BAUSCH + LOMB SOFT CONTACT LENS SALES POLICY

Effective October 25, 2011

Establishment of Account

To establish an account with Bausch + Lomb to order contact lenses, visit **www.bausch.com/policies**, or call 800-828-9030. Bausch + Lomb expects all accounts that are approved to purchase soft contact lenses to comply with state and federal laws governing the sale and dispensing of contact lenses.

Ordering

Orders for all soft contact lenses may be placed by:

- Phone 800-828-9030
- Fax 800-356-8056
- Online at **www.bausch.com/ordering**

Accounts will be invoiced by Bausch + Lomb. Billing will appear as part of the contact lens business monthly statement.

Shipping

A soft contact lens order containing a minimum of 4 billable items per shipping location will receive free standard shipping and handling. Soft contact lens orders containing less than 4 billable items per shipping location will be charged $6.95 for shipping and handling. At the time of order, expedited delivery is available upon request and will be billed at additional cost. In all cases, shipping terms are FOB destination.

Orders consisting of trial lenses only are subject to the $6.95 shipping and handling charge.

Bausch + Lomb is responsible for providing proof of delivery to the customer ordering the product for up to a maximum of one year.

To place order visit www.bausch.com/ordering, call 800-828-9030 or fax 800-356-8056.

Shipping to Patient

Bausch + Lomb offers a direct-to-patient shipping service called LENSender®. To place order call 800-828-9030 or fax 800-356-8056. All LENSender® shipping and handling policies are the same as the shipping to office policies.

Storage

Product should be stored in accordance with manufacturer's recommendations.

Payment Terms

Payment is due per terms of invoice. Deductions for returned product will not be accepted. Authorized returns will be credited after inspection and approval by Bausch + Lomb and in accordance with the Bausch + Lomb Soft Contact Lens Return Policy.

Payment Methods

Credit cards: VISA, MasterCard, American Express

Checks: Make payable to Bausch + Lomb Inc.

Tax Exemptions

A valid state tax exemption certificate must be on file with Bausch + Lomb to exclude tax by state law on appropriate products. Retroactive reimbursement of a valid state exemption certificate is limited to a maximum of six months from date of request.

Account Cancellation

To cancel an account, call 800-828-9030. No unused product may be returned for credit upon cancellation.

Limitations

The policies stated herein are in lieu of all express warranties and of all other liabilities and obligations on the part of Bausch + Lomb. Bausch + Lomb disclaims all implied warranties including the implied warranties of merchantability and fitness for a particular purpose. Bausch + Lomb expressly denies the right of any person to incur or assume for it any other liability or obligation in connection with the sales of any Bausch + Lomb soft contact lenses.

Bausch + Lomb will in no event be liable or obligated for the payment of any special, incidental, or consequential damages. Any action against Bausch + Lomb for any alleged breach of this sales policy must be commenced within one year.

The policy provisions stated herein are offered by Bausch + Lomb only to its customers. They are not intended for, nor may they be enforced by, wearers of Bausch + Lomb soft contact lenses.

Miscellaneous

Bausch + Lomb sales agreements, and any amendments, must be in writing and on a Bausch + Lomb standard form, or signed by the Bausch + Lomb Vision Care Vice President of Sales.

This sales policy is subject to change by Bausch + Lomb at any time without prior notice and supersedes all prior sales policies. For additional information, please contact your Bausch + Lomb representative or Customer Resource Center at 800-828-9030.

Correspondence may be addressed to:

Bausch & Lomb Incorporated
Customer Resource Center
1400 North Goodman Street
Rochester, NY 14609

BAUSCH + LOMB

BAUSCH + LOMB SOFT CONTACT LENS RETURNS POLICY

Effective October 25, 2011

Returns, Credit or Exchange Information for Contact Lenses Purchased Directly from Bausch + Lomb.

90 Day Returns & Exchange Policy

Bausch + Lomb will accept and credit the return or exchange of product as long as product is returned to Bausch + Lomb in its **original, unopened, unaltered package.**

In order to receive full credit, product must be returned within 90 days of the original invoice date. Product will be credited at the price indicated on the invoice.

Returns must be accompanied by a valid invoice number and appropriate Lens Return Form to receive credit.

Product must be free of markings, stickers and must be in the original packaging to receive full credit.

Unopened boxes, free of markings, stickers or other package alterations will receive full credit.

Expired, discontinued, opened, altered or damaged product **shall not be eligible** for return. Product received in the aforementioned condition shall be denied credit and shall be destroyed.

A Return Authorization number is required for returns of 15 boxes or more and can be obtained via email at crcreturns@bausch.com or by calling Customer Service at 1-800-828-9030.

Returns of inventories will be credited at a price for which such product was purchased by the customer less the value of any product that was provided to the customer free of charge.

Should Bausch + Lomb product be damaged in transit, or should an incorrect quantity or parameter be shipped to the customer, Bausch + Lomb will issue an exchange to correct the order or replace the damaged product.

Please instruct patients to return opened boxes directly to Bausch + Lomb by the patient using an approved Patient Satisfaction Guarantee Form. This form and a description of the Patient Satisfaction Guarantee Policy can be found at **www.bausch.com/patientguarantee.**

Patient lenses returned under this program must be accompanied by a completed Patient Satisfaction Lens Guarantee Return Form with a valid invoice number & patient receipt indicating original date of purchase.

No product shall be returned through a Bausch + Lomb sales representative, and no Bausch + Lomb sales representative is permitted to remove product from any customer's office. In addition, product that has been purchased from an authorized Bausch + Lomb distributor must be returned to the distributor.

Necessary lens return forms can be obtained at **www.bausch.com/policies** or by calling 1-800-828-9030.

All product returned to Bausch + Lomb should be mailed with the appropriate return form to:

Bausch & Lomb Incorporated
Customer Resource Center
1400 North Goodman Street
Rochester, NY 14609
or
PO Box 30474
Rochester, NY 14603

Returns should be insured for full value. Bausch + Lomb is not responsible for loss or damage of product being returned. Valid proof of delivery is required for resolution of claims.

Diagnostic Lenses

Diagnostic or Trial lenses are only intended for trial fitting of appropriate candidates or for the occasional replacement of lost or torn lenses. Diagnostic lenses are not to be sold, substituted for lenses that are available for commercial sale, or given away free of charge as a product promotion for replacement contact lens sales.

Lens Product Quality

To comply with Federal Regulations, it is necessary to use the Lens Product Quality Return Form for non-dispensed lenses with product quality claims. The account must indicate the nature of the quality concern. All lenses will be inspected to verify claims. Valid claims will receive a replacement lens.

Bausch + Lomb reserves the right to destroy any lens in which the claim is not verified, signs of wear or mishandling are evident, or the lens is not in the original package. No credit or exchange will be issued under these circumstances.

Miscellaneous

Disputes on billings, credits, returns must be made in writing within 90 days from the date the transaction in question occurred. Claims are limited to one year from the date of refusal to credit or return.

Please visit **www.bausch.com/policies** for more details and return forms.

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