



How to open an account with CIBA VISION

To set up an account with CIBA VISION UK, it takes just 3 easy steps:-

1. Print off this whole document :-
 - This Page
 - CIBA VISION New Account Application Form
 - Direct Debit Mandate
 - Pre-Conditions of Supply
 - CIBA VISION's Standard Terms and Conditions of Sale

2. Complete all sections of the forms, making sure you sign in the appropriate places.
(If you require any assistance, please call the Sales Support Team on 01489 775522, who will be happy to assist).

3. Return the forms either by Post or Fax:-

By Post: CIBA VISION (UK) Ltd
Unit 4 Park West
Royal London Park
Flanders Road
Hedge End
Southampton
Hampshire
SO30 2LG

By Fax: (01489) 797778

Before you send it, use this list to make sure you have included everything:

- CIBA VISION New Account Application Form
- Direct Debit Mandate
- Pre-Conditions of Supply
- CIBA VISION's Standard Terms and Conditions of Sale

CIBA VISION New Account Application Form

Full Trading Name _____ Trading structure Limited / Partnership / Sole Trader Director's Name _____ Full address/Delivery Address (please advise if different) No & Street _____ Town _____ County _____ Post Code _____ Do you have any other accounts with us? <input type="checkbox"/> <i>Please state account number(s).</i> <i>Use an additional sheet if necessary.</i>	Type of Business Shop / Internet / Wholesale Ltd Co Registration No. _____ VAT No. _____ GOC/GMC/Pharmacy Registration no. _____ Registered Name _____ <i>(if different from Director)</i> Telephone no _____ Fax no _____ Mobile no _____ E Mail _____
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This section must be completed by all Sole traders and Partnerships before an account will be opened.
If there is not enough room to include all relevant information, please use an additional sheet.

Full Name _____ DOB _____ Home Address _____ Town _____ County _____ Post Code _____	Full Name _____ DOB _____ No & Street _____ Town _____ County _____ Post Code _____ Phone no _____
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CIBA VISION will conduct a search with a credit reference agency, and may share the information with other businesses. CIBA VISION may also make enquiries about the principle directors or partners or sole traders with a credit reference agency. We will monitor and record information relating to your account and such records may be used to assess credit, or be made available to credit references agencies, who will share that information with other businesses in assessing applications for credit and fraud preventions.

Signed _____ Date _____

I/we give my/or consent to a credit search being made on me/us as owner/partner or director of this organisation both now and at any future date. I/we understand this search will be recorded by the agency and may be disclosed to subsequent enquirers.

<p style="text-align: center;">CIBA VISION Standard Terms and Conditions of Sale and Pre-conditions of Supply</p> <p>I/we have received the CIBA VISION Standard Terms and Conditions and Pre-conditions of Supply and confirm that I/we have read and understood and agree to comply with CIBA VISION Standard Terms and Conditions of Sale and the Pre-conditions of Supply.</p> <p>Signed _____ Director/Partner/Owner</p>	Office use Date rec'd Authorised by Date Auth
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Contacts in Practice

Keep up to date with the upcoming events, latest industry trends, consumer insights, practice management tips, support programmes and product updates.

Contacts in Practice is the new quarterly email newsletter from CIBA VISION to help keep you in touch with the latest developments in optics and contact lenses. To subscribe, simply fill in the form below and return to us* or go to <http://pros.cibavision.co.uk> to register online.

I would like to register for:

a) "Contacts in Practice" newsletter b) information about symposia and other meetings c) information about CIBA VISION products	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	E Mail _____
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When you register for any of the above, you will need to provide us with certain data which enables us to identify you, such as your name, address, email address (your "Personal Data"). The use of Personal Data in the UK is governed by the Data Protection Act 1998 and, as Data Controller, our use of your Personal Data is subject to the provisions of this Act. If you choose to withhold any personal data requested by us, it may not be possible for us to provide you with the service requested. We will only pass your Personal Data to appointed agents of CIBA VISION who handle or process data on our behalf relating to the purposes outlined below.

CIBA VISION will not sell or disclose your Personal Data to any other third parties for any purpose.

By ticking any of the boxes above and submitting your data, you confirm that CIBA VISION may process your personal data for the specific and limited purposes indicated by the box.	Office use Professional Services Date
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Please fill in the whole form using a ball point pen and send it to:

CIBA VISION (UK) Limited
 Flanders Road
 Hedge End
 Southampton
 Hampshire
 SO30 2LG

Name(s) of Account Holder(s)

Bank/Building Society Account Number

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Branch Sort Code

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Name & Full Postal Address of your Bank or Building Society

<small>To the manager</small>	<small>Bank/Building Society</small>
<small>Address</small>	
<small>Post Code</small>	

Reference Number

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Instruction to your Bank or Building Society to Pay by Direct Debit

Originator's Identification Number

6	5	7	8	1	4
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For CIBA VISION (UK) Limited Official Use Only

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Instruction to your Bank or Building Society

Please Pay **CIBA VISION (UK) Limited** Direct Debits from from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with **CIBA VISION (UK) Limited** and if so, details will be passed electronically to my bank/building society

<small>Signature(s)</small>
<small>Date</small>

Banks & Building Societies may not accept Direct Debit Instructions for some accounts



This Guarantee should be detached and retained by the payer

The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society
- If the amounts to be paid or the payment dates change **CIBA VISION (UK) Limited** will notify you 10 working days in advance of your account being debited or as otherwise agreed
- If an error is made by **CIBA VISION (UK) Limited** or your bank or building society, you are guaranteed a full and immediate refund from your branch of the amount paid
- You can cancel a Direct Debit at any time by writing to your bank or building society. Please also send a copy of your letter to us - **CIBA VISION (UK) Limited**

CIBA VISION (UK) Limited - Preconditions of Supply

These Preconditions of Supply must be met by all customers of CIBA VISION (UK) Limited prior to opening an account with CIBA VISION (UK) Limited and thereafter must be met for the duration of any contract with CIBA VISION.

These Preconditions of Supply are in addition to CIBA VISION's Standard Terms and Conditions of Sale which shall apply to all sales of goods supplied by CIBA VISION (UK) Limited ("the Goods") to a customer ("the Customer") unless otherwise agreed in writing. In the event of any conflict, the provisions of CIBA VISION's Standard Terms and Conditions of Sale shall prevail.

1. For all customers:

- The Customer (if a limited company) must have a VAT registration number.
- The Customer must consent to a credit check (or, for non-limited companies, a personal credit worthiness check on the principal(s)) which may be carried out by CIBA VISION (UK) Limited using a third party credit reference agency and, for those companies which have been trading for a period of one year or more, they must attain a credit rating which is satisfactory to CIBA VISION.

2. Where a customer wishes to order contact lens products :

For wholesalers:

- The supply of contact lenses (prescription and non-prescription) by Wholesalers shall be limited to those of its customers who have a General Optical Council registration number or who have at least one member of staff who is registered with the General Optical Council ("the GOC") and has a GOC registration number and who has a written contract of employment with the Customer. Such number shall be provided to CIBA VISION (UK) Limited for its records.
- The wholesaler must have a wholesaler's licence, a copy of which shall be provided to CIBA VISION (UK) Limited for its records.
- The wholesaler must comply with all laws and regulations relating to the sale and supply of contact lenses.

For hospitals:

- The supply of contact lenses by hospitals must be by or under the general direction of a registered optometrist, ophthalmologist, or a qualified dispensing optician, who is registered with either the GOC or the General Medical Council and has a GOC or GMC registration number and who has a written contract of employment with the hospital. Such number shall be provided to CIBA VISION (UK) Limited for its records.
- The hospital must comply with all laws and regulations relating to the sale and supply of contact lenses.

For pharmacies:

- The pharmacy must be registered under the Royal Pharmaceutical Society of Great Britain's Register of Premises and its registered number shall be provided to CIBA VISION (UK) Limited for its records.
- The pharmacy must have at least one member of staff who has a written contract of employment with the pharmacy and who is registered with the Royal Pharmaceutical Society of Great Britain's Register of Pharmacists and that person's registered number shall be provided to CIBA VISION (UK) Limited for its records.

- The supply of contact lenses (prescription and non-prescription) must be by or under the general direction of a registered optometrist, ophthalmologist, or qualified dispensing optician who is registered with the GOC and has a GOC registration number and who is has a written contract of employment with the pharmacy. Such number shall be provided to CIBA VISION (UK) Limited for its records.
- The pharmacy must comply with all laws and regulations relating to the prescribing, sale and supply of contact lenses.
- The pharmacy must comply with the following protocols:

Specifications

- The products may only be sold by the pharmacy to patients with a specification meeting the following requirements:
 - it has a defined expiry date; and
 - the optician's name and practice address is clearly marked and
 - the optician's GOC number and signature is included; and
 - the patient's details are clearly set out; and
 - the details of the lenses prescribed, including brand name, are clearly set out.
- The pharmacy must ensure that the specification is in its original form or if it is not it must be verified in writing by pharmacist who wrote the original specification and in order to complete this verification the patient must consent to the use of his/her personal data to verify the document. Such consent and the verification must be documented by the pharmacy;
- The pharmacy must check to ensure that the lenses are for the correct person.
- The pharmacy must check to ensure that the specification is current and that the patient is only supplied with a maximum of six months' supply of lenses or the anticipated number of lenses needed until the expiry of the patient's specification. The pharmacist shall annotate the patient's specification with the date and the number of lenses that were supplied to this specification. Only in exceptional cases in which it is in the patient's best interests can a small supply of lenses be supplied to a patient who is overdue for their aftercare. Pharmacist should use their professional judgement and annotate the patient's record as to why this was done.
- The pharmacy must check that the lenses that are supplied to the patient are those specified in the patient's specification.
- The pharmacy must check that the patient knows which lens is for which eye.

Contact lens supply and aftercare

- The supply of contact lenses (prescription and non-prescription) must be by or under the general direction of a registered optometrist or qualified dispensing optician.
- The pharmacy must ensure that all members of staff who sell/supply contact lenses are adequately trained in and have a working knowledge of the types of contact lenses available and the different care regimes.
- The pharmacy must ensure that all members of staff who sell/supply contact lenses follow certain procedures for dispensing the lenses and the provision of information to patients. These procedures must include advising the patient appropriately as to the risks of contact lens wear and what to do if the patient suffers an adverse event from the use of the lenses or lens care solutions.
- The pharmacy must ensure that adequate records are kept and ensure that the audit trail is sufficient to make sure that any errors that occur in following such procedures are drawn to the attention of the pharmacist.
- The pharmacy must provide the patient with written instructions and information on care, wearing, treatment, cleaning and maintenance of the lens and where to go for aftercare. The pharmacy must make every effort to ensure that the patient complies with the lens care regime and understands the importance of aftercare.

- The pharmacy must ensure, as far as it is able, that it provides regular contact lens check-ups for the patient.
- The pharmacy must ensure that the lens care regimen that it recommends must be suitable for the patient and lens type.
- The pharmacy must monitor aftercare arrangements to ensure they are effective and work for the patient.
- The pharmacy must put in place emergency care arrangements for patients and ensure that such arrangements are communicated to the patient.

For Opticians and all other Customers:

- The Customer must itself be registered with the GOC and have a GOC registration number, or must have at least one member of staff who has a written contract of employment with the Customer and who is registered with either the GOC or the General Medical Council and has a GOC or GMC registration number. Such number shall be provided to CIBA VISION (UK) Limited for its records.
- The Customer must comply with all laws and regulations relating to the prescribing, sale and supply of contact lenses.
- The Customer must comply with the following protocols.:

Specifications

- The products may only be sold by the Customer to patients with a specification meeting the following requirements:
 - it has a defined expiry date; and
 - the contact lens fitter's name and practice address is clearly marked and the contact lens fitter's GOC/GMC registration number and signature is included; and
 - the patient's details are clearly set out; and
 - the details of the lenses prescribed, including brand name, are clearly set out.
- The Customer must ensure that the specification is in its original form or if it is not it must be verified in writing by the eye care practitioner who wrote the original specification and in order to complete this verification the patient must consent to the use of his/her personal data to verify the document. Such consent and the verification must be documented by the Customer;
- The Customer must check to ensure that the lenses are for the correct person.
- The Customer must check to ensure that the specification is current and that the patient is only supplied with a maximum of six months' supply of lenses or the anticipated number of lenses needed until the expiry of the patient's specification. The practitioner shall annotate the patient's specification with the date and the number of lenses that were supplied to this specification. Only in exceptional cases in which it is in the patient's best interests can a small supply of lenses be supplied to a patient who is overdue for their aftercare. Practitioners should use their professional judgement and annotate the patient's record as to why this was done.
- The Customer must check that the lenses that are supplied to the patient are those specified in the patient's specification.
- The Customer must check that the patient knows which lens is for which eye.

Contact lens supply and aftercare

- The supply of contact lenses (prescription and non-prescription) must be by or under the general direction of a registered optometrist or qualified dispensing optician.
- The Customer must ensure that all members of staff who sell/supply contact lenses are adequately trained in and have a working knowledge of the types of contact lenses available and the different care regimes.
- The Customer must ensure that all members of staff who sell/supply contact lenses follow certain procedures for dispensing the lenses and the provision of information to

patients. These procedures must include advising the patient appropriately as to the risks of contact lens wear and what to do if the patient suffers an adverse event from the use of the lenses or lens care solutions.

- The Customer must ensure that adequate records are kept and ensure that the audit trail is sufficient to make sure that any errors that occur in following such procedures are drawn to the attention of the dispensing optician.
- The Customer must provide the patient with written instructions and information on care, wearing, treatment, cleaning and maintenance of the lens and where to go for aftercare. The Customer must make every effort to ensure that the patient complies with the lens care regime and understands the importance of aftercare.
- The Customer must ensure, as far as it is able, that it provides regular contact lens check-ups for the patient.
- The Customer must ensure that the lens care regimen that it recommends must be suitable for the patient and lens type.
- The Customer must monitor aftercare arrangements to ensure they are effective and work for the patient.
- The Customer must put in place emergency care arrangements for patients and ensure that such arrangements are communicated to the patient.

Additional special conditions which must be met by any Customers which are Buying Groups:

The Buying Group must be an identifiable legal entity, separate from its members.

The Buying Group must purchase the Goods on behalf of at least ten of its members.

The Buying Group must have a central invoicing and administration facility set up so that CIBA VISION can invoice the Buying Group on a monthly basis for all Goods purchased by members and the Buying Group will make payment against such invoice on behalf of its members.

The Buying Group will agree to underwrite all debts owing to CIBA VISION by its members.

The Buying Group must be able to exert influence over membership in at least three of the following areas with a minimum of 90% compliance by members:

- Point of Sale siting/bank siting
- Range of Goods decisions
- On-line ordering
- Direct debit/BACS payment method
- Early Payment
- Product allocations
- Training events

The collective volume of Goods purchased by the Buying Group must exceed (annually) the current volume of any one member.

The Buying Group shall offer CIBA VISION at least two occasions per annum to present to its members collectively.

The prices payable for the Goods shall be the same for all members of the Buying Group – this may mean that for some members, the prices of Goods increases or reduces.

The Buying Group shall provide CIBA VISION with a complete list of those of its members who order CIBA VISION Goods, and shall keep such list updated.

The Buying Group shall procure that each member for whom the Buying Group is ordering CIBA VISION Goods must comply with CIBA VISION's pre-conditions of supply as set out above.

Each member shall be subject to CIBA VISION's Standard Terms and Conditions of Sale from time to time in force and the Buying Group shall procure each of its members' agreement to such terms prior to ordering any Goods for such member.

CIBA VISION (UK) LIMITED

STANDARD TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these conditions the following words have the following meanings:

“**Buyer**” means the person(s), firm or company who purchases the Goods from the Seller;

“**Contract**” means any contract between the Seller and the Buyer for the sale and purchase of the Goods incorporating these Conditions;

“**Delivery Point**” means the place where delivery of the Goods is to take place under condition 4;

“**Diagnostic Lenses**” means those lenses to be used by the Buyer for the purpose of diagnosing the correct contact lens for their customers.

“**Goods**” means any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any instalment of the Goods or parts of them) and any accessories accompanying such Goods.

“**Intellectual Property**” means any patent, copyright, registered design, unregistered design right, trade mark (registered or unregistered) or other intellectual property owned by or used by the party together with any current applications for the foregoing.

“**Lens Care Products**” means any Goods supplied by the Seller other than contact lenses, Mixed Packs, Solution Starter Packs or Diagnostic Lenses.

“**Mixed Packs**” means Goods which comprise both contact lenses and Lens Care Products in a single pack.

“**Personal data**” means data which relate to a living individual who can be identified from those data, or from data and other information which is in the possession of or is likely to come into the possession of the Buyer.

“**Personal Sensitive Data**” mean data consisting of information as to: the racial or ethnic origin of the data subject; his political opinions; his religious beliefs or other beliefs of a similar nature; whether he is a member of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992); his physical or mental health or condition; his sexual life; the commission or alleged commission by him of any offence, or any proceedings for any offence committed or alleged to have been committed by him, the disposal of such proceedings or the sentence of any court in such proceedings.

“**Price List**” means the published list of the Seller's prices for its Goods as provided to the Buyer from time to time.

“**Seller**” means CIBA Vision (UK) Limited, a company incorporated in England and Wales under Company Number 809238 whose registered office is at Park West, Royal London Park, Flanders Road, Hedge End, Southampton, SO30 2LG;

“**Solution Starter Packs**” mean samples of Lens Care Products to be used by the Buyer for the purpose of allowing their patients to assess such Lens Care Products.

“**Special Conditions**” means those additional conditions, as set out in Condition 15 of these Conditions, which apply to the purchase of any Lens Care Products, Mixed Packs, Solution Starter Packs and Diagnostic Lenses only under the Contract.

1.2 In these conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced. In these conditions headings will not affect the construction of these conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3, the Contract will be on these conditions to the exclusion of all other terms and conditions (including, without limitation, any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract.

2.3 These conditions apply to all the Seller's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by the Managing Director of the Seller.

2.4 Each order for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to purchase Goods subject to these conditions until it is accepted by the Seller.

2.5 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

3. DESCRIPTION

3.1 The description of the Goods shall be as set out in the Seller's Price List.

3.2 All drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the

Seller's catalogues, brochures or on the Seller's websites are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract.

4. DELIVERY

4.1 Delivery of the Goods shall take place by the Seller delivering the Goods within the UK and Ireland to the Buyer's place of business or some other place as agreed between the Buyer and the Seller. Special express or fast-track methods of delivery can be arranged at the request and cost of the Buyer.

4.2 Any dates specified by the Seller for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. Subject to the other provisions of these conditions the Seller will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

4.3 Delivery of the Goods will be accompanied by a list showing the number and type of Goods ordered, the quantities delivered and, if requested, the prices charged for the Goods. The Buyer will report any discrepancies between the Goods delivered and the Goods ordered to the Seller within five (5) working days from receipt of the Goods by the Buyer at the agreed place of delivery, after which time the Goods will be deemed to have been accepted by the Buyer.

4.4 If the Seller delivers to the Buyer a quantity of Goods of less than the quantity ordered by the Buyer then the Seller shall correct such under delivery as soon as it is able. If the Seller delivers to the Buyer a quantity of Goods of more than the quantity ordered by the Buyer then the Buyer shall have the option of refusing such Goods, in which case the Seller shall collect them and shall not invoice the Buyer for them, or the Buyer shall have the option of accepting such extra quantity of Goods, in which case the Seller shall invoice the Buyer for such Goods at the pro rata Contract rate.

4.5 Where the Goods are delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

5. NON-DELIVERY

5.1 The quantity of any consignment of Goods as recorded by the Seller or the party manufacturing the Goods on behalf of the Seller upon despatch from the Seller's or the party manufacturing the Goods on behalf of the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Seller is notified otherwise in accordance with condition 4.3.

5.2 Any liability of the Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. RISK/TITLE

6.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time when the Goods are delivered to the Buyer's premises.

6.2 Notwithstanding delivery of any Goods, ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:

- (a) the Goods; and
- (b) all other sums which are or which become due to the Seller from the Buyer on any account.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:

- (a) hold the Goods on behalf of the Seller;
- (b) store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller;

6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

- (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
- (b) any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.5 The Buyer's right to possession of the Goods shall terminate immediately if the terms of condition 13.3 are met.

- 6.6 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
- 6.7 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

7. PRICE

- 7.1 Subject to condition 7.2 below, the price for the Goods shall be the price listed in the Seller's Price List in effect at the date that the Seller accepts the Buyer's order for the Goods or as quoted by the Seller for the Buyer and agreed in writing by both parties. The Seller reserves the right to alter the Price List without notification.
- 7.2 The Seller may from time to time supply to the Buyer a reasonable number of Diagnostic Lenses and/or Solution Starter Packs in relation to certain of its products free of charge to the Buyer (save for delivery charges). The number of Diagnostic Lenses and/or Solution Starter Packs supplied free of charge to a Buyer will be determined by the Seller at its absolute discretion and may be increased or reduced from time to time at the Seller's discretion and without notice. Where Diagnostic Lenses and/or Solution Starter Packs are not provided free of charge the Buyer will be charged for all orders of Diagnostic Lenses and/or Solution Starter Packs at the price listed for the product in the Seller's Price List in effect at the date that the Seller accepts the Buyer's order or as quoted by the Seller to the Buyer and agreed in writing by both parties.
- 7.3 Unless otherwise agreed by the Seller in writing the price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods.
- 7.4 The Seller reserves the right to invoice the Buyer for Goods delivered in instalments after such instalment has been delivered, and the provisions of these terms and conditions shall apply in full to such invoices as if such instalment were a separate contract.

8. PAYMENT

- 8.1 The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods.
- 8.2 The Buyer shall pay the price of the Goods within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the price. Ownership in the Goods shall not pass to the Buyer until the Buyer has paid for the Goods. No payment shall be deemed to have been received until the Seller has received cleared funds. Receipts for payment will be issued only upon request.
- 8.3 All payments payable to the Seller under the Contract shall become due immediately upon termination of this Contract despite any other provision. The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.
- 8.4 If the Buyer fails to pay the Seller any sum due pursuant to the Contract on the due date the Seller shall be entitled to:
- cancel the Contract or suspend further deliveries to the Buyer;
 - appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);
 - claim interest under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

9. QUALITY AND RETURNS POLICY

- 9.1 Where the Seller is not the manufacturer of the Goods, the Seller will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.
- 9.2 The Seller warrants that (subject to the other provisions of these conditions) the Goods will correspond with their specification at the time of delivery and will be free from defects in materials and workmanship for a period of 12 months from the date of delivery.
- 9.3 The above warranty is given by the Seller subject to the following conditions:
- that the Goods are stored in accordance with all written instructions provided by the Seller;
 - the Seller shall be under no liability in respect of any defects in the Goods arising from any drawing, design or specification supplied by Buyer;
 - the Seller shall be under no liability in respect of any defect arising from wilful damage or negligence by any person(s), firm or company other than the seller its employees or agents, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), mishandling, damaging storage or misuse of the Goods;
- 9.4 Subject to conditions 9.3 and 15, if any of the Goods do not conform with the warranties contained in condition 9.2 ("Defective Goods") or

if any of the Goods other than Lens Care Products (sold separately or as part of a Mixed Pack) and Diagnostic Lenses and/or Solution Starter Packs (whether free of charge or purchased by the Buyer) do not conform with the Buyer's requirements then the Seller shall issue a credit note for the price of such Goods at the prices quoted or the prices listed in the Price List effective at the date the Seller accepted the Buyer's order for the Goods provided that:

- such Goods are returned boxed in resaleable condition (which, for the purposes of this condition 9.4 and condition 15.1 (c) shall mean the packaging of such Goods is unmarked and undamaged and that there is at least twelve (12) months remaining before the expiry date marked on the packaging of such Goods is reached); and
- either:
 - in the case of Defective Goods the Buyer shall, at the Seller's expense, return the Goods to the Seller as soon as reasonably possible and in accordance with the Seller's written instructions for returning those Goods (as notified to the Buyer from time to time); or
 - in the case of all other Goods returned in accordance with clause 9.4, the Buyer shall, at the Buyer's expense, return the Goods to the Seller as soon as reasonably possible and in accordance with the Seller's written instructions for returning those Goods (as notified to the Buyer from time to time)
- the Buyer shall notify the Seller of the reasons for the Buyer's return of the Goods by completing the Seller's standard returns form (which is available from CIBA Vision UK Customer Services) and returning this to the Seller with the returned Goods, or otherwise notifying the Seller in writing.

The Seller will also issue a credit note in respect of the delivery charges for any Defective Goods or Goods delivered in error where the Buyer has paid for the delivery of the Goods if the Seller's standard returns form is completed.

- 9.5 If the Seller complies with condition 9.4 it shall have no further liability for a breach of the warranties in condition 9.2 in respect of such Goods.
- 9.6 Any Goods replaced will belong to the Seller and any replacement Goods will be guaranteed on these terms for the unexpired portion of the 12-month period.

10. LIMITATION OF LIABILITY

- 10.1 Subject to condition 9, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- any breach of these conditions; and
 - any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation.

THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 10.4

10.4 Subject to conditions 10.2 and 10.3:

- the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the total aggregate price for the Contract or series of Contracts where there is more than one order for Goods accepted by the Seller; and
- the Seller shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of good-will or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. ASSIGNMENT

- 11.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller, such consent not to be unreasonably withheld.
- 11.2 The Seller may assign the Contract or any part of it to any person, firm or company.

12. FORCE MAJEURE

The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller

including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.

13. GENERAL

- 13.1 The Seller reserves the right to make any changes in the specification referred to in the Contract which are required to conform to any applicable statutory or EEC requirements, or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance. Any such specifications drawings, descriptions, photographs, measurements or formulation lists which are not in the public domain are confidential to the Seller and must not be disclosed to any third party.
- 13.2 Any information which the Seller discloses relating to the Goods which is not in the public domain at the time of disclosure shall be confidential and shall not be disclosed to any third party or used by the Buyer to enable the Buyer to manufacture the Goods or to develop the Buyer's own products.
- 13.3 If :
 - (a) the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - (b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - (c) the Buyer ceases, or threatens to cease, to carry on business; or
 - (d) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; thenwithout prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and the Buyer's right to possession of the Goods shall terminate immediately.
- 13.4 The Seller may terminate this Agreement by one month's written notice.
- 13.5 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.
- 13.6 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction 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 severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.7 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 13.8 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 13.9 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 13.10 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

14. COMMUNICATIONS

- 14.1 Any notice or other document required to be given under this agreement or any communication between the parties with respect to any of the provisions of this agreement shall be in writing in English and be deemed duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and if left at or sent by pre-paid registered or recorded delivery post or by telex or facsimile transmission or any other means of telecommunication in permanent written form to the address of the party receiving such notice as set out at the head of the Agreement or as notified between the parties for the purpose of this clause.
- 14.2 Any such notice or other communication shall be deemed to be given to and received by the addressee:
 - (a) at the time the same is left at the address of or handed to a representative of the party to be served;
 - (b) by post on the day not being a Sunday or public holiday 2 days following the date of posting;
 - (c) in the case of a telex, telegram, facsimile transmission or other means of telecommunication on the next following day.

14.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

15. SPECIAL CONDITIONS

- 15.1 The following conditions shall apply exclusively to all sales of Lens Care Products and Mixed Packs:
 - (a) the minimum order quantity for Lens Care Products and for Mixed Packs shall be one dozen single units.
 - (b) the Buyer shall not return and the Seller shall not accept any returns or issue replacements or credit notes in relation to any Lens Care Products (except in the case of Goods delivered in error and Defective Goods which do not correspond with the warranties given in Condition 9.2 above (subject to Condition 9.3) and which shall be returned within seven (7) days following discovery of the defect or error and, in all cases, prior to their expiry date and provided that the Buyer shall notify the Seller of the reasons for their return of the Goods and shall return the Goods in accordance with the Seller's written instructions for returning those Goods (as notified to the Buyer from time to time)).
 - (c) In the case of the contact lenses contained within Mixed Packs, the Buyer may return any contact lenses contained within these as soon as possible for replacement only and provided that they are returned in resaleable condition and in accordance with the Seller's written instructions for returning those Goods (as notified to the Buyer from time to time) and provided that the Buyer shall notify the Seller of the reasons for their return of the Goods (by completing the Seller's standard returns form (which is available from Ciba Vision UK Customer Services) and returning this to the Seller with the returned Goods, or otherwise notifying the Seller in writing)
 - (d) In the case of any Lens Care Products contained within Mixed Packs, Condition 15.1 (b) above shall apply.
 - (e) Where Mixed Packs are delivered directly to any customers of the Buyer in accordance with the Buyer's written instructions, the Buyer shall be responsible for notifying its customers of the Seller's contractual terms with the Buyer in respect of the Buyer's return of such Goods.
- 15.2 The following conditions shall apply exclusively to all sales and supplies of Diagnostic Lenses and/or Solution Starter Packs:
 - (a) the Seller shall not issue replacements or credit notes in relation to any Diagnostic Lenses and/or Solution Starter Packs (whether free of charge or whether purchased by the Buyer) (except in the case of Goods delivered in error and Defective Goods which do not correspond with the warranties given in Condition 9.2 above (subject to Condition 9.3) and which shall be returned within seven (7) days following discovery of the defect or error and, in all cases, prior to their expiry date and provided that the Buyer shall notify the Seller of the reasons for their return of the Goods and shall return them in accordance with the Seller's written instructions for returning those Goods (as notified to the Buyer from time to time)).

16. DATA PROTECTION

- 16.1 The Buyer agrees that all Personal Data and/or Sensitive Personal Data processed by the Buyer and disclosed to the Seller as a result of and/or in connection with the supply of Goods by the Seller under these Standard Terms and Conditions of Sale will at all times be processed by the Buyer in accordance with the provisions of the Data Protection Act 1998.
- 16.2 The Buyer will immediately inform the Seller of any changed circumstances which may affect the truth of the above representation.
- 16.3 The Buyer agrees to indemnify the Seller, and hold the Seller harmless against all losses, costs, damages or expenses arising out of any breach of the above representations or undertakings or any breach of data protection laws, including, without limitation, the Data Protection Act 1998.

I hereby acknowledge that I have read and accept the above Standard Terms and Conditions of Sale

Signed:

Name:

Position:

Account Number:

For and on behalf of :
(Name of Buyer)

Date: