

CooperVision Nordic AB (hereinafter called CooperVision or the Company) sells its products to you (hereinafter called the Customer) in accordance with the general business conditions below, unless other conditions have been confirmed in writing to the Customer or a Chain Company of which the Customer is a member.

1. CooperVision delivers its products to the Customer for resale to end customers/users. The Customer must comply with relevant applicable laws and regulations in force. In Sweden this includes the Medical Devices Act (1993:584), the Law on Commercial Operations in the Health Care Area (1998:531), as well as such ordinances, regulations and recommendations related thereto, especially those from the National Board of Health and Welfare in SOSFS 1995:4. In Denmark this includes the Medical Devices Act (2002-12-17 nr. 1046) and such regulations related thereto, especially regulation 2005-12-12 nr. 1268; the Opticians Law (1994-05-18 nr. 379) and such regulations related thereto, regulations 1994-05-18 nr. 817 and 1994-09-14 nr. 818; as well as the recommendations of the National Board of Health, which among others are part of the letter of the same Board dated July 10, 1996, to the Ministry of Health and in the statement of the Minister of Interior and Health to parliamentary question 175 dated May 21, 2003. In Finland this includes the Medicines Act (10.4.1987/395), Act on Health Care Professionals (26.6.1994/559), the Medical Devices Act (29.12.1994/ 1505) and the decisions and regulations of the Ministry of Social Affairs and Health, especially those on 29.12.1994 and 66/1994 on medical devices as later amended. In Norway this includes the Medical Devices Act (12.01. 1995 nr 6), the Health Care Personnel Act (02.07.1999 nr. 64), as well as those regulations related to the above, especially the regulations of the Ministry of Health and Care Services regarding medical devices (15.12.2005 nr. 1690) and special approval of health personnel (21.12.2000 nr. 1384). When reselling to end customers/users outside Scandinavia the Customer should follow applicable rules and regulations in the country of sale.
2. In accord with The Ethics and Business Conduct Policy of the Cooper Companies, Inc., CooperVision is not allowed to sell its products in specific countries or to specific physical persons or legal entities directly or indirectly. For this reason, the Customer is prohibited from reselling these products to physical persons or legal entities directly or indirectly within or for use in a state, country or to any persons or entities placed on the lists of the Office of Foreign Assets Control of the United States Treasury (OFAC). More info on: <http://www.treas.gov/offices/enforcement/ofac/programs/>
3. CooperVision will accept orders from Customers via telephone, telefax, e-mail, CooperVision's website or in any other, agreed on manner. The Customer guarantees through its order that the Customer follows those laws, rules, regulations and other conditions specified in §1 and 2 above.
4. It is CooperVision's objective to deliver the order on the following delivery schedule:  
Items in stock will be delivered within five (5) working days from the day the order is received.  
Items not in stock will be delivered at the latest within three (3) weeks from the day the Customer's order is received.
5. Should delivery be delayed beyond four (4) weeks from the delivery times in §4 above, the Customer owns the right to a twenty (20) percent deduction on the value of the products delivered late. If the delivery has not occurred within four weeks, the Customer may instead choose to cancel the order on the delayed products. The Customer does not own any right to demand any other compensation for any delay in delivery.
6. If, for some reason, the Customer refuses delivery at the address provided by the Customer, said Customer is still responsible for payments on the order as made.
7. The current prices for CooperVision products are those on CooperVision's most recent price list. Or in accordance with other signed agreement between CooperVision and the Customer. The Customer will be invoiced the prices listed on the price list current on the day the order is received by CooperVision. All prices and amounts shown in the price list or in these general delivery conditions are shown ex. applicable VAT, which is then added on the invoice. Freight costs will also be added as shown in §8 below unless other signed agreement has been made between CooperVision Nordic AB and the Customer.
8. Freight cost is charge according to the table below;

Type of order/Currency	DKK	SEK	NOK	EURO	ISK
Order placed by Fax, e-mail or telephone	23	29	23	3,0	200
Order placed in Web-shop	9	10	9	1,0	80
Order placed by EDI-system	9	10	9	1,0	80
Order placed by Fax, e-mail or telephone sent "directly to customer"	35	40	35	4,0	350
Order placed in Web-shop sent "directly to customer"	13	15	13	1,2	140
Order exceeding 1,5 kilo (Corporate parcel)	23	29	13	3,0	200
Express delivery (sent as express parcel)	550	700	550	75,0	5000

9. Payment against CooperVision's invoices is 30-days net after the date of the invoice, unless other signed agreement has been made between CooperVision Nordic AB and the Customer. If the Customer does not pay in time, CooperVision may add a penalty interest according to applicable law, plus a reminder's fee of SEK 45.
10. Immediately on receipt of the order, the Customer should inspect the same. Should there be reason to suspect that there is something wrong with the goods or that the wrong items have been delivered, a written complaint shall be forwarded to CooperVision immediately or at the latest within fourteen days. The Customer must provide detailed information as to the faults found or a specification over the items that should not have been delivered and return these to CooperVision at once. The Customer must always state order number when returning an order.
11. When ordering certain lenses i.e. lenses that are customized "made to order", CooperVision's "Fitting Warranty" is applied. For more information regarding which lenses are included in this "Fitting Warranty", please contact CooperVision. This guarantee implies that the Customer can order ONE unit and try it and make sure it fits the patient. If it turns out that the lens parameter does not fit the patient, the Customer has the right to send back the lens to CooperVision and get a credit for the unit. CooperVision does not credit any possible other incurred costs that the Customer has had in connection with this order, i.e. freight and postage costs etc.
12. CooperVision commits to replace faulty items with comparable, fault-free ones or to deliver the correct items as ordered. These will be delivered in accordance with the delivery conditions in §4 and 5 above. When a claim is approved, CooperVision will also reimburse the Customer for freight and/or postage costs required to return the items. In case when the Customer cannot prove that CooperVision is responsible for the error, the Customer will not be reimbursed. The Customer does not own any right to demand any other compensation for any errors in delivery.
13. In cases when a Customer would like to return lenses even though there is no error made by CooperVision; CooperVision then serves the right to charge for the additional costs that have occurred. The Customer can return lenses that CooperVision can return to stock and that have at least an expiration date of 12 months left when they arrive at CooperVision.
14. Should CooperVision's commitments to a Customer in some way be prevented or rendered difficult by conditions outside the Company's control, including non-delivery from a subcontractor, and which CooperVision could not have been expected to foresee at the time the order was confirmed, CooperVision shall, to that same extent, be released from its commitments. Should such a condition exist, CooperVision shall immediately notify the Customer of the situation.
15. Should conditions arise for which CooperVision could be held responsible and liable for damages, such responsibility and liability shall be limited to damages that reasonably could be seen as a typical result of these conditions. This responsibility is further limited by the fact that the Customer is required to take all reasonable measures to limit the damage caused. In addition, the total amount that CooperVision can be asked to pay is limited to an amount equal to one-half of the actual cost of the order not to exceed one basic amount according to the Swedish National Insurance (SFS 1962:381).
16. In such case as the Customer in some manner violates this agreement, such as by not following the applicable laws and regulations in his/her country as indicated in §1 above, the Customer commits to indemnify CooperVision against all damages, both direct and indirect, that the actions of the Customer may have exposed CooperVision to. In addition, CooperVision may refuse to deliver an order should the Company have cause to suspect that the Customer fails to follow the applicable laws and regulations as indicated in §1 above.
17. Any disputes between CooperVision and a Customer shall be decided in accord with Swedish law at a Swedish Court, in which case the District Court in Mölndal, Sweden, shall be the court of first instance. CooperVision may seek payment of an unpaid invoice by applying to the proper authority for a demand notice.