

CONDITIONS OF SALE

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. YOU ARE ADVISED TO USE THE "PRINT" BUTTON BELOW TO PRINT OUT A COPY OF THESE CONDITIONS OF SALE TO KEEP FOR YOUR OWN RECORDS.

BY CLICKING THE "I ACCEPT" BUTTON, OTHERWISE USING THIS WEBSITE TO PLACE AN ORDER FOR PRODUCT (THE "PRODUCT") FROM [Z CLIPS, INC.] (THE "SELLER"), OR PLACING AN ORDER TO BE PAID FOR BY CREDIT CARD THE INDIVIDUAL OR ENTITY PURCHASING THE PRODUCT(S) ("BUYER") IS CONSENTING TO BE LEGALLY BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. SELLER'S TERMS OF SALE AS EVIDENCED IN THE INFORMATION CONVEYED ON THE [SELLER'S WEBPAGES] AND IN THIS AGREEMENT CONSTITUTE SELLER'S OFFER WHICH MAY ONLY BE ACCEPTED BY BUYER IN FULL. AGREEMENT IS CONDITIONED UPON BUYER'S ACCEPTANCE AND ASSENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IF BUYER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, AND BUYER MUST NOT PROCEED WITH A SALES TRANSACTION THROUGH THIS WEBSITE.

1. This Agreement, together with any nonconflicting provisions set forth in all other Seller's webpages that precede or follow the Buyer's submission of a request to order any Product(s) constitutes the complete agreement and understanding between the parties, and its terms may be modified only in a writing signed by both parties.

2. Seller reserves the right, among other remedies, either to cancel this contract or suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due or challenges or attempts to reverse charges made to its credit card for the same. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller. Further, Seller reserves the right to inspect Buyer's frames upon receipt and refuse the order if Seller believes Buyer's frames may be damaged by installing the Product. Any such refused order will be returned to Buyer with a full refund less Seller's shipping costs and a [five dollar] processing fee.

3. Return & Defective Merchandise Policy. Merchandise will not be considered for return after [60 days] from the original date of shipment. No merchandise may be returned without first obtaining a Return Merchandise Authorization (RMA) from Seller's Customer Service. **UNAUTHORIZED RETURNS WILL NOT BE ACCEPTED AND WILL BE REFUSED AT TIME OF DELIVERY.** Only merchandise that is defective due to either Seller's error or due to a defective product may be returned. Seller will make commercially reasonable efforts to repair or replace any defective merchandise. If Seller's repair or replacement is not [suitable to Buyer] then Seller shall issue to Buyer a refund not to exceed \$100. All returns must be shipped at Buyer's expense and prepaid by Buyer. Partial returns will not be accepted.

4. Shipping Time; Back Order Policy. Orders are typically shipped within [72 hours] of receipt of Buyer's frames. If Seller is unable to return Buyer's completed order within [72 hours], Seller will make commercially reasonable efforts to notify Buyer. Buyer may then elect to have Buyer's frames returned and a refund issued for the full purchase price minus shipping costs and a [five dollar] processing fee.

5. Shipping; Title; Risk of Loss. All prices are net FCA Seller's facility in [Pittsburgh, Pennsylvania] (INCOTERMS 2000) with all costs of shipment for Buyer's account. Delivery of the Product(s) to the first carrier shall constitute delivery to Buyer, whereupon risk of loss is transferred to Buyer, and all claims for loss or damage in transit or non-delivery shall be made by Buyer against carrier (including Buyer's shipment of frames to Seller). Freight charges will be based on weight and consolidated orders will result in lower freight charges. All shipments will be made by carrier of Seller's choice. Seller's policy is to ship from the nearest available plant, but Seller reserves the right to ship from any plant, geographic proximity notwithstanding, as it deems

necessary or advisable in its sole discretion. Buyer shall be solely responsible for examining all shipments carefully before accepting delivery. Buyer shall be solely responsible for damaged or partial shipments which it has accepted and signed for, and shall have no further recourse against Seller for products so accepted.

6. Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, accident, breakage of machinery or apparatus, national defense requirement or other causes beyond the control of either party, preventing the manufacture, shipment, acceptance or consumption of a shipment of the product, or of a material upon which the manufacture of the product is dependent. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.

7. SELLER MAKES NO WARRANTY EXTENDING BEYOND THE DESCRIPTION OF THE PRODUCT SET FORTH ON THE WEBSITE. SELLER IS NOT RESPONSIBLE FOR DISCREPANCIES BETWEEN THE ACTUAL APPEARANCE/COLOR OF PRODUCTS PICTURED ON THE WEBSITE AND THE PRESENTATION OF SUCH PRODUCT PICTURES ON BUYER'S COMPUTER/MONITOR. THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The conditions of your use and application of information ("Information") made available to you by Seller (whether verbal, written or by way of production evaluations) are beyond our control. Therefore, it is imperative that you evaluate the products available through this website, along with the Information (including without limit, product descriptions) to determine to your own satisfaction whether they are suitable for your intended uses and applications. All information is given without warranty or guarantee. It is expressly understood and agreed that you assume and hereby expressly release Seller from all liability, in tort, contract or otherwise, incurred in connection with the use of our products and Information. Any statement or recommendation not contained herein is unauthorized and shall not bind Seller. Claims on account of weight, quality, loss of or damage to the product shall be made in writing as promptly as possible. Seller's liability for damages shall in no event exceed **[the purchase price of the particular delivery with respect to which such damages are claimed]**. Unless otherwise stated, Seller's standard specifications for quality shall govern.

8. Any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling or delivering the product or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of this sale, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. Any increase in freight rates paid by the Seller on shipments covered by this contract, may, at Seller's option, be added to the price of the product shipped under this contract.

10. This contract shall bind the successors and assigns of the parties hereto at the option of Seller.

11. It is mutually agreed by and between the parties hereto that this agreement shall be construed under the laws of the Commonwealth of Pennsylvania and that they are conducting business using an electronic commerce approach pursuant to Pennsylvania law and are entering into legally binding purchase and sale obligations thereunder via this web site.

12. Buyer represents and warrants that it understands the nature and characteristics of the product and any hazards associated with the product and its use. Buyer further represents and warrants that it understands the Product is for cosmetic use only and the proper and safe use and handling of the product. **[NEED ADDITIONAL CONDITIONS RELATED TO POTENTIAL HAZARDS OF THE PRODUCT/DAMAGED LENSES]**

13. Upon request, Seller may furnish such technical advice or assistance as it deems appropriate in reference to the use of the

product by Buyer. It is expressly understood, however, that all such technical advice or assistance is rendered without compensation and is based upon information believed to be reliable, but Seller assumes no obligation or liability for such advice or assistance or results obtained.

Additional Text to Be Included On Other Webpages

This statement should be placed on the final page of the shopping cart above the button which the Buyer will click to finally submit an order to Z:Clips.

By clicking on the button below to submit your final order, you represent and warrant that: (a) you are at least 18 years of age; (b) you possess the legal right and ability to enter into this Agreement and make the credit card charge on your own behalf or on behalf of any person for whom you are acting as agent and/or that you are authorized to use the password required for this site; and (c) all information that you submit to us is true, accurate and current.