

1 - Definitions & Interpretation

In these Conditions, the following words shall have the following meanings:

“**Buyer**” means the person(s), firm or company who purchases the Goods from the Seller.

“**Contract**” means the contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these Conditions.

“**Goods**” means any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them).

“**Order Form**” means the Seller’s standard order form for Goods.

“**Seller**” means RXLENS DIRECT of Lonsto House, 276 Chase Road, London, N14 6HA, having its registered office at Inception Optics Limited, 5 Grampian Gardens, London, NW2 1JG.

1.2 In these Conditions, references to the masculine include the feminine and the neuter, to the singular includes the plural and vice versa as the context admits or requires.

1.3 In these Conditions, headings will not affect the construction of these Conditions.

2 - Application of Terms

2.1 The Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 Each order for Goods by the Buyer from the Seller shall be on an Order Form and shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions.

2.3 No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer.

2.4 Any quotation is given by the Seller on the basis that no Contract shall come into existence until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Seller has not previously withdrawn it.

3 - Price & Payment

3.1 The price for the Goods (excluding delivery) shall be the price set out in the Seller’s price list published on the date of delivery.

3.2 Payment of the price for the Goods or Service is due 30 days following the date of invoice.

3.3 Standard Terms are nett 30 days unless otherwise agreed in writing and in advance of the Seller supplying goods or services to the Buyer.

3.3 All trade account credit limits are set at £1,000 unless otherwise agreed in writing by the seller.

3.4 If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to charge interest on the outstanding amount from the due date at the rate of 5% above the overdraft lending rate of NatWest bank accruing daily until payment is made.

3.5 Any charges accrued because of legal or civil means for recovering outstanding monies shall be the liability of the Buyer and will be charged to the Buyers account and added to the total debt owed to the Seller.

4 - Description

4.1 All drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract.

5 - Delivery

5.1 The Seller will deliver the Goods ordered by the Buyer to the address for delivery specified in the Order Form.

5.2 Delivery will be made as soon as possible after the Buyer’s order is accepted and in any event within 30 days of the date of the Order Form.

5.3 Any dates specified by the Seller for delivery of the Goods are intended to be an estimate, and time of delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

6 - Risk/Title

6.1 The Goods are at the risk of the Buyer from the time of delivery.

6.2 Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of the Goods.

7 - Liability

7.1 If the Goods delivered are damaged or defective or the delivery is of an incorrect quantity, the Seller shall have no liability to the Buyer unless the Buyer notifies the Seller in writing of the problem within 10 working days of the delivery of the Goods.

7.2 If the Buyer does not receive the Goods ordered by it within 30 days of the date of the Order Form, the Seller shall have no liability to the Buyer unless the Buyer notifies the Seller in writing of the problem within 40 days of the date of the Order Form.

7.3 If the Buyer notifies a problem to the Seller under either Condition 7.1 or Condition 7.2, the Seller’s sole and exclusive obligation will be, at the Buyer’s option:

7.3.1 To make good any shortage or non-delivery; or

7.3.2 To replace or repair any Goods that are damaged or defective; or

7.3.3 To refund to the Buyer the amount paid by the Buyer for the Goods in whatever way the Seller chooses.

7.4 Save as precluded by law, the Seller will not be liable to the Buyer for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) however arising under or in connection with the Contract and the Seller shall have no liability to pay any money to the Buyer by way of compensation other than to refund to the Buyer the amount paid by the Buyer for the Goods under Condition 7.3.3 above.

7.5 The Buyer must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase the Goods from the Seller. The Seller makes no representation and accepts no liability in respect of the export or import of the Goods.

7.6 Notwithstanding the foregoing, nothing in these Conditions is intended to limit any rights the Buyer might have as a consumer under applicable local law or other statutory rights that may not be excluded, nor in any way to exclude or limit the Seller's liability to the Buyer for any death or personal injury resulting from the Seller's negligence.

8 - Credit Return Policy

8.1 In the unlikely event that you receive a defective product the goods will be accepted back for exchange or credit under the following terms.

8.1.1 An incorrect RX is supplied.

8.1.2 Incorrect diameter supplied or shaped lens is too small.

8.1.3 Lenses returned under conditions 8.1.1 and 8.1.2 must be returned intact and uncut unless previously authorised by the seller and no later than 30 days from dispatch date of order.

8.1.3 The seller accepts no liability and no return for lenses supplied to remote edging files traced by the buyer.

8.1.4 Patient non-tolerance (progressive lenses only), please ask the patient to try the lenses for 15 days but if they are unable to adapt to the lenses, they can be returned under the non-tol guarantee for a period of 60 days from date of dispatch. Non-tol guarantee does not cover replacement if the prescription, frame, PD, fitting heights, material or coating are changed.

8.1.5 Credit for complaints regarding thickness will only be issued if the frame shape and details were provided at the time of ordering.

8.1.6 No credit will be issued for a patient own frames if damage is caused during the remounting process.

8.1.7 In the event that a new frame that breaks in the glazing process; liability for a faulty frame lays with the frame manufacturer and replacement cost should be sought through the frame guarantee. New frames damaged by RxLens Direct in the glazing process will be credited on receipt of a copy of the manufacturers/wholesaler's sales invoice.

8.1.8 A faulty coating is supplied for HARD Coating by return, HMAR, HYDRO coating within one year from date of order for manufacturing faults only. Premium coatings, PURE, BLUE, DRIVE, CRYSTAL and LIFE within two years from date of order for manufacturing faults. In addition, premium coatings, PURE, BLUE, DRIVE, CRYSTAL and LIFE are covered by a two year accidental damage guarantee. *Warranty is valid for one replacement pair only per order.*

9 - Notices

Unless otherwise expressly stated in these Conditions, all notices from the Buyer to the Seller must be in writing and sent to the Seller at RXLENS DIRECT, 1st Floor, Lonsto House, 276 Chase Road, London, N14 6HA. All notices from the Seller to the Buyer will be sent to the Buyer's address specified in the New Account Opening Form.

10 - Events Beyond the Seller's Control

The Seller shall have no liability to the Buyer for any failure to deliver the Goods or any delay in doing so or for any damage or defect to the Goods delivered that is caused by an event or circumstance beyond the Seller's reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, snow, fire, explosion, accident, etc..

11 - Invalidity

If any of these Conditions (or part of any of these Conditions) is unenforceable (including any provision in which the Seller excludes its liability to the Buyer) the enforceability of the remaining Conditions (or remaining part of any Condition) will not be affected.

12 - Third Party Rights

Notwithstanding any other provision of the Contract, nothing in the Contract confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

13 - Governing Law

The Contract shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between the Seller and the Buyer.

14 - Entire Agreement

14.1 The Contract sets out the entire agreement between the Seller and the Buyer. Nothing said by any salesperson on behalf of the Seller should be understood as a variation of the Contract or as an authorised representation about the nature or quality of the Goods. Save for fraud or fraudulent misrepresentation, the Seller shall have no liability for any such representation being untrue or misleading.

14.2 The Contract shall from time to time be amended with the latest version being published on our website at www.rxlensdirect.com and this document shall supersede any previously published trading terms between the Seller and the Buyer.