

1 GENERAL

1.1 In these conditions unless the context otherwise requires the following words have the following meanings:

"Contract" is the contract for sale and purchase of the Goods [and/or supply of the Services];

"Goods" the goods (including any instalment of the goods or any parts for them) which PURE Eyewear is to supply;

"Customer" the person, firm or company buying Goods [or Services] from PURE Eyewear

"Price" the price payable for the Goods or Services, or both;

["Services" [INSERT DETAILS OF SERVICE TO BE SUPPLIED] (or any other services to be provided to the Customer which PURE Eyewear is to provide;]

"Specification" the specification agreed between the Customer and PURE Eyewear Ltd whose registered office address is; The Cart Shed, Priory Lane, Burford, Oxon, OX18 4SG

1.2 These Conditions are the only conditions upon which PURE Eyewear is prepared to deal with the Customer and they shall govern the Contract to the entire exclusion of any other express or implied conditions

1.3 These Conditions may only be modified by a variation in writing signed on behalf of PURE Eyewear by a director or the secretary of PURE Eyewear and no other action on the part of PURE Eyewear (whether delivery of the Goods, [supply of the Services]) or otherwise) shall be construed as an acceptance of any other conditions.

1.4 These Conditions (as modified in accordance with Condition 1.3 and together with the matters referred to on the face of PURE Eyewear's quotation and/or acknowledgement of order) embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications. This Condition shall not exclude any liability in respect of any statement or representation made fraudulently by either party prior to the date of the Contract.

1.5 The employees and agents of PURE Eyewear are not authorised to make any representations concerning the Goods [or Services] unless confirmed by PURE Eyewear in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations that are not so confirmed.

1.6 No contract shall be concluded until PURE Eyewear despatches an acknowledgement of order to the Customer. Any quotation in whatever form given to the Customer is subject to these Conditions and does not constitute an offer to sell or supply.

1.7 Any typographical, clerical or other error or omission in the sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by PURE Eyewear shall be subject to correction without any liability on the part of PURE Eyewear.

2 PERFORMANCE

2.1 PURE Eyewear warrants that [: i] the Goods shall at the time of delivery be free from defects in workmanship and materials [; and (ii) due care and skill shall be exercised in the supply of the Services]. If any Goods (or Services) do not conform to the above warranty PURE Eyewear will at its option:

2.1.1 replace the Goods (or part in question) found not to conform to the warranty;

2.1.2 take such steps as PURE Eyewear deems necessary to bring the Goods into a state where they are free from such defects; [or]

2.1.3 take back the Goods found not to conform to the warranty and refund the appropriate part of the Price; [or

2.1.4 refund the appropriate part of the Price for the Services;]

Provided that the liability of PURE Eyewear for any breach of any warranty under this Condition 2.1 shall in no event exceed the Price for the relevant Goods or Services, and performance of any one of the above options shall constitute an entire discharge of PURE Eyewear's liability under the relevant warranty.

2.2 The warranty in Condition 2.1 is conditional upon:

2.2.1 the Customer giving written notice to PURE Eyewear of the alleged defect in the Goods [or Services] such notice to be received by PURE Eyewear within seven days of the time when the Customer discovers or ought to have discovered a manufacturing defect and in any event within two years of delivery [or supply] of the Goods [or Services;] and

2.2.2 the Customer affording PURE Eyewear reasonable opportunity to inspect the Goods and, if so requested by PURE Eyewear returning the allegedly defective Goods to PURE Eyewear's works, carriage pre-paid, for inspection to take place there; and

2.2.3 the Goods having not been altered or modified (unless for patient dispense) in any way whatsoever and having not been subjected to misuse or authorised repair; and

2.2.4 the Customer having complied with its obligations under this and any other contract made with PURE Eyewear

2.3 PURE Eyewear shall not be in any way liable for any claim under the warranty in Condition 2.1 in respect of any defect in the Goods:

2.3.1 arising from any drawing, design or specification supplied by the Customer to which the Goods have been manufactured by PURE Eyewear; and

2.3.2 arising from fair wear and tear, the fault or negligence of the Customer, damage caused by the Customers or the Customer's abnormal working conditions or failure to follow PURE Eyewear's instructions (whether or not in writing).

2.4 The warranty in Condition 2.1 does not extend to parts, materials or equipment not manufactured by PURE Eyewear's suppliers, in respect of which the Customer shall only be entitled to the benefit of any warranty of guarantee as given by the manufacturers directly to PURE Eyewear.

2.5 Save as provided in Condition 2.1, in section 12 of the Sale of Goods Act 1979 and in Section 2 of the Supply of Goods and Services Act 1982:

2.5.1 all conditions and warranties, express or implied, as to the quality or fitness for any purpose of the Goods [or as to the provision of the Services] are hereby expressly excluded; and

2.5.2 PURE Eyewear shall be under no liability for any loss or damage (whether direct, indirect or consequential) howsoever arising which may be suffered by the Customer, except (unless the contract is an international supply contract (as described in Section 26 of the Unfair Contract Terms Act 1977) liability for death or personal injury caused by PURE Eyewear's negligence which PURE Eyewear in no way seeks to exclude or limit.

2.6 Notwithstanding the foregoing provisions of this Condition 2, our maximum aggregate liability under or in connection with the Contact, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed:

2.6.1 [£1,000,000 (one million pounds)] in respect of any one claim or series of claims arising out of the same event or circumstances in the case of physical loss or damage to any property caused by PURE Eyewear's negligence; and

2.6.2 The Price under the Contract (excluding VAT) in respect of all other claims.

2.7 Unless otherwise provided in the Contract, PURE Eyewear shall not be liable under the Contact for any loss of actual or anticipated income or profits, contracts, business, goodwill, revenue or anticipated savings or any indirect, consequential or special loss howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such losses foreseeable, foreseen or known.

2.8 PURE Eyewear reserves the right to make any changes to the specification of the Goods or to the components within the Goods provided that these do not materially affect the performance or quality of the Goods.

3 PRICE

3.1 The Price will be as set out in the PURE Eyewear price list current at the date on which the consignment of Goods is despatched to the Customer [or the Services are provided.]

3.2 PURE Eyewear reserves the right to increase the Price at any time prior to delivery to reflect any increase in the cost to PURE Eyewear which is due to any factor beyond its control (such as without limitation, foreign exchange fluctuation, currency regulation, alteration of duties, significant increases in the cost of labour, materials or other costs of manufacture), any changes in delivery dates, quantities or the Specification for the Goods [or Services] which is requested by the Customer or any delay caused by any of the Customer's instructions or the Customer's failure to give PURE Eyewear adequate information or instructions.

3.3 [The price for the Services shall be exclusive of any accommodation, living or travelling expenses incurred by PURE Eyewear as a result of the provision of the Services, for which PURE Eyewear shall invoice the Customer separately.]

3.4 The price is exclusive of value added tax or any similar applicable taxes, levies or duties, which will be added to or charged on invoices at the appropriate rates.

4 PAYMENT

4.1 Subject to any terms agreed in writing between the Customer and PURE Eyewear, PURE Eyewear may invoice the Customer for the Price of the Goods [and/or Services] on or at any time

after delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongly fails to take delivery of the Goods, in which event PURE Eyewear shall be entitled to invoice the Customer for the Price of the Goods at any time after PURE Eyewear has notified the Customer the Goods are ready for collection or (as the case may be) PURE Eyewear has tendered delivery of the Goods.

4.2 Unless otherwise agreed in writing, the Customer shall pay the Price of any Goods [and/or Services] no later than the thirtieth day from the date of the relevant PURE Eyewear invoice.

4.3 If any payment that is to be made hereunder by the Customer to PURE Eyewear is overdue, interest will be chargeable thereon at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 until the sum due is paid in cleared funds.

4.4 Where any sum owed by the Customer to PURE Eyewear under this or any other contract between PURE Eyewear and the Customer is overdue, PURE Eyewear may withhold any deliveries or supply of Goods [or Services] due to be made under this Contract until arrangements as to payment or credit have been established which are satisfactory to PURE Eyewear.

4.5 If the Customer fails to pay for any Goods in accordance with these Conditions, PURE Eyewear may bring an action against the Customer for the Price of those Goods at any time, even though the property in the Goods has not passed to the Customer.

5 DELIVERY

5.1 Delivery of each consignment of the Goods shall be made to the place designated by the Customer when placing the order, provided that PURE Eyewear shall be entitled to withhold delivery of the Goods until the Customer has paid all sums due to PURE Eyewear hereunder.

5.2 Where the Goods are to be collected by the Customer, PURE Eyewear shall give the Customer notice that the Goods are ready for collection and the Customer will arrange for the Goods to be collected within 3 working days of such notice.

5.3 Unless otherwise agreed by PURE Eyewear in writing, the Price quoted for the Goods by PURE Eyewear shall be exclusive of the costs of delivering the same in accordance with the Contract (for which the Customer shall be invoiced separately by PURE Eyewear). Such delivery charges shall include the costs of freight and insurance and PURE Eyewear's handling charge.

5.4 Any dates quoted for delivery of the Goods [or supply of the Services] are non-binding, indicative business estimates only and PURE Eyewear will not be liable to the Customer for any loss or damage (whether direct, indirect or consequential and howsoever arising) sustained by the Customer as a result of any delay in delivery or despatch of the Goods [or supply times.] Time for delivery [or supply] shall not be of the essence. The Goods may be delivered [or the Services supplied] by PURE Eyewear in advance of the quoted delivery [or supply] date on giving reasonable notice to the Customer.

5.5 Where the Goods [or Services] are to be delivered [or supplied] in instalments, each delivery [or supply] shall constitute a separate contract and failure by PURE Eyewear to deliver [or supply] any one or more of the instalments in accordance with the Contract or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

5.6 If the quantity of Goods delivered does not correspond with the quantity required to be delivered in that consignment, the Customer shall not be entitled to reject that consignment but shall be entitled only:

5.6.1 If the quantity delivered is less than the Contract quantity, to a further delivery of Goods to make up the deficiency or (at PURE Eyewear's option) a refund of the appropriate part of the Price for the Goods; or

5.6.2 If the quantity delivered exceeds the Contract quantity, to return the excess or to retain the whole, in which case the Price for the Goods shall be adjusted at the rate then prevailing; provided that the Customer shall have no entitlement whatsoever in respect of that deficiency unless PURE Eyewear is notified in writing within three days of delivery.

6 RISK AND PROPERTY

6.1 The risk in the Goods shall pass to the Customer upon delivery of the Goods to the Customer or any carrier acting on the Customer's behalf.

6.2 The property in the Goods shall not pass to the Customer until the total price of (i) the Goods; and (ii) any goods which are subject to any other contract between PURE Eyewear and the Customer for which payment remains due; is paid in full and in cleared funds.

6.3 Until such time as the full Price of any Goods has been paid:

6.3.1 those Goods shall be held by the Customer in fiduciary capacity and stored by the Customer at its premises in such a manner that they are clearly identifiable as the Goods of PURE Eyewear and shall be kept separate from other goods whether or not supplied by PURE Eyewear;

6.3.2 the Customer shall insure those Goods to the full replacement value of the Goods and shall note PURE Eyewear's interest on the policy;

6.3.3 the Customer shall not pledge or charge in any other way any of those Goods and, if the Customer breaches this clause 6.3.3, the Price for those Goods shall become immediately due and payable; and

6.3.4 those Goods shall be handed over to PURE Eyewear on demand and PURE Eyewear : (i) shall be entitled to re-take possession of them without prejudice to any of its other rights against the Customer; and (ii) is hereby granted a licence to enter into the Customer's premises for such purposes.

6.4 PURE Eyewear hereby authorises the Customer to use and/or sell the Goods in the normal course of the Customer's business. If the Customer sells any Goods prior to paying the full Price due in respect thereof: (i) the Customer shall hold the proceeds of sale on trust for PURE Eyewear and shall immediately pay the proceeds of sale into a separate bank account for such purposes; and (ii) PURE Eyewear shall be entitled to call upon the Customer to assign all claims that the Customer may have against the purchaser(s) of those Goods.

7 INTELLECTUAL PROPERTY

7.1 The Customer acknowledges that PURE Eyewear and/or its suppliers retain ownership of all intellectual property rights in the Goods [or Services, and in any goods, products or material made available or produced as part of the Services].

8 FORCE MAJEUR

8.1 PURE Eyewear have the right to cancel or to reduce the volume of the Goods delivered [or Services supplied] if it is prevented from or hindered in delivery of the Goods [or supply of Services] through any circumstances beyond its control, including (but not limited to) industrial action, war, fire, or prohibition or enactment of any kind, without incurring any liability for any loss or damage whatsoever resulting there from.

9 SET-OFF

9.1 The Customer will have no right of withholding or set-off statutory or otherwise.

10 THIRD PARTY RIGHTS

10.1 The Contract does not create any right enforceable by any person not a party to it under the Contracts (Rights of Third Parties) Act 1999 except that a person who is a permitted successor to or assignee of the rights of a party is deemed to be a party to the Contract.

11 SUB-CONTRACTING

11.1 PURE Eyewear shall be entitled to sub-contract or assign all or any of its obligations hereunder.

12 TERMINATION

12.1 Without prejudice to any other rights or remedies available to PURE Eyewear, PURE Eyewear may terminate the Contract or suspend or cancel delivery or recover the possession of any Goods [and/or the provision of any Services] without any liability to the Customer if:

12.1.1 any sum owed by the Customer under this or any other contract between PURE Eyewear and the Customer is overdue;

12.1.2 the Customer breaches any term of this Contract and (if capable of remedy) does not remedy such breach within 7 days of being requested to do so by PURE Eyewear;

12.1.3 the Customer being a company shall pass a resolution or suffers an order of a court to be made for its winding-up, or if a receiver, administrative receiver or administrator shall be appointed over all or any part of its undertaking or assets, goes into liquidation or ceases or threatens to cease to trade, or if a petition for the appointment of an administrator shall be presented in respect of it; or

12.1.4 being an individual or partnership shall suspend payment or propose to enter into any composition with creditors or become unable to pay its debts (or have no reasonable prospects of doing so) or suffer a bankruptcy order, or

12.1.5 in the reasonable opinion of PURE Eyewear, the Customer is for any other reason unable to meet its obligations under the Contract.

12.2 Upon termination of the Contract for any reason, the Price payable for any Goods [and/or Services] for which payment has not been received by PURE Eyewear prior to termination shall become immediately due and payable.

13 EXPORT SALES

13.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 13 shall (subject to any special terms agreed in writing between PURE Eyewear and the Customer) apply notwithstanding any other provision of these Conditions.

13.2 The customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of all taxes, duties levies and other charges in relation thereto.

13.3 Unless otherwise agreed in writing payment will be made in pounds sterling in England.

13.4 The Uniform Laws on International Sales Act 1967 shall not apply to the Contract.

14 GOVERNING LAW

14.1 The Contract is governed by the laws of England and the English courts shall have the exclusive jurisdiction (to which the Customer hereby irrevocably submits) to resolve any disputes arising out of it.

NOTE: The Company's prices are calculated on the basis that the above Conditions will apply. Customers requiring prices to be quoted on a different basis should inform the Company.

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