

## GW OPTICS LTD TERMS AND CONDITIONS

### 1. THE TERMS OF TRADE OF GW OPTICS LTD. (HEREAFTER CALLED "The Company")

- 1-1 All goods are supplied to intending buyers on the following terms, and no person in the employment reacting otherwise as agent of The Company or purporting so to do, has authority to accept orders, supply goods on any other conditions or to vary these terms or be deemed in any circumstances whatsoever so to do.

### 2. ORDERS AND SPECIFICATIONS

- 2-1 The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 2-2 No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in Writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit) costs (including the costs of all labour and materials used) damages, charges and expenses incurred by the Company as a result of cancellation.

### 3. THE GOODS & DELIVERY

- 3-1 The Company reserves the right by giving notice to the buyer at any time before delivery to increase the price of the goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company, any change in delivery dates, quantities or specifications for the Goods is requested by the buyer
- 3-2 Acceptance of goods from The Company shall be conclusive evidence before any court or arbitrator that these terms apply.
- a) Non delivery must be notified to The Company in within 3 working days of the invoice date. No claim will be accepted if not received within this period.
  - b) Damage to goods and short deliveries must be notified to The Company in writing within 3 working days of receipt of goods. No claim will be accepted if not submitted within this period.
  - c) The Company will be bound by specific delivery dates only where such agreement is expressly confirmed by one of the directors of The Company and otherwise shall not be of the essence of this contract.
  - d) The Company shall not be liable for any delay, mis-delivery where due to matters beyond their control, and in event their liability for any breach of this contract shall not exceed the retail cost of the items in respect of which a breach is established.
  - e) Such goods shall remain the sole and absolute property of The Company as legal owner until such time as the intending buyer shall have paid to The Company the agreed price together with the price of any other goods the subject of any other contract with The Company.
  - f) The intending buyer's right to possession of the goods shall cease if he, not being a company, commits an available act of bankruptcy or if he, being a company, does anything which could entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up. In this event the intending purchase becomes immediately liable for all monies owed to The Company. The Company may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
  - g) A carriage handling charge will be levied on all orders and deliveries under £15 in value (excluding VAT).

### 4. TERMS OF PAYMENT

- 4-1 Unless goods are sold on the express basis of payment before delivery the intending buyer shall pay the full purchase price inclusive of value added tax within thirty days from the invoiced date by the intending buyer. This is the essence of the contract.
- 4-2 VAT is not included in the price quoted and will be charged extra
- 4-3 The company reserves the right to require payment for goods in advance of dispatch.
- 4-4 In the event of delay of or default in payment the intending buyer shall pay interest on sums overdue calculated at 5% per annum or above base rate.
- 4-5 If The Company instructs a professional collection agency or solicitor to collect an overdue debt, the whole of the cost of collection, including professional fees, will be borne by the customer.

### 5. RETURNS

- 5-1 The company recommends careful inspection of lenses for any flaws prior to glazing. Once a lens has been glazed it is no longer eligible to be returned unless suffering from a coating flaw.
- 5-2 Any lens thought to be incorrect or defective must be claimed within 7 days and returned to The company within 30 days of delivery to qualify for credit or replacement. The company will not accept any responsibility for lenses lost in transit. It is therefore strongly recommended that all returns are made using Recorded Delivery.
- 5-3 The company will not accept any responsibility for errors or omissions made by The Buyer when placing an order. It is recommended that orders are submitted either online, email or by fax to ensure that all information is correct and for appropriate documentation.

- 5-4 All returned lenses must be accompanied by a copy of invoice.
- 5-5 Replacement lenses will always be invoiced. A credit will then be raised for the returned lenses, provided they are eligible under the terms of this policy.
- 5-6 All returned stock lenses must be in "as new" condition (unopened and undamaged). Lenses received after 30 days will not be credited.
- 5-7 Unwanted or duplicated stock lenses will be subject to a handling fee of 25%

## **6 COATING GUARANTEE**

- 6-1 The company offers two year guarantee on all its HMC and Super-hydro HMC lens coatings and will, within this period, replace or credit any lens suffering from an inherent coating flaw, where such a flaw can be substantiated by its QC specialists.
- 6-2 This liability is strictly limited to defects that become apparent in the course of proper use and under reasonable conditions of operation. It does not extend to defects that arise as a result of patient misuse, negligence (particularly exposure to heat or harmful cosmetic sprays) and/or general wear & tear.

## **7 RX – SPECIALLY ORDER (RX Single-vision lenses, All Progressive lenses and Bi-focal lenses)**

- 7-1 The company recommends careful inspection of lenses for any flaws prior to glazing. Once a lens has been glazed it is no longer eligible to be returned unless suffering from a coating flaw.
- 7-2 Any lens thought to be incorrect or defective must be claimed within 7 days and returned to The company within 30 days of delivery to qualify for credit or replacement. The company will not accept any responsibility for lenses lost in transit. It is therefore strongly recommended that all returns are made using Recorded Delivery.
- 7-3 The company will not accept any responsibility for errors or omissions made by The Buyer when placing an order.
- 7-4 All returned lenses must be accompanied by a copy of invoice.
- 7-5 Rejection of progressive lenses for reason of 'non-adaptation from non-tolerance' will be considered valid only if the patient has been given a period of minimum of two weeks to adjust to his/her new lenses. In such cases, the rejected lenses must be returned to The company within three months from date of delivery and credit will then be raised if lenses found to be outside of tolerances.
- 7-6 Replacement lenses will always be invoiced. A credit will then be raised for the returned lenses, provided they are eligible under the terms of this policy.
- 7-7 The company cannot raise a credit for reason of unacceptable edge thickness in the case the shape and frame details were not provided by the customer.
- 7-8 Replacement Special Order Lenses must not be ordered without first contacting The company to advise of the problem with the original order. This will avoid repeated issues with the same order and ensure that the product is supplied to the correct specifications.
- 7-9 In the unlikely event that an Rx or Progressive lens is thought to be defective, The Buyer should advise The company immediately and arrange for a replacement to be ordered. The original lens should then be returned for examination and, where a flaw can be substantiated, a credit will be raised.
- 7-10 RX may ONLY be cancelled on the day of ordering. Thereafter they will be charged to The Buyer in full and The company cannot accept any responsibility for any omissions or errors made by The Buyer when ordering.
- 7-11 Progressive lenses cannot be returned for 'non-tolerance' if any part of the functional reading or distance areas has been removed during glazing or they have not been glazed in accordance with the original order specifications.

## **8 PROPER LAW AND JURISDICTION**

- 8-1 All disputes arising out of or in connection with the contract shall be governed by English law and the buyer accepts the jurisdiction of the Courts of England.