

# General Terms and Conditions

## Terms and conditions

### 1. OVERVIEW

Welcome to eOpticians.co.uk.

This website is operated by eOptika Ltd. Our contact details are listed under Contact Information. We define as our "Website" all digital products and services provided to you via websites, mobile applications and any other digital or physical channel. By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service" and "Terms of Purchase", jointly referred to as "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

You should read these Terms of Service and Terms of Sale (jointly referred to as "Terms") before using this website. Your access to and use of our website as well as placing an order is conditional on your acceptance of, and compliance with, these Terms. Do not continue to use the website if you do not accept all the terms and conditions stated on this page.

- [Terms of Service](#)
- [Terms of Sale](#)

### 2. DEFINITIONS AND SCOPE

Throughout the site, the terms "we", "us" and "our" refer to eOptika Ltd. that offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

These Terms of Service apply to all visitors, users and any others who access or use the website.

Any new features or tools which are added to the current store shall also be subject to the Terms.

For certain optional additional services, typically offered in addition to the regular Services we perform throughout this website, additional terms may apply. We will communicate those terms with you before you elect or not to use them.

The current document is a translation from the original version in English, which can be examined here. We only provide this translation for the purposes of convenience and in case of any discrepancy between the two versions, the original English language version shall prevail.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## TERMS OF SERVICE

### 3. LICENSE AND ACCESS

Subject to your compliance with these Terms, eOptika Ltd. grants you a license to access and make personal and non-commercial use of the current website.

The primary purpose of our website and Services is to help individuals receive proper vision correction assistance. The primary form of this is the retailing of certain vision correction items, the purchase of which is regulated under Terms of Purchase.

You must not use any of our services (i) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity, or (ii) to cause annoyance, inconvenience or anxiety.

We reserve the right to refuse service, terminate accounts or remove or edit content if you are in breach of applicable laws, these Conditions of Use or any other applicable terms and conditions, guidelines or policies

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, computer and devices, and to the extent permitted by applicable law you agree to accept responsibility for all activities that occur under your account or password. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided. You can access and update much of the information you have provided us with, including your account settings, in the Your Account area of the website.

We may also provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

### 5. PRIVACY

Please review our [Privacy Policy](#) which governs your use of our Services, to understand our practices.

### 6. TERMS OF SALE

When you use our website to place a commercial order, your relationship with us will also come to be governed by our additional Terms of Sale. Please consult this policy to understand our purchase contract, your rights and our practices.

### 7. INFORMATION ON THE SITE

The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Whilst we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date. Occasionally there may be information on our site that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on our website is inaccurate at any time without prior notice (including after you have submitted your order).

Any reliance on the material on this site is at your own risk.

We are not responsible if information made available on this site is not accurate, complete or current. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site.

### 8. INTELLECTUAL PROPERTY

Unless otherwise stated, we own the intellectual property rights for all material presented on this site. All intellectual property rights are reserved.

You are granted a limited license to view and use material on our website and/or print or save pages from this site for your own personal use subject to restrictions set in these terms and conditions.

You are expressly restricted from all of the following without our express written consent: Using our brand names and trademarks; (re)publishing any Website material in any media; Reproduce, duplicate or copy material for any other purpose than your own

personal use; Selling, sublicensing, distributing and/or commercializing in any way, any Website material, Publicly performing or displaying any Website material, Using this Website in a way that is damaging, or that could be damaging to this Website, Using this Website contrary to applicable laws and regulations, or in a manner that results in, or that could result in harm to the Website, or to any person or business entity, Engaging in any data mining, data harvesting, data extracting or any other similar type activity related to this Website, or while using this Website Using this Website to engage in any type of advertising or marketing activity; Creating and/or publishing your own database that features substantial parts of any of our website materials (e.g. our prices and product listings).

Without prior and express written permission, you may also not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our intellectual property, Web site, our trademarks, logos or other proprietary information (including images, text, page layout, or form) and any meta tags, software code or any other hidden text.

#### 9. USER REVIEWS AND COMMENTS

Certain parts of this website offer the opportunity for users to post and exchange opinions, information, material and data ('Comments') in areas of the website. We do not screen, edit, publish or review Comments prior to their appearance on the website and Comments do not reflect the views or opinions of eOptika Ltd., its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws we shall not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

We reserve the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions.

You warrant and represent that: You are entitled to post the Comments on our website and have all necessary licenses and consents to do so; The Comments do not infringe any intellectual property right, including without limitation copyright, patent or trademark, or other proprietary right of any third party; The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material or material which is an invasion of privacy; The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant to us a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

#### 10. OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### 11. HYPERLINKING

The following organizations may link to our Web site without prior written approval: Government agencies; Search engines; News organizations; Online directory distributors when they list us in their directory in the same manner as they hyperlink to the Web sites; and manufacturers of the products we sell.

We may consider and approve in our sole discretion other link requests from the following types of organizations such as: for-profit business enterprises not listed in the previous group; consumer and/or business associations and information sources; community websites and other digital groups and publications; associations or charities; online directory distributors; internet portals; educational institutions and trade associations. If you are interested in linking to our website, please notify us by sending an email to us.

We reserve the right at any time and in our sole discretion to request that you remove all links or any particular link to our Web site. You agree to immediately remove all links to our Web site upon such request.

We may also elect to place links on our website to your site, pending your authorization to do so. We shall have no responsibility or liability for any content appearing on your Web site. You agree to indemnify and defend us against all claims arising out of or based upon your Website. If you find any link on our Web site or any linked web site objectionable for any reason, you should contact us about this.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### 12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall we, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because

some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

eOptika and its affiliates will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and us when the contract for the sale of products by us to you was formed.

The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

### 13. IDEMNIFICATION

You agree to indemnify, defend and hold harmless eOptika Ltd. and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### 14. ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between eOptika Ltd. and you with regards to your use of this Website, and replace all prior agreements and understandings with respect to the same.

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

### 15. SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

If any provision of these Terms is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and the remaining provisions of these Terms will remain in effect.

### 16. GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of the United Kingdom, without regard to its conflict of law provisions.

You acknowledge that you, depending on your country of citizenship, residence or tax residence, may also fall under certain import, purchase, banking, privacy or other regulations that may impact your ability of using our services. You accept to be fully responsible for complying with such regulations that may impact use of our website or delivery of our services.

### 17. TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

### 18. CONTACT INFORMATION

You can contact our company about any issue, including questions about these Terms, at the following addresses.

By email: [hello@eopticians.co.uk](mailto:hello@eopticians.co.uk)

By telephone: +44 808 164 9400

In person:

eOptika Ltd.  
Terez krt 50.  
Budapest, 1066  
Hungary

### 19. CHANGES

The most recent version of the Terms of Service is available at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. We will post the date of changes on this website. Your continued use of or access to our website or the Service following the posting of any changes to these Terms constitutes acceptance of those changes.

The changes do not have a retroactive effect, in that for example orders placed under a previous version of our Terms fall under the regime of the Terms in effect at the time of the order.

This Terms of Service and Terms of Sale came into effect on June 16, 2017.

## TERMS OF SALE

### 20. AGE

We do not sell products for purchase by children. We may sell children's products for purchase by adults.

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

### 21. VALID PRESCRIPTION REQUIRED

By placing your order on our website, you are verifying that you are in possession of a valid prescription for the lenses you are ordering. You hereby confirm that the information you are providing is valid and exactly as prescribed by your eye-care professional. You also confirm that your prescription is less than 12 months old. You, the customer, give your consent to our contacting your eye-care professional to verify your prescription information, if necessary. You understand that it is your responsibility to undergo regular eye examinations and maintain an up-to-date prescription. We are not responsible for any consequences as a result of deviation from your prescription.

Buyers from United States and United Kingdom have to submit their prescription in a separate email after they have placed their

orders, but also the name of their doctor and their phone number. We will subsequently submit this prescription to the doctor for validation.

## 22. PRICES

All prices are inclusive of applicable VAT.

Prices for our products are subject to change without notice. Your price will not change after you placed a valid order.

Despite our best efforts, a small number of the items in our catalogue may be mispriced. We will verify pricing when processing your order and before we take payment. If we have made a mistake and a product's correct price is higher than the price on the website, we may either contact you before dispatch to request whether you want to buy the product at the correct price or cancel your order. If a product's correct price is lower than our stated price, we will charge the lower amount and send you the product.

## 23. INVOICE

As we only sell to consumers, we typically issue only a bill and not a full fiscal invoice. Please keep a physical or electronic copy of your bill, order confirmation or shipping confirmation as a documentation for potential warranty or guarantee claims.

## 24. PRODUCT AVAILABILITY

We list availability information for products sold by us on the website including on each product information page. As we process your order, we will inform you by email as soon as possible if any products you order turn out to be unavailable. You have the option not to be charged for those products, to receive a partial refund or to wait for items to be in stock again so we ship later to you.

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our [Returns Policy](#).

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer.

## 25. PRODUCT INFORMATION

Unless expressly indicated otherwise, we are not the manufacturer of the products sold on this website. While we work to ensure that product information on our website is correct, actual product packaging and materials may contain more and different information to that displayed on our website. Ingredients may also change.

All information about the products on our website is provided for information purposes only. We recommend that you do not rely solely on the information presented on our website. Please always read labels, warnings and directions provided with the product before use or contact the manufacturer.

Content on this site is not intended to substitute for advice given by a medical practitioner, optician, optometrist, ophthalmologist, pharmacist or other licensed healthcare professional. Contact your healthcare provider immediately if you suspect that you have a medical problem. Information and statements about products are not intended to be used to diagnose, treat, cure or prevent any disease or health condition. We accept no liability for inaccuracies or misstatements about products by manufacturers or other third parties. This does not affect your statutory rights.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

All descriptions of products are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

Usage instructions on the product box may not be in your native language. We provide product manuals in the language of our customers either in printed or electronic form. Should you require any product manual, please get in touch with us by email.

## 26. ACCOUNT

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made.

We may suspend or terminate your access to our website at any time, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms of Service. Should your access to our website be terminated all provisions of the Terms of Service which by their nature should survive termination including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability shall survive termination.

## 27. PROFESSIONAL BUYERS

We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. Such professional buyers should identify themselves prior to ordering and agree to commercial terms of ordering from us.

Please note that we sell products only in quantities which correspond to the typical needs of an average household. This applies both to the number of products ordered within a single order and the placing of several orders for the same product where the individual orders comprise a quantity typical for a normal household.

## 28. ESTABLISHMENT OF OUR COMMERCIAL CONTRACT

When you order from us, you submit an offer to buy the products from us. Our system then sends you a message confirming receipt of your order and containing the details of your order. This is an acknowledgement that we have received your order, and does not confirm our acceptance of your offer to buy the product(s) or the services ordered.

We only accept your offer, and conclude the contract of sale for a product ordered by you, when we dispatch the product to you and send an electronic message confirming to you that we've dispatched the product to you. If your order is dispatched in more than one package, you may receive a separate dispatch message for each package, and each message and corresponding dispatch will conclude a separate contract of sale between us for the product(s) specified in that message.

You can cancel your order for a product at no cost any time before we send the confirmation message relating to that product. This right to cancel does not apply to certain categories of products and services. You also have statutory rights as well as guarantees to return items to us after you ordered. Please refer to the section on cancellations for details.

You consent to receive sales invoices electronically or in a printed form, as we see fit. We will include a copy of the bill or a packing

list with each delivery to you. As we sell to private individuals, our invoices may not meet the accounting criteria for fiscal invoices by professional buyers.

#### 29. DELIVERY ESTIMATES

When we have your items in stock, we seek to pack your order on the same business day and send it out to you immediately. However, we cannot guarantee that placing your order at a given time means we will ship to you on the same day. Please also note that the expression on our website „in stock“ generally refers to the fact that we keep your product line in stock, but the individual product combination you are buying may or may not be in stock on that specific day.

When we do not have your items in stock, we try to give you an estimate for the time it takes for us to receive your items. Some items are constantly re-ordered so they may arrive soon. Others, on the other hand, may require us to order your items specifically for you. Our estimate will show reorder times typical for the product line you are ordering. However, the actual shipping time for your specific items may vary. As we are dependent upon our suppliers here, we try to furnish you with information but the actual delivery times cannot be guaranteed.

We typically ship your order in one shipment, after all products are in stock. Sometimes we may elect to ship your items in separate parcels for logistics considerations. If you so desire, you can elect to have the available items shipped to you, although you may be charged the applicable shipping fees of two orders then.

Please note that unless otherwise stated on the website, delivery estimates are just that. They are not guaranteed delivery times and should not be relied upon as such.

To ensure fast delivery, we recommend you provide us your full postal address as well as daytime telephone number for our logistics partners to contact you. Once the order is shipped, you will receive access to a track and trace number where you can follow the shipment online if you opted for a tracked shipping option. We can, unfortunately, not be responsible for shipping delays caused by our logistics partners.

#### 30. DELIVERY ISSUES

We pack your products in protective packaging in order to ensure delivery in perfect condition. However, certain delivery issues may result in your being dissatisfied or the product deemed unfit for use. Please check your parcel upon receiving it. In case of major issues either refuse delivery (so the parcel is automatically returned to us by the same courier) or notify us immediately after you opened the parcel.

#### 31. INTERNATIONAL BUYERS

We ship to most countries of the world. Please refer to current shipping options and charges on our website.

When ordering products for delivery outside of the EU, you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Another good source of information is [dutycalculator.com](http://dutycalculator.com).

Additionally, please note that when ordering from us, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products. Your privacy is important to us and we would like our international customers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

#### 32. CANCELLATION BEFORE SHIPPING

The following refers to orders made for products that are not made to order (i.e., custom made for your specifications).

You have the right to cancel your order before we ship to you. Please let us know by sending a return email to the order confirmation. This effectively cancels your order to us and thus no commercial contract is established.

In most cases, your cancellation means the shipment will never take place.

However, our ability to stop the shipment may be limited by the type of logistics fulfilment we use for your specific order. In most cases, we are able to stop shipments for cancellations received before 14.00 pm. In a few other cases, we may be unable to stop shipments on the same business day.

In the few cases where we have been unable to stop the shipment after you cancelled, you are still safe. First, we may try to contact the logistics partner and ask them not to deliver to you. Secondly, if we cannot stop the shipment from being delivered to you, just refuse to accept the shipment when mailman or courier delivery contacted you.

#### 33. REFUNDS AFTER SHIPPING

After we shipped your order, the sale has taken place. You still have the right to request a refund or exchange the items.

First, you have statutory rights to ask for a full refund of your order. Your statutory rights are defined by laws in your country or consumer protection regulations by the European Union. Generally, you can cancel your order without giving any reason within 14 days from the day on which you receive the goods purchased (or last shipment if it relates to goods or multiple items pieces delivered separately). You must inform us of your decision to cancel your order. You may submit your request according to the instructions and forms available on our website, or by contacting us by email. To meet the cancellation deadline, it is sufficient for you to send your communication before the 14 days' cancellation period has expired and ship the items to us in 5 working days thereafter.

For the refunds to take place, the returned goods must be unopened, unused, the packaging must be undamaged and there should be enough shelf life left. The right of cancellation, refund and exchange does not apply to the delivery of products which are not suitable for return due to health protection or hygienic reasons if unsealed by you after delivery, or which are, after delivery, inseparably mixed with other items; and to the supply of goods which may deteriorate or expire rapidly. We define acceptable shelf life left as 6 months or more (as long as we shipped items to you with at least 12 months' shelf life).

Returning the items is at your cost. We will then refund the original costs you paid for the items as well as shipping if you are returning an entire order. If you are returning only some but not all the items from an order, we then refund you the costs paid for the relevant items. We initiate the refunds in 2-3 working days or less via the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

#### 34. COMPLAINTS AND RETURNS

If you wish to return a damaged or faulty product, we recommend you place it in a stiff box and send it by registered post. This is to prevent damage during transport. If you wish to return any contact lenses that have been unpacked (or used), it should be prevented from drying out during transport. We recommend you place the lens in a case with solution and close it firmly. As each return is unique in its own way we advise you to contact our customer service help desk beforehand to stipulate the exact details of the return (how many lenses will be returned, was the package opened or unopened, will the box be included in the return, communication of the LOT number, etc.) at [hello@eopticians.co.uk](mailto:hello@eopticians.co.uk). The item you wish to return should be accompanied by a letter describing the product's fault and the expected result.

**Defective contact lenses** (scratches, marks, broken contact lenses before opening). Please inspect carefully the lenses in the

blisters before opening and if you see clear damages on the lens, please don't open them. For the warranty to be covered, it will be needed for the lenses to be sent to us unsealed to check for the damage. If the lenses are not sealed and there are such damages on the lens, we might consider there is improper handling of the lens and no refund will be granted.

**Complaints about contact lens quality** - if after opening the lenses and putting them on you have complaints about the quality (redness, blurred vision, eyes drying too fast, uncomfortable feeling), we will need to receive the lenses back so we can send them to the manufacturer for an inspection. The costs of returning the faulty product are to be borne by the customer. Please keep in mind that this inspection can take up to several weeks, as this is a process we cannot influence. If after the inspection, we decided that there was a manufacturing error, we will return or refund the cost of the lenses and the postage fee. If, on the other hand, there is no manufacturing error discovered, we cannot return the contact lenses or send a product replacement.

**Complaints about the corrective power of the lenses.** If you notice that the lenses don't offer the vision correction you were expecting, please write to us right away, sending the prescription of your contact lenses that needs to be not older than 1 year. If the prescription matches the lenses you have ordered, we will need you to send the product back for an inspection. Please keep in mind that this inspection can take up to several weeks, as this is a process we cannot influence. If after the inspection, we decided that there was a manufacturing error, we will return or refund the cost of the lenses and the postage fee. If, on the other hand, there is no manufacturing error discovered, we cannot return the contact lenses or send a product replacement. If you can't provide us with a prescription, or the prescription doesn't match the contact lenses you have ordered, no refund or resend of the product will be offered.

**Complaints about incorrect parameters.** Please check the box before opening it and see it matches with your prescription. If you notice there is a difference between what you ordered and what you received, please contact customer service immediately and do not open the box. If we notice that there was an error from our side, we will ask you to send us the wrong product back, we will cover the shipping fees and resend you the product you ordered, or refund you. If the error was made when placing the order, we will ask you to send us the product back, the shipping costs being borne by you. After receiving the product, we will proceed with sending a replacement product or with a refund. Please announce the customer service before sending a product back and always use the return address you are offered by emails and that is shown at the Returns page. Returns done to any other address will not be taking into consideration and no resend or refund will be granted.

**Complaints about the color effect of the coloured lenses.** The effect of the coloured lenses is very subjective and also dependent on the natural colour of your eyes. Since it is impossible to predict the final effect, we can't offer a refund for coloured lenses if the effect is not what you were expecting.

**Complaints about missing products from the order.** If you notice upon receiving the parcel that this is not intact and the box or envelope is not sealed, please do not accept the parcel and contact us right away. If you do accept the parcel that is not in an intact condition, we can't accept any complaints about missing or damaged products. If the parcel is in an intact condition, yet products are missing from the box, or are damaged, please contact customer service, by sending any useful information and pictures if needed. We will evaluate the situation and come back with an answer to you in 48-72 hours after receiving the complaint.

**Complaints about short expiry (less than 6 months) date products.** If you receive a product that has an expiry date shorter than its use period, please do not open it and contact customer service right away. If the expiry date was mentioned on the product page, we can't accept a return or offer a refund. If though, the information was not mentioned on the product page, we will send you a replacement product with a longer expiry date, once we receive the new stock.

**Spectacles and sunglasses** - The products must be in an intact condition, ready to be sold as new products. Prescription lenses based on a prescription are not eligible for a refund, only the frames can be refunded after the return. The shipping costs of the return are to be covered by the customer. If you are not happy with the frame and would like to change it, you need to send us the products, the postage fee being covered by you. We will then wait to receive back the product, which can take up to 2 weeks and only after that we will proceed with changing the frame of your customer made lenses. If you would like to receive the product faster and for us to place a new order right away, you will have to cover the price of the custom made lenses.

## 35. EXCHANGES

Instead of a refund, you can also request an exchange of the items you would like to return to us. The original items must still be returned to us under the same conditions as for refunds.

We will credit the costs of the items you paid towards the exchange. As we are unable to do a partial refund, we are able to do an exchange only for an order equaling or higher in value than the value of the goods you are returning.

We can reserve the right to do an automatic product replacement with a different package size when the original item size is not in stock and we can then be able to service the order faster.

## 36. PRODUCTS MADE TO ORDER

The right of cancellation, refund and exchange does not apply to the supply of goods made to your specifications or clearly personalized.

For example, a pair of prescription glasses is made to your specifications. Sunglasses are generally not. But again, sunglasses fitted with prescription lenses (with reflective coating applied to the lenses) are again personalized to you.

Unless otherwise stated in our offering, we are unable to issue refunds or exchanges for these products.

## 37. LICENSED OPTICIAN

We comply with all laws and regulations related to the online and offline sale of products we offer.

We are a fully licensed optician, offering eye checks by optometrists, dispensing of contact lenses and related products, manufacture of prescription glasses and the provision of related services. Our license originates from Hungary and is passported to other EU countries under

We also meet the criteria mandated by other regulations for the ecommerce sale of contact lenses online.

## 38. ASSIGNMENT

We have the right to assign the commercial contract (i.e. for the specific sale to your order) with you to another legal entity. The typical reason for assigning such a contract is for the ability of that other legal entity to fulfil your order in a quality superior to you than we could. For example, they may ship faster, cheaper or have the products that you ordered on stock. Such a legal entity may or may not belong to the same group of companies as we do.

We will communicate with you in writing about the assignment of the contract and who will fulfil your order. The new legal entity fulfilling the order will then send an email about shipping the items, which then creates the contract between you. The contract shall be governed by the current Terms of Sale.

We may only assign the contract with you as long as the new legal entity now fulfilling your order assumes and agrees to perform all the remaining and executory obligations under the contract. Your rights do not change, only our obligations are not fulfilled by someone else. In case the new legal entity does not fulfil their obligation, we remain accountable to deliver the products or services you ordered from us.

In case we assigned the contract, we only collect the money for the other legal entity as his collection agent. We may or may not be paid a marketing commission for enabling the sale by the new legal entity.

By assigning the sale contract to someone else, we remain liable for all refund or exchange requests for you. We will back up our commitment to you by a reciprocal agreement by the legal entity that fulfilled your order.

### 39. CONSUMER APPEALS

You can contact a number of authorities if you have complaints or concerns about us.

- Payment providers oftentimes provide you with ways of stopping payments to us, or putting the payments in escrow until we have completed a dispute resolution with them or with you. The best-known examples are Paypal and credit card companies.
- Your national Consumer Association can be via their website:<https://www.citizensadvice.org.uk/consumer/>
- European Consumer Centres in EU member states provide another means of dispute resolution. Their standard procedures help you understand your rights and initiate a mediation procedure against us. You can contact the UK Centre via the website <http://www.ukecc.net/contact-us/index.cfm>