

OnO OPTICAL SALES TERMS

• Payment and Pricing

Orders are processed as they are received. OnO Optical is not responsible or obligated to hold and/or combine any orders submitted separately via phone, fax, or from website.

Statements are due upon receipt. Invoices not paid by the due date will incur a \$25.00 late charge per invoice that is " Past Due".

All orders are subject to approval. OnO Optical reserves the right to reject any order at any time at its sole discretion. OnO Optical may at its sole option, demand payment for any order prior to or simultaneous with shipment.

Accounts not in good standing may experience delays and/or cancellations of orders.

In California, where OnO Optical is advised of an obligation to collect sales tax, we will do so unless the customer provides us with a copy of his reseller permit / business license.

Accounts that have been inactive for more than one year may be required to submit a new credit application.

OnO Optical reserves the right to change or withdraw the privilege of special pricing and/or terms based on sales, inactivity, or delinquency. Prices as shown on our latest price list are considered current but subject to change without prior notice.

• Shipping

OnO Optical is not responsible for orders shipped using a non-traceable carrier and recommends requesting one whenever possible. Please consult customer service for shipping options and charges. Unless previously agreed in writing to a specific method of delivery, all shipments will be made by such method as OnO Optical elects in its sole discretion. Delivery shall be deemed complete and title to the merchandise, as well as, risk of loss shall pass to Buyer when carrier fails to deliver merchandise within a specific time period due to weather conditions, acts of God, or uncontrollable delays. Questions/claims regarding shipments must be made within 2 weeks of invoice.

There is no warranty for merchantability or fitness for a particular purpose.

OnO Optical is not responsible for plano or prescription lenses cut for any frame that may be discontinued and/or no longer available.

• Returns and Exchanges

Credit is issued at the sole discretion of the OnO Optical. Returns/exchanges that do not comply with OnO Optical policies may be denied or subject to a 15 percent restocking fee.

OnO Optical eyewear and sunwear – excluding discontinued, distributor pricing, or final sale product - are guaranteed against defects in material and/or workmanship for one year from date of invoice. An additional grace period of 2 months may be given at OnO Optical's sole discretion. Defective product must be returned complete, without missing parts, to receive credit. OnO Optical will be the sole judge of products eligible for warranty.

OnO Optical provides its wholesale customers with the privilege of exchanging current product – excluding final sale, discontinued, or private label orders - provided merchandise is returned in resalable condition, packaged in clean bags, and free of markings, adhesives, or private labeling. Eyewear and sunglasses must be returned with demo lenses, without blemish, scratches or faded sun lenses. Frames sold with cases must be returned with cases or be subject to a charge of \$2.00 per case at the discretion of the OnO Optical.

Discontinued defective styles still under warranty may be returned for credit at the current price or lowest price paid within past 6 months.

Product returns and/or exchanges may be denied if not authorized by an OnO Optical prior to shipping. Returns and/or exchanges for frames over 24 pieces must be accompanied by a packing list.

Product purchased at Distributor pricing or less are non-warranted and not eligible for return credit unless there's reason to believe there exists a batch of manufacturer defects.

Frames not listed on our current price list are not considered current and therefore ineligible for exchange unless accompanied with written authorization from an OnO Optical representative.

Product returns and/or exchanges may be denied for accounts not in good standing.

It is the responsibility of the customer to return merchandise via an insured carrier with a copy of the original invoice, packing list, or signed sales representative authorization.

Any return not meeting these conditions will be accepted at the sole discretion of OnO Optical, credited at lowest extended price, be subject to a 10 percent handling charge or returned unprocessed to the customer.

Sales reps are prohibited from collecting product from customer for the purpose of return and/or exchange credit. OnO Optical is not responsible for return freight on warranted product.

Credit balances can be used for product at any time. Refund checks may be issued after account is inactive for 90 days.

Damaged cartons received from carrier must be refused or reported in writing to carrier immediately at time of delivery. Closeout and discontinued frames purchased are not eligible for defective warranty.

Closeout and discontinued frames purchased are not eligible for return or exchange unless specified as samples sent for review by customer. All samples must be returned within 30 days.

Frames purchased at Distributor pricing are not returnable unless specifically stated in contract.

• Website Terms

By using or accessing our website, or any website hosted at the domain onooptical.com, the account agrees to be bound by these Terms of Service and by the Privacy Policy of OnO Optical.

The content of the website is for general information purposes only. It is subject to change without notice. Neither OnO Optical nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information and materials found or offered on this website.

Use of any information or materials on this website is entirely at your own risk, for which we will not be liable. It shall be your own responsibility to ensure that any products, services, or information available through this website meet your specific requirements. The onooptical.com website contains material which is owned or licensed to us. This material includes but is not limited to, the design, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice.

Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense. From time to time, this website may include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Current terms and conditions supersede any prior OnO Optical policies and can change without prior notice. Violation of Terms & Conditions may result in termination of service. If you have questions regarding Terms & Conditions, please contact Customer Service at:

(888) 458-3716
sales@onooptical.com
info@onooptical.com