



CooperVision™

**COOPERVISION Taiwan
DIRECT TRADE POLICY**

Effective 1st November 2013

酷柏光學台灣直接銷售政策規定

2013年11月1日生效

CooperVision Taiwan

+886 2 21812222

<http://coopervision.com.tw/>

HOW TO OPEN AN ACCOUNT:

To establish an account, call your area Sales Representative or Customer Service with your initial order and Business Registration. You will also need to complete and sign a credit application. Establishment of your account and its ongoing status is subject to approval by the Credit Department. Upon receipt of the approved credit application, CooperVision will assign an account number and your order will be processed and shipped.

如何開立帳戶

為開立交易帳戶，請準備你的第一筆訂單及商業登記資料，與你的地區銷售代表或客服中心聯絡。同時你必須完成信用交易申請文件之簽署。有關完成你的交易帳戶及相關開立進度，須由信管部門之核准為依據。當收到信用交易申請之獲准時，酷柏光學將會發給一組帳戶號碼，此後你的訂單將會進行處理及完成交貨。

HOW TO PLACE AN ORDER:

- For all lenses, call CooperVision Customer Service Taiwan: 886 2 2181-2222 Monday to Friday from 9:00 a.m. to 5:00 p.m., Taiwan Time.
- All orders are subject to approval by the Credit Department.

如何下訂

就所有的隱形眼鏡產品部分，請與酷柏光學台灣客服中心聯絡，電話：886 2 218-12222，營業時間：台灣時間周一至週五上午九時起至下午五時止。

PAYMENT TERMS AND CONDITIONS:

Net thirty (30) days from date of statement.

Billing adjustments must be requested within 5 days of the monthly statement.

In the event that payment is not made as required by Terms of Payment, the customer shall be liable to CooperVision for the full invoice amount, plus its full costs of collection (including actual court costs, collection agency fees, and attorneys' fees and expenses) and CooperVision may, in its sole discretion, terminate the account or refuse to accept or fill orders until the foregoing amounts have been paid in full.

付款期間及條件：

月結後三十日內付款

帳單調整之要求，需於該帳單當月結帳日後 5 日內提出。

如未依期限準時付款者，客戶即積欠酷柏光學以發票所載全部款項，再加計所有追索費用〔包括實際訴訟費用、委外催收費、律師費及其他支出費用〕之債務，酷柏光學並得片面結束交易帳戶，或拒絕接受訂單或客戶提交訂單之申請，直到上開債務全部清償完畢為止。

DEFECTIVE PRODUCT POLICY

CooperVision contact lenses are manufactured under strict manufacturing controls. If you believe that a lens is defective, you must return the lens within 30 days from the purchase date.

A specified reason for return must be included. Upon receipt of the lens(es), CooperVision will promptly inspect it for the reason stated. If the inspection of the returned lens meets specifications for the reason stated, the lens will be returned. If the returned lens is to be dispensed, it must be sterilized or disinfected before use. CooperVision assumes no liability for the lens.

UNOPENED EXCHANGE POLICY:

Unopened, un-expired lenses must be exchanged for the same lens type only (e.g., Avaira® for Avaira, Proclear 1 Day® for Proclear 1 Day) and must be product currently offered for sale by CooperVision (i.e., not discontinued). To return, follow the procedure outlined below.

Any product not received in re-saleable condition will not be credited and will be destroyed

To exchange or return any product (single lenses or packs) the procedure is:

1. For Product Exchanges call Customer Service at (886) 2 2181-2222 to place an exchange order for replacements.
2. Package stock for return to be collected by CooperVision.
3. Product returned for exchange must be returned with a minimum of 6 months dating of the expiration date shown on the packaging.
4. Products damaged in shipment or shipped in error may be returned provided the damage or error is reported to the Customer Service Department at (886) 2 2181-2222 within 3 business days after receipt of shipment.
5. Product which is no longer required may be returned within 30 days after receipt of shipment

Any product returned, for any reason, remains the property of the customer until received by the manufacturer. Returned products should be returned by a traceable shipping method to protect against loss.

未開封貨品退換政策規定

未開封且未逾有效期限的隱形眼鏡，僅能用以更換相同品項之隱形眼鏡〔如 Avaira 更換 Avaira，Proclear 日拋型更換 Proclear 日拋型〕且為酷柏光學近期為銷售所生產提供之貨品〔換言之，並非停產品〕，進行貨品退換，須遵照以下要點所示程序辦理：

任何退換貨品於收回時已不符合可再銷售之狀態者，將不被計入退換貨範圍內且將逕行銷毀。

任何貨品進行退、換〔散裝隱形眼鏡或盒裝品〕程序如下：

1. 就換貨部分，請以電話聯絡客服中心，電話號碼：〔886〕2 2181-2222，並以換貨單提出申請。
2. 欲退回之包裝庫存貨，由酷柏光學前往收取。
3. 退回進行交換之貨品，其包裝上之有效期限至少仍有超過六個月以上。
4. 運送過程毀損之貨品，或運送錯誤之貨品，客戶應於收到上開貨品後三日內，向客服中心電話號碼：〔886〕2 2181-2222 進行回報者，始得辦理退回。
5. 已無需求之貨品，辦理退回期間不得超過貨到後 30 日內。

無論以何原因退回之任何貨品，於製造者收到實際退貨之前，仍屬客戶所有之財產。退還之貨品，須以可追蹤運送過程之運送方法為保護，以防止損害發生。

SHIPPING POLICY

All orders will be shipped after order is confirmed by customer service officer. Orders for ready-made lenses placed between 09:00am-05:00pm Monday to Friday Taiwan time, will be dispatched from the CooperVision warehouse the same day (barring exceptional circumstances).

交貨政策規定：

所有訂單將於客服接受後出貨。有關訂購隱形眼鏡現貨之訂單，如於台灣時間每周一至週五上午9時至5時前提出者，除有例外情形者外，將會於同日從酷柏光學倉庫以快遞寄出。

CONFIDENTIALITY

You agree to take all reasonable measures to maintain the confidentiality of and not disclose any trade secret, non-public information regarding CooperVision's business or other confidential information, including but not limited to the terms of this Direct Trade Policy and CooperVision's pricing. However, you may disclose such information or terms (i) on a confidential basis to legal or financial advisors and (ii) pursuant to the laws, order or requirement of a court, administrative agency, or other governmental body, provided that you give reasonable notice to CooperVision to contest such order or requirement.

保密約定：

你同意採取所有合理方法，不向他人揭露並維持關於酷柏光學任何有關營業或其他應秘密事項部分的商業機密、非公開資訊的保密性，包括但不限於本直接銷售政策規定之相關約款內容及酷柏光學的銷售價格。無論如何，你僅能在符合以下條件情形下，進行相關資訊或約款之揭露：(i) 在有保密條件基礎下，所向法律或財務顧問進行者，及(ii) 依據法律，法院或行政機關或其他政府機構之命令或要求而揭露者，但你方應向酷柏光學為合理之通知，以俾提出抗辯救濟。

PRODUCT RECALLS

In the event of a recall of any CooperVision products, whether voluntary or as required by a governmental authority, you agree to immediately cease distribution of the affected products upon notice thereof and otherwise cooperate with CooperVision in all respects relating to such recall. You agree to maintain and make available to CooperVision such records pertaining to your distribution of CooperVision products as reasonably required by CooperVision from time to time so as to facilitate CooperVision's ability to effect a recall of affected products or otherwise identify consumers who may have such products.

產品回收

當發生任何酷柏光學產品回收情事，不論是由酷柏光學主動發起或由政府主管機關之要求，你同意於接到通知時，立即停止受影響產品之銷售行為，並全面與酷柏光學合作進行相關回收。你同意維持並提供酷柏光學隨時合理要求所需之所有關於產品銷售之紀錄，以協助酷柏光學儘可能去達成產品回收之結果或賠償擁有該產品之消費者

CUSTOMER REPRESENTATIONS AND WARRANTIES:

You represent and warrant to us and agree that: (i) you are or employ on your premises a licensed eye care professional in good standing and duly authorized to fit, prescribe, and dispense contact lenses in the state(s) in which you do business; (ii) you will dispense the Products to your patients only and you will not sell or provide the Products to any other person or entity; and (iii) you will comply with all applicable laws, rules, and regulations in connection with your purchase, use, and sale of the Products.

客戶聲明及保證事項：

你對酷柏光學聲明及保證如下：(i)你自己或在你銷售場所的員工為良好名望且具有執照之驗光師，並於你從事營業之國家內，被正式授權可為人安裝、開立囑咐、配戴隱形眼鏡；(ii)你將僅為你的顧客配戴產品且你將不會販賣或提供產品與任何人或營業體；且(iii)你會遵守有關購買、使用及銷售產品之所有現行法律、命令、規則。

LIMITATIONS:

The policies stated herein are in lieu of all express warranties and of all other liabilities and obligations on the part of CooperVision for any of its products. CooperVision disclaims all implied warranties including the implied warranty of merchantability and/or fitness for a particular purpose.

Neither acceptance of orders by CooperVision nor any other course of dealing with CooperVision products will cause the customer to become CooperVision's distributor or have any ongoing right to purchase CooperVision products. CooperVision reserves the right to terminate an account at any time in its sole discretion.

CooperVision expressly denies the right of any person to incur or assume for it any liability or obligation in connection with sales of any CooperVision products other than expressly set forth herein.

CooperVision will in no event be liable for any lost profits or indirect, special, incidental, consequential, or punitive damages, regardless of the type of claim (including negligence). CooperVision's liability for any claim relating to this Direct Trade Policy is in all events limited to the amounts paid by you in the six-month period immediately prior to the date the claim arose, whether the claim arises under contract, statute, or common law. Any action against CooperVision for an alleged breach of this Direct Trade Policy must commence within one (1) year from the date of purchase.

責任限制規定

本政策規定事項，在此為酷柏光學方面就其任何產品所有明示之保證及其他責任與義務。

酷柏光學在此排除其他任何默示之擔保，包括商業銷售性適合特殊用途目的之擔保責任。

除本政策規定另有約定外，酷柏光學明示否認任何人不因有關其銷售任何酷柏光學產品，即有權為其產生或承擔任何債務及責任。

酷柏光學不因接受客戶之訂單且客戶亦不因處理酷柏光學產品相關事務，即成為酷柏光學的經銷商或有任何不間斷之權利可購買酷柏光學產品。酷柏光學保留可於任何時間片面結束交易帳戶之權利。

不管任何形態之紛爭(包含過失責任在內)，就有關任何直接或間接利益損失，特別、偶發、連續性或懲罰性之賠償，酷柏光學均不負任何賠償責任。酷柏光學就有關本直接銷售政策規則紛爭所生之債務責任，在任何情形下，均限制以你於該紛爭發生起算前六個月內所支付酷柏光學之貨款為限，不論該紛爭之請求依據係出於契約約定、特別法或普通法皆同。任何對酷柏光學以違反本直接銷售政策規則所為之訴訟，限於購買後一年期間內提出。

TRADEMARKS:

Customer agrees that it will not use or reproduce any CooperVision trademarks, trade names or logos (“Marks”) in any way except to the extent that such marks appear on the products themselves sold by CooperVision or as set forth in this Section. Customer may use the Marks solely in connection with its marketing of CooperVision products. To the extent not already expressly permitted herein, Customer shall, prior to its first use of any such Marks, submit representative samples to CooperVision for its prior approval, which approval shall not be unreasonably withheld. Once CooperVision has approved such representative samples of Customer’s intended use, Customer need only submit to CooperVision for prior approval, as above, displays of the Marks in a substantially different manner from what was previously approved. The foregoing does not include, and Customer is not granted any rights to use, reproduce or display, any third party trademarks, trade names or logos notwithstanding their use on or with CooperVision products. Do not use the trademarks in any of the following ways: in any way that infringes, derogates, dilutes or impairs the quality of, or CooperVision’s rights in the Trademarks; in any shortened, abbreviated, or otherwise altered form, in any manner that is misleading, defamatory, libelous, obscene, or otherwise objectionable, in CooperVision’s opinion. Customer shall not remove or obscure any of the Marks on or in CooperVision products or documentation, and will not attach any additional trademarks, logos or trade designations on or to the products or documentation.

商標

客戶同意絕不以任何方式使用或複製任何酷柏光學的商標、商品名稱或商品標誌(以下合稱產品標誌)，除非本條另有規定或上開標誌本來已出現在酷柏光學所銷售之產品上者。客戶僅得於銷售酷柏光學產品關聯範圍內使用上述產品標誌，在使用範圍尚未取得酷柏光學明示允許前，客戶應於第一次使用任何產品標誌前，向酷柏光學提出客戶有意使用方式的代表性樣品，以取得酷柏光學之事前同意，該同意不得不合理的保留。一旦如酷柏光學已經同意客戶使用方式的代表性樣品，此後客戶僅需於顯示商品標誌方式與先前已取得同意者有本質上之不同時，始須再以同一方式取得酷柏光學事前同意。上述並不包括，同時客戶亦未被授予任何權利可使用、複製或展示任何已使用於酷柏光學產品上之第三人之商標、商品名稱或商品標誌。商標不得以下列方式為使用：以任何將造成損害、減損、降低或削弱酷柏光學對於商標權之權利及品質之方式為之；以任何短少、縮短或其他改變之形式，以任何造成誤解、誹謗的或使人厭惡的或其他討厭的方式為之，就酷柏光學之意見而言。客戶不得移除或隱匿酷柏光學商品及使用說明書上之任何產品標誌，且亦不得在酷柏光學商品及使用說明書上附加任何額外的商標、標誌或銷售設計。

GOVERNING LAW AND JURISDICTION:

This Direct Trade Policy shall be governed by Taiwan law without reference to conflict of law's principles. The prevailing party in any suit or proceeding will have the right to recover its costs and reasonable fees of attorneys and other professionals incurred in connection with the action and any appeal.

準據法及管轄權

本直接銷售政策規定以台灣法律為準據法，但不適用衝突法原則。勝訴之一方有權請求敗訴方負擔就訴訟或上訴過程中，所支出之費用、合理律師委任費及其他專家費。

GENERAL PROVISIONS:

You may not assign any of your rights or delegate your obligations under this policy without our prior written consent, and any attempt to do so shall be void. No delay or failure to exercise or enforce any right or provision of this policy will be considered a waiver thereof or of any right thereafter to exercise and enforce that or any other right or provision. If any provision of this policy is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected in any way. This policy supersedes all prior or contemporaneous policies, understandings, or representations with respect to its subject matter, whether written or oral.

綜合條款

在未取得酷柏光學事前書面同意，你不得將本政策規定之任何權利轉讓他人，或由委由他人承擔你的責任之履行。任何違反上開規定行為均無效。任何遲延行使、執行或不行使、執行或此後始行使或執行本政策規定或其他之權利或約款，並不得視為就該權利或條款之棄權。如果本政策規定任何條款被視為無效或無法實行者，其他部分約款之有效性及可實行性之效力均不受其影響。本政策規定取代所有口頭或書面相關性之先前或同時期之其他政策規定，協議或聲明。