



## CONDITIONS OF USE

### ACCEPTANCE OF SERVICES

Lensnet Club LLC website offers their users through the Internet an access to the available information while connecting. These general conditions are applicable to whole products and services provided by Lensnet Club LLC. By using offered services, the client declares using services provided by Lensnet Club LLC in accordance with the applicable right and these conditions.

### USERNAME AND PASSWORD

You are responsible for the confidentiality of your identity. Lensnet Club LLC can't be held liable for an unauthorized use of your account. If the confidentiality of your personal details is compromised, you must advise our service as soon as possible in order to avoid a probable fraudulent use of your account. Lensnet Club LLC will not be held liable for any loss or damage resulting from the non-observance of safety rules mentioned in this section. Regarding this point, it's important to read carefully the RESPONSIBILITY LIMITS included these conditions in order to be aware of your responsibility for Lensnet Club LLC services.

### EXTERNAL LINKS

Lensnet Club LLC can establish a link with others websites or sources. Lensnet Club LLC doesn't have a means to control these external sources and can't guarantee their availability. Furthermore, Lensnet Club LLC can't approve contents of these websites or sources, and any responsibility for their contents is excluded.

### RESPONSIBILITY LIMIT

Lensnet Club LLC, subsidiary companies and companies affiliated to the Lensnet Club Website will not be held liable for damages as well as for direct, indirect, compensatory damages or any other damage to users, any person or legal entity, caused by technical or technological equipment in lensnetclub.com or due to a technical or a human mistake that can happen at any step, technical defect of the network (electronic or communication), computer systems online, servers, computer equipment, softwares, data transmissions or any other technical problem such as web congestion or the congestion of the website.

## PURPOSE

These sales conditions aim to define contractual relations between Lensnet Club LLC and the purchaser as well as applicable conditions to any purchase done through the website [lensnetclub.com](http://lensnetclub.com).

The purchase of a product through this website involves an unconditional acceptance of these sales conditions by the purchaser to full exemption from any partner laboratory of network DirectLab.

These conditions will prevail over any other general or particular conditions not expressly agreed by Lensnet Club LLC.

Lensnet Club LLC can modify its sales conditions at any time. In that case, applicable conditions will be the ones in force from the order date by the purchaser.

If necessary, you will be informed about modifications to the conditions below through email.

To open an account on [Lensnetclub.com](http://Lensnetclub.com), you must provide a valid email address.

## CHARACTERISTICS OF GOODS AND SERVICES

Products and services are those listed in the catalog published on Lensnet Club LLC website.

These products and services are delivered within 7 days. If a product in Index CR39 with a combined power (maximum 8D) from +6 to -8, cyl -3.00 without prism is received over seven days as planned (business days), a credit will be issued and transferred to another purchase (upon customer request).

Each order is accompanied by a copy of the order placed and prescription.

Lensnet Club LLC is an online service where special requests beyond high definition, extended warranties and coatings (treatments) cannot be achieved. For other special requests, we offer the option of ordering online via your provider DirectLab ([www.direct-lens.com](http://www.direct-lens.com)) through which you can get full technical support and special requests.

If a lens is unavailable, Lensnet Club LLC will replace your product with another of equal or greater value. The replacement will be indicated on the invoice.

An extended warranty program is available at a cost of \$6 for 1 year or \$10 for 2 years and you have to request it during your online purchase in the appropriate section.

## RATES

Fees listed in the catalog are prices «a la carte». The prices listed in the order page do not include the cost of order processing, transportation and delivery if they occur in the geographical areas set out below and in accordance with these conditions.

Lensnet Club LLC reserves the right to change prices at any time, except that the price displayed in the order page the day the order is applicable only to sales.

If the pricing is modified, you will be contacted by email.

## **ADDITIONAL RATES**

Fax orders are possible with a \$2 fee per pair. A toll free will be provided on request to an accredited laboratory.

There is a processing fee of \$1 for each order.

Transportation is free for a minimum of 3 pairs of lenses a day or with an amount higher than \$100 or equal. (According to geographical areas provided below). This minimum is required to meet total shipping expenses (land) or additional fees will be charged.

## **AREA**

The online sale of products and services presented in this site is for buyers who reside in Canada and United States. For all international inquiries, please contact the customer service for our shipping rates. For a service overnight in USA by Fedex or UPS, this fees will be shared 50-50% with the 3 minimum orders.

## **ORDERS**

The buyer who wishes to buy a product or service must:

- Fill in the identification form which shows all data requested and a valid email address.
- Complete the online order form giving all patients' references, the prescription and product characteristics;
- Validating the order after reviewing it;
- Make payment in accordance with required conditions:  
(VISA, MASTERCARD, AMEX available up to a credit limit approval);
- Confirming the order and payment.

The confirmation of the order involves the acceptance of these sales conditions, the recognition of having perfect knowledge and waiver of its own conditions of purchase or other conditions.

All data provided and the confirmation recorded will be the valid proof of the transaction. The confirmation constitutes signing and acceptance of transactions. Lensnet Club LLC will email confirmation of the order recorded. Lensnet Club is an online sales system that confirms at every step the production status of an order as well as the estimated shipping date.

## **WITHDRAWAL**

Lensnet Club LLC is unable to cancel an order already in progress.

## **PAYMENT TERM**

Payment is due upon order.

Payments will be made by credit card and will be made through SSL (Secure Socket Layer) so that the transmitted information is encrypted by software where a third party is unable to read it in transit on the network.

The buyer's account will be debited once the order is placed.

## **DELIVERY**

Deliveries are made to the address indicated in the client account and are shipped by ground. If the shipment is requested as a "special delivery," Lensnet Club LLC will share the cost at 50% with a minimum placement of 3 orders.

The purchaser is responsible for any risk when products have left the Laboratory or its accredited representative.

In case of damage during transportation, a complaint must be made with the carrier within three days after delivery.

Delivery delays are only indicative and regarding lens in Index CR39, if they exceed 7 days after the order date, the contract may be terminated on request and the buyer paid. Also, the buyer could receive a coupon valid for the purchase of another product.

## **WARRANTY**

There is no after-sale warranty with the exception of buying an extended warranty on the Hard Coat, AR coatings or non-adapt. We are able to offer our low prices up to 60% of usual prices by eliminating the costs associated with order management, returns and credit administration.

Lensnet Club LLC guarantees the quality and tolerances for each order. In case of non-compliance of a product received, please return the defective lenses and Lensnet Club LLC will issue a credit if warranted in accordance with the verification of the partner laboratory.

All claims, requests for exchange or refund must be made by post with a DirectLab laboratory in charge of order management within 20 days of the receipt of the order.

A Customer Service Agent will contact you upon approval of your account for any future interrelationship.

## **DISCLAIMER**

The vendor, in the process of selling online, only has an obligation of means; his liability cannot be held for damages resulting from the use of Internet such as data loss, hacking, viruses, service breaks or other unintended issues.

## **INTELLECTUAL PROPERTY**

All elements from Lensnet Club LLC website remain the exclusive intellectual property of Lensnet Club LLC.

Nobody is allowed to in whole or in part reproduce, use, repost, or use for any purpose whatsoever, the elements including the software and videos.

## **FILING – PROOF**

Lensnet Club LLC will keep order forms as well as invoices on a reliable and durable support as a true copy in accordance with the laws in force.

Lensnet Club LLC registers will be considered by the parties as proof of communications, orders, payments and other transactions between the parties.

**I HAVE READ AND ACCEPTED TO THE CONDITIONS AS ABOVE**  
by my permission to open my account and use  
Lensnet Club for my online purchases.

May 3, 2011

