

GLASSES DIRECT

TERMS AND CONDITIONS OF SUPPLY

Any order and subsequent purchase of goods (as defined below) from Glasses Direct shall be governed by the following terms and conditions. Please read them carefully.

THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

1. In these Conditions:

"Glasses Direct" means Prescription Eyewear Limited (company no. 05139004) having offices at 147 West Election Road Suite 200 Draper UT 84020 and trading under the name www.glassesdirect.com

"goods" means those products made available by Glasses Direct that you wish to purchase, as indicated in your order.

"order" means orders placed in accordance with the provisions of Section 3.1.

"site" means the website owned and operated by Glasses Direct with URL address <http://www.glassesdirect.com>.

2. Customer Obligations

2.1 By submitting your order you warrant, represent and undertake:

2.1.1 that you are aged 16 or over and are not registered blind or registered partially sighted if ordering on behalf of another person this is made clear on the order and provide contact details;

2.1.2 that you are in possession of a written prescription for your spectacles, and that such prescription has been given to you by a registered medical practitioner or registered optometrist ("your optician") following the testing of sight by him or her within the last twenty-four months if you are under 70 years old, or within the last twelve months if you are aged 70 or over, and that any recommended retest date has not elapsed;

2.1.3 if sending Glasses Direct your existing spectacles that are less than two years old to be copied, that the spectacles sent to Glasses Direct are made to your written prescription referred to in clause 2.1.2. Glasses Direct recommend these are sent to us by traceable methods.

2.1.4 to supply, full, accurate and complete details of your current prescription (including any notes on the prescription) or a copy of your original prescription when requested, and any contact details as given to you by your optician;

2.1.5 that you know of no reason why the goods may not be suitable for your requirements;

2.1.6 if you have worn spectacles before and have experienced any problems with the spectacles, to provide us with accurate and complete details of such problems;

2.1.7 to provide any details reasonably requested by Glasses Direct to confirm that you are eligible to purchase the goods;

2.1.8 that you are acting in your capacity as an individual consumer and the goods or any part of the goods shall not be used for resale or for anything other than your own personal use subject to clause 2.1.1;

2.1.9 that you are resident within the United States; and

2.1.10 that you are the authorized holder of any credit/debit card you may use to pay on the site, mail or telephone order.

3. orders for goods

3.1 orders must be placed:

3.1.1 via the ordering system on the site;

3.1.2 by telephoning Glasses Direct on 1 888 520 2020; or

3.1.3 by completing a mail order form in the current mail order catalogue, (which may also be downloaded from the site) and

posting it to 147 West Election Road Suite 200 Draper UT 84020 or faxing it to 888 267 9956.

3.2 Your submission of the order, whether submitted via the site, by telephone, fax or post represents an offer to purchase the goods from Glasses Direct. Glasses Direct may confirm receipt of this offer via email (if the order is placed via the site) or verbally (if the order is placed via telephone). Any confirmation of receipt of the order will not constitute an acceptance by Glasses Direct of your order.

3.3 There will be no binding contract between you and Glasses Direct for the supply of goods until the goods have been dispatched to you by Glasses Direct.

3.4 You may change your order at any time until the goods are dispatched by contacting Glasses Direct by email, telephone, fax or post. You must let us know of any changes as soon as possible, because we process orders very rapidly.

4. Limitations of Supply

4.1 Glasses Direct shall make every effort to ensure that all orders are fulfilled, however we cannot guarantee the availability of goods. If the goods you have ordered are unavailable, Glasses Direct will contact you to give you a choice to receive a replacement or a refund. If Glasses Direct receives no response from you, Glasses Direct may, at its absolute discretion, provide replacement goods of an equivalent quality and/or specification or cancel the order and provide a refund.

4.2 Glasses Direct tries to ensure that the goods supplied match the descriptions provided on the site or in our current mail order catalogue. Whilst Glasses Direct tries to ensure that there are no changes to the goods to be supplied, it is possible that there might be some minor variations to the description and/or specification of the goods which arise by virtue of changes made by the manufacturers of the parts supplied which form part of the goods.

4.3 Glasses Direct shall, on the advice of its supervising opticians, have absolute discretion as to whether or not to accept an order.

4.4 If considered necessary or appropriate before an order is accepted, Glasses Direct's supervising opticians shall have absolute discretion:

4.4.1 To contact you to discuss your order, provide advice and/or arrange a free face-to-face consultation with you; or

4.4.2 To contact the registered medical practitioner or registered optometrist who provided your prescription to verify and/or discuss your prescription.

4.5 If considered necessary or appropriate by one of Glasses Direct's supervising opticians, Glasses Direct may as a condition of acceptance of your order:

4.5.1 Request that you send Glasses Direct the original written prescription (or a copy thereof);

4.5.2 Request that you contact the registered medical practitioner or registered optometrist who provided your prescription to verify and/or discuss your prescription;

4.5.3 Request that you obtain your pupillary distance measurement from your optician or that you to have a free face-to-face consultation to take your pupillary distance measurement; and/or

4.5.4 Request that you obtain a new written prescription (if, by way of example only, the prescription provided with your order contains a retest date that has elapsed).

4.6 Glasses Direct has absolute right to refuse acceptance of any Order. Without limitation, an Order will be refused if:

4.6.1 the Goods are to be supplied to an address outside the

United States;

4.6.2 the Order is for single vision spectacle lenses where such lenses have a spherical value of more than +/-8 dioptres, a cylindrical value of more than +/-4 dioptres; or

4.6.3 the Order is for bifocals or varifocals where such lenses have a distance spherical value of more than +/-8 dioptres, a cylindrical value of more than +/-4 dioptres, and/or where the power addition between the distance and near elements is less than +0.75 or more than +3.50 dioptres.

4.7 Glasses Direct will use an appropriate, average pupillary distance set by its supervising opticians, unless:

4.7.1 you send your pupillary distance measurement to us; and/or

4.7.2 one of Glasses Direct supervising opticians considers at his/her absolute discretion that it is necessary for you to obtain a pupillary distance measurement.

5. Prices and Payment

5.1 Subject to clause 5.3, the price payable by you for the goods shall be the price stated on the site or the current mail order catalogue at the time your order is placed in accordance with these Terms and Conditions.

5.2 Prices stated are in Pounds Sterling and include Sales Tax.

5.3 Glasses Direct uses reasonable endeavours to ensure the accuracy of the prices and price related information stated in its catalogue and on the site, but cannot guarantee that you will not encounter a mispriced item in the catalogue or on the site. If an item is mispriced or if the price has changed since the last catalogue was issued, Glasses Direct will contact you and give you the choice to accept the correct price or to cancel the order.

5.4 The postage, packaging and delivery charges for all purchases are given on our site and in our mail order catalogue.

6. Delivery and Carriage

6.1 Delivery of the goods shall take place at the time the goods first arrive at the delivery address stated on your order (which must be a United States address).

6.2 If your order is accepted by Glasses Direct, delivery will take place no later than twenty-eight (28) days following receipt of your order.

6.3 If your order is accepted by Glasses Direct and the goods have not been delivered to the delivery address stated in your order within twenty eight (28) days, you must notify Glasses Direct. Glasses Direct will check the delivery details with you and the delivery contractor. If the goods have not been delivered to the delivery address stated in your order, Glasses Direct will make alternative arrangements to re-deliver within 10 working days.

7. Inspection

7.1 Upon delivery of the goods you must inspect them carefully. If any of the goods do not match the description or appear to be damaged or are missing, do not use the goods or any items accompanying the goods, and please contact us by telephone or email and inform us of the problem.

7.2 The goods will contain written confirmation of the prescription of the goods. If the prescription stated does not match the prescription you set out in your order, do not use the goods or any items accompanying the goods and please contact us by telephone or email and inform us of the problem.

7.3 You must notify Glasses Direct immediately if there are any defects in the goods which are apparent through inspection or use of the goods or if you experience any difficulty in using the goods.

7.4 If the goods are defective on delivery, Glasses Direct shall

at its absolute discretion repair or replace such goods or give a refund.

7.5 If the goods are defective in accordance with any of clauses 7.1 to 7.3, you agree to return the defective goods to Glasses Direct in substantially the same condition as when received by you, including all items and packaging accompanying the goods.

7.6 Subject to clause 7.7, Glasses Direct shall pay the costs of postage, packing and delivery in relation to the repair or replacement of any goods returned for the reasons set out in clause 7.1 to 7.3 and shall, upon written request, reimburse you the reasonable costs of returning the defective goods.

7.7 You will be liable for the full costs of replacement goods (including posting, packing and delivery) until the returned goods are received by Glasses Direct.

8. Money Back Guarantee

8.1 You may upon notice in writing to us (in accordance with the provisions of clause 12), cancel your order, without reason, and such right to cancel continues:

8.1.1 Until the expiry of fourteen (14) days from the date of dispatch of the goods by Glasses Direct.

8.2 In the event of cancellation you shall promptly return the goods, and any items and packaging accompanying the goods and Glasses Direct shall, subject to such goods and items being returned in substantially the same condition as when received by you, reimburse you within thirty (30) days of the day on which notice of cancellation is given or the returned goods and items are received by Glasses Direct, whichever is the earlier. Such a refund will include the total price paid for the goods but shall not include any costs of returning the goods to Glasses Direct such as postage and packing. Monies will be returned by way the same method of payment as originally paid to Glasses Direct.

8.3 No monies will be refunded if:

8.3.1 The goods are not received by Glasses Direct in "as new" condition;

8.3.2 Glasses Direct has not received payment in full for the goods; or

8.3.3 You are in breach of your obligations under these Terms and Conditions of Supply, if, by way of example only, you provide a false certification.

8.4 If you discover a manufacturing defect within six months of delivery, you must notify Glasses Direct immediately.

8.4.1 If you return the defective goods stating the manufacturing defect to Glasses Direct, Glasses Direct shall subject to clause 8.4.2 at its absolute discretion repair or replace such goods or give a refund.

8.4.2 Glasses Direct shall not repair or replace any goods or give a refund if (i) it has not received the defective goods back from you or (ii) if the defect is caused by misuse or mistreatment of the goods.

8.4.3 Glasses Direct shall pay the costs of the return postage, packing and delivery in relation to the repair or replacement of any goods returned as a result of a manufacturing defect and shall, upon written request, reimburse you the reasonable cost of returning the defective goods.

9. Transfer of Risk and Title in goods

9.1 Subject to clause 8, title in the goods shall pass to you when the goods are delivered to the delivery address set out in your order provided that Glasses Direct has received payment in full for the goods.

9.2 Subject to clause 8, risk in the goods shall pass to you when

the goods are delivered to the delivery address set out in your order.

9.3 In the event of cancellation, risk in the goods remains with you until the goods are received by Glasses Direct.

10. Liability

10.1 Nothing in this agreement shall exclude or limit either party's liability for death or personal injury resulting from that party's negligence or for fraud or for any other liability that cannot by law be excluded or limited.

10.2 Subject to clauses 10.1, the total liability of Glasses Direct to you in respect of all claims arising out of or in connection with an order, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, shall not exceed the total sums received by Glasses Direct for the goods to which the order relates.

10.3 Subject to clause 10.1, Glasses Direct shall not be liable to you for any loss of contracts, loss of income or revenue, loss of profits, loss of goodwill or loss of insurance cover.

10.4 Subject to clause 10.1, Glasses Direct shall not be liable to you for any consequential or indirect loss of any kind arising out of or in connection with this Agreement however caused and whether arising under contract, tort, negligence, misrepresentation or otherwise. This exclusion shall apply even if Glasses Direct has been advised of the possibility of such loss or damage.

10.5 Subject to clause 10.1 Glasses Direct shall not be liable to you where the loss or damage results from information provided by you that is inaccurate, false or misleading or that otherwise results from a breach by you of these Terms and Conditions.

10.6 Subject to clause 10.1, Glasses Direct accepts no liability in respect of any non-standard use of the goods such as, by way of example only, in extreme sports.

11. Force Majeure

Glasses Direct shall not be liable for failure to comply with these Terms and Conditions owing to any act or event beyond its control including but not limited to natural disasters, Acts of God, riots, civil commotion, strikes, shortage of supplies, lock-outs, industrial action, war, disease or fire.

12. Notices

Any notice or other communication to be given under these Terms and Conditions must be in writing; in the case of notices to Glasses Direct, by pre-paid post to 147 West Election Road Suite 200 Draper UT 84020 or by fax to 888 267 9956, and in the case of notices to you, by pre-paid post, fax or email to the address or other contact address set out in your order. Any notice or document shall be deemed received, if posted, two working days after posting and, if sent by fax or email, at the time of transmission, provided no transmission failure notice is received.

13. General provisions

13.1 In the interpretation of these Terms and Conditions:

13.1.1 The headings are for convenience only and shall not affect the interpretation of this Agreement; and

13.1.2 "including" means including without limitation and includes shall be construed accordingly.

13.2 You may not assign, sub-contract, sub-license or otherwise transfer in whole or in part any of its rights or obligations under this agreement.

13.3 The Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing this Act shall not apply in relation to these Terms and Conditions and nothing in these Terms and

Conditions shall confer on any third party the right to enforce any provision of any contract.

13.4 These Terms and Conditions and any relevant order accepted by Glasses Direct constitute the entire agreement between the parties and supersede any prior written or oral agreements, statements, promises or representations made in relation to the subject matter of such order (including all other information on the site and/or contained in Glasses Direct's catalogue and sales literature) and, subject always to the statutory rights afforded to you as a consumer, each party acknowledges that (save in the case of a fraudulent misrepresentation by the other party) it shall not have any remedy in respect of any representation or term not set out in these Terms and Conditions or any relevant order accepted by Glasses Direct. None of our representatives, agents or sales persons have authority to vary, amend, or waive any of these Terms and Conditions on behalf of Glasses Direct and no variation, amendment or waiver of these Terms and Conditions by such persons shall have effect unless expressly agreed to by Glasses Direct with you in writing.

13.5 Failure by either party to assert its rights in relation to any breach of these Terms and Conditions or any relevant order on any occasion shall not be deemed a waiver of such rights.

13.6 If any provision of these Terms and Conditions and any relevant order is found to be unenforceable, the remaining provisions shall continue in force subject to such modification as may be necessary to achieve as nearly as possible the objectives of these Terms and Conditions.

13.7 These Terms and Conditions and any relevant order are governed by US law and the parties hereby submit to the exclusive jurisdiction of the US courts in relation to any dispute arising out of them.