

IMPLANT CONSIGNMENT AGREEMENT

This Implant Consignment Agreement is made the _____ day of _____, 20____, by and between Lenstec, Inc., ("LENSTEC") at 1765 Commerce Avenue North, Saint Petersburg, Florida 33716, and _____ ("CUSTOMER") at _____.

LENSTEC and CUSTOMER agree as follows:

SECTION 1. PRODUCT CONSIGNED

The number of IOLs and instruments (namely, injector) allowed in a CUSTOMER's consignment is directly related to the estimated number of LENSTEC implants performed. The size of the consignment may be reviewed and adjusted from time to time at LENSTEC's discretion. It is understood and agreed that the CUSTOMER is under no obligation to purchase a certain volume of IOLs.

SECTION 2. OPEN CONSIGNMENT OPTION

Customer may choose to add lenses as needed rather than receiving a full consignment of inventory. If so, Customer agrees to provide a bill-only purchase order to LENSTEC for billing once the lens is implanted. CUSTOMER is also responsible for freight charges for add-to-consignment lenses. CUSTOMER may later decide to have a full consignment upon completion of an Initial Consignment PO Order Form. **CUSTOMER, please Initial here for Open Consignment Option:** _____.

SECTION 3. SHIPPING AND HANDLING

LENSTEC will pay the shipping and handling charges related to the initial consignment. CUSTOMER will pay for any future shipping charges. All shipping related claims for shortages, shipping errors, lost, stolen or damaged lenses must be made to LENSTEC within thirty (30) days of shipment.

SECTION 4. TITLE

While title to consignment lenses will remain with LENSTEC until implantation, the CUSTOMER assumes total responsibility for the safe storage of the consignment and agrees to be responsible for the quantity and value of consigned lenses. The IOLs must be stored in dry conditions between 0°C (32°F) and 45°C (113°F), and the lenses should be handled carefully; rough handling or excessive handling may damage the lens. CUSTOMER will be responsible for the lens charges resulting from damage to or loss of consignment lenses while the lenses are in the CUSTOMER's care, custody, and control. As lenses are replaced in the consignment, it is understood that the consignment lenses may differ from those originally shipped.

SECTION 5. IMPLANT INVENTORY MAINTENANCE

The CUSTOMER agrees to e-mail (orders@Lenstec.com), fax (1-866-536-3040), or phone (1-866-536-7832) to the LENSTEC CUSTOMER Service Department the implants used from the consignment inventory and to order lens replacements. The CUSTOMER agrees to allow any Lenstec Inc. representative access to the consignment inventory. A LENSTEC representative will conduct a physical inventory twice per year of the consignment stock. If the total quantity of consigned lenses be less than what Lenstec Inc.'s records reflect, the CUSTOMER agrees to provide the representative with implant information and a Purchase Order for payment of implanted or unaccounted for lenses. LENSTEC has the right to reduce the inventory to return the consignment to a reasonable level based on inventory usage. Lenstec Inc. reserves the right to request the return of any unused lenses.

SECTION 6. IMPLANT BILLING AND INVOICE TERMS

The initial consignment of lenses will be accompanied by a packing sheet specifying the lenses consigned. When lenses are implanted and serial numbers and diopters are reported for billing, an invoice will be based on the negotiated price of the lens, namely:

Softec HD	\$ _____ per lens	ClearView 3	\$ _____ per lens
Softec HDO	\$ _____ per lens	Softec HDM	\$ _____ per lens
Softec I	\$ _____ per lens		

A consigned replacement will be shipped unless otherwise noted.

Payment shall be made net thirty (30) days from the invoice date. Past due invoices may be assessed a monthly service charge at the lower of 1.5% per month or the highest rate permitted by law. In the event of nonpayment of the invoices within the terms specified, LENSTEC reserves the right to refuse to deliver and/or terminate the Consignment Agreement.

SECTION 7. CUSTOMER USE OF THE CONSIGNMENT

The CUSTOMER agrees as to each lens style, power, and size to use FIFO, namely in the order in which delivered, with those lenses first delivered being used before subsequently delivered lenses. The CUSTOMER agrees not to sell, trade, borrow, or exchange lenses with any doctor, hospital, or any other entity without prior contractual arrangements approved by LENSTEC

SECTION 8. RETURNS, REPLACEMENTS, EXCHANGES

LENSTEC agrees to accept all consigned lenses for return at the termination of this agreement provided that the lenses are in their original, sealed packages and are accompanied by a completed Lenstec Inventory Return Form. Customer is responsible for shipping. Lenstec Inc. will accept lenses for exchange due to packages being opened or for lenses with sterility dates close to expiration (within 6 months) or lenses that have expired. LENSTEC agrees to accept any unopened lens consignment for exchange for a lens of any style,

power, or size. Any lens to be returned (i.e. exchange of consignment, expired, etc.) must be accompanied by an Inventory Return (IR) form which may be obtained by visiting <http://www.Lenstec.com/customers>. The customer is responsible for shipping. Any lens which had contact with the patient or the subject of a possible complaint must be returned with a completed Return Authorization (RA) Form. The Lenses which have contact with the patient should be called into Customer Service for an RA# and prepaid label must be affixed on the outer carton, and if there has been patient contact, the lenses must be sent back under biohazard label. Once a return is received at Lenstec and is processed, a credit to the account or to the consignment will be issued. No credits are issued without receipt of product and completed Return Authorization form.

All lenses that become opened and not used without patient contact will be retained and returned to Lenstec accompanied by a completed Return Authorization (RA) form. No lens shall be destroyed in any way at your facility. The RA form may be obtained at <http://www.Lenstec.com/customers>. Customer is responsible for return postage. A replacement will be sent upon receipt of the lens, if one is requested, or the Customer may contact Lenstec Customer Service to add to your facilities consignment. Customer is responsible for shipping charges of replacement lenses.

SECTION 9. ADJUSTMENTS OR TERMINATION OF CONSIGNMENT AGREEMENT

It is possible to change the total quantity of lenses on consignment by contacting Lenstec Customer Service. LENSTEC or the CUSTOMER may terminate this agreement by giving thirty (30) days advance notice in writing to the other party at the address specified in this agreement. Upon notice of termination, the CUSTOMER agrees to return all consignment lenses within fourteen (14) days. LENSTEC will invoice all consignment lenses not returned. The basis for these charges is agreed to be the current prices in effect on the date of termination of this agreement.

SECTION 10. TAXES

Prices quoted do not include applicable sales or use taxes. CUSTOMER shall be responsible for and will pay to LENSTEC all sales and use taxes resulting from a consignment or sales under this agreement.

In those states where intraocular lenses are subject to sales and use taxes, the CUSTOMER must supply a valid Resale or Exemption certificate, if applicable, in order for LENSTEC not to charge sales and use tax.

SECTION 11. GOVERNING LAW; CONTRACT SCOPE

This agreement shall be governed by the laws of the state of Florida. It is agreed by you, the CUSTOMER, and LENSTEC that this written agreement constitutes the total agreement between the parties regarding the subject matter hereof. No verbal agreement will be recognized. Representatives have no authority to alter or amend the terms and/or the provisions of this agreement. Any amendments or alterations require the written approval of the Vice President of Sales & Marketing.

SECTION 12. Instrument Consignment:

Client agrees to consign the following number of instruments, with a cost of \$600.00 per injector if not returned to Lenstec.

Instrument Set:	Number of Instruments to consign:
I-9011S Push Injector & Lens Loader II	_____
I-9012FS Fine Screw Twist Injector & Lens Loader II	_____
I-9012 Twist Injector & Lens Loader II	_____

CUSTOMER HOLDING CONSIGNMENT

BILLING INFORMATION (if different from shipping)

Account Name

Account Name

Shipping Address

Billing Address

City, State, Zip

City, State, Zip

Customer Signature Date

Signature of Lenstec Representative

Print Name

Title

Return signed agreement to: Lenstec, Inc.
1765 Commerce Ave N
St. Petersburg, FL 33716