed cease work and deliver to the Buyer all completed and partially completed goods or materials and work in progress, or otherwise dispose of such goods and materials, as directed by Buyer, and the Buyer shall pay the Seller the following which shall be Buyer's exclusive liability to Seller for such termination and which in no event shall exceed the total price provided for herein.

a) The price provided in the order for all goods which have been completed prior to termination and which are accepted by Buyer.

b) The actual expenditures on the uncompleted portion of the order including reasonable cancellation charges paid by the Seller on account of commitments made under the order. Notwithstanding the preceding sentence, if Seller ceases to conduct its operation in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for or an assignment of substantially all the assets of Seller for the benefit of creditors is made by Seller, Buyer may terminate this order without liability, except for deliveries previously made or for goods covered by this order then completed and subsequently delivered in accordance with the terms of this order.

16. Confidentiality. Any specifications, drawings, sketches, models, samples, tools, technical information, methods, processes, techniques, shop practices, formulas, compounds, compositions, research data, marketing and sales information, customer lists, plans, know-how, trade secrets, or data, written, oral or otherwise (all hereinafter designated "Information") furnished to Seller hereunder or in contemplation hereof shall remain Buyer's property. All copies of such Information in written, graphic, computer disk, CD or other tangible form shall be immediately returned to Buyer without cost to Buyer. The Information shall be kept confidential by Seller, shall be used only in the filling of Buyer's order, or in performing hereunder, and may be disclosed or used for other purposes only upon such terms as may be agreed upon between Buyer and Seller in writing. No information furnished by Seller to Buyer shall be considered by Seller to be confidential or proprietary unless specifically agreed to in writing by Buyer. Further, Seller shall not release to third parties any advertising, photographs or other like information concerning this order without Buyer's written consent.

17. Non-Waiver. Buyer's failure at any time to require strict performance by Seller of any of the provisions herein shall not waive or diminish Buyer's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Buyer shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized officer of Buyer.

18. Gratuities. It shall be deemed a default subject to possible termination if it is found that gratuities

(in the form of entertainment, gifts, or otherwise) were offered or given by the Seller to any officer or employee of Bausch & Lomb, its affiliates or subsidiaries with respect to the awarding, amending or the making of any determination with respect to the performing of this Purchase Order.

19. Buyer's Property. Unless otherwise provided herein, or in any other written agreement between the Buyer and Seller, all items, materials, facilities, tools, jigs, dies, fixtures, patterns or equipment furnished or paid for by the Buyer shall be Buyer's property and Seller shall bear the risk of loss thereof, and damage thereto, normal wear and tear excepted, while such property is in Seller's possession. Property covered by this provision shall be suitably protected, segregated and marked as the property of Buyer, shall not be moved from Seller's premises without written Buyer approval, and shall be immediately delivered to Buyer upon request.

20. Liability for injuries. Seller shall take reasonable precautions to prevent the occurrence of any injury to person or property (including the goods and services provided hereunder) and Seller shall defend, indemnify and hold Buyer harmless against any claims, actions, losses, damages or expenses (including reasonable attorneys fees and costs) by reason of injuries to persons (including death) or damage to property arising out the activities of Seller, its agents, representatives, employees, or contractors, except to the extent that any such injury or damages are due directly and solely to Buyer's negligence.