

TERMS AND CONDITIONS



Liability

AO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND THOSE ARISING BY LAW OR FROM A COURSE OF DEALING, OR USAGE FOR TRADE. ANY APPLICABLE CONSUMER RIGHTS ARE NOT AFFECTED BY THIS CLAUSE. WITHOUT LIMITING THE APPLICABILITY OR GENERALITY OF THE "DISCLAIMER AND LIABILITY" PROVISIONS ABOVE, TO THE FULL EXTENT PERMITTED BY LAW, AO SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, DELAY IN DELIVERY, OR USE OF PRODUCTS OR SERVICES ACQUIRED OR LICENSED FROM AO. AO SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES BY YOU OR ANY OTHER PERSON OR ENTITY. THE LIMITATIONS IN THIS SECTION WILL APPLY, WHERE PERMITTED, NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY REMEDY.

NATIONAL AND INTERNATIONAL ORDERS

All purchase orders placed at AO either through email, fax, telephone or through use of our website (<http://www.american-optics.com>) are specifically subject to the Terms and Conditions, including provisions relating to warranty and limitation of liability. Please review the Terms and Conditions carefully prior to placing any order.

Consumer Information

Individuals or organizations that wish to order a Product or Service from AO must supply current, complete, and truthful information as prompted. This information is collected for the purpose of fulfilling your order. You agree to notify AO promptly of any changes in this information until such time as the order has been fulfilled. Products and services may be purchased for lawful purposes and by end-users only.

Purchase Orders must contain Bill / Ship To address (es), contact phone and fax, a PO number, Date, Revision-level (if any), appropriate product description and / or code, quantity required, shipping instructions and any additional information deemed necessary to ensure accuracy and effectiveness.

AO will undertake to keep your information current in its databases however please inform us of any changes as soon as you can to ensure accuracy.

All custom orders must accompany an adequate drawing that contains (and is not limited to) revision-level, glass-type (composition), tolerances, drawing name, any or all measures of quality (client-determined).

Pricing

Product prices listed on our website are provided for informational purposes only, and do not constitute an offer to sell Products. Unless otherwise stated, prices are quoted in US currency and do not include applicable taxes, shipping, handling or insurance costs. You accept sole responsibility for the importation of any Products, including required licenses and permits, HS codes, HS descriptions and all associated costs, from Burlington, Ontario, Canada into other jurisdictions. AO's prices are subject to change without notice.

Warranty

AO makes no warranties or representations of any kind for merchandise being offered. Any advice or information given by AO or its agents or employees shall not create a warranty. Under no circumstances shall AO be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the products we supply associated with your or any third parties' reliance on or use of information and / or merchandise provided that results in mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with AO or any of its terms, conditions, rules, policies, guidelines, or practices your sole and exclusive remedy is to discontinue doing business with AO.

Return Policy

All sales are final and non-cancelable however please note AO's specific rules regarding returned goods administration ("RGA").

- All returns must be packaged in such a way as to preserve the item in order to study its state of defect
- All returns will result in a **Credit Memo** under the following conditions:
 - All returns must be made **within 45 calendar days** of receipt of product otherwise your return will be rejected
 - All returns must be **accompanied by a copy of AO's invoice** including a short description of the problem. Any additional data such as pictures, descriptions and reports may help with administration but does not guarantee a specific result. If an invoice is not supplied, you will have **14 calendar days** to produce one otherwise your return will be denied
- If you need a replacement a *new* purchase order must be placed with AO

Please call AO ahead of time to get an RGA number otherwise one will be given at time of receipt. AO will pay for shipping costs to / from your location provided that the defect originates from AO's operations / vendors. There will be no refund on

original shipping costs. Any mis-use, sabotage, R&D, miss-handling (shipping or otherwise) may result in denial of your claim. All shipping charges will be billed to you for re-imbusement. A letter of explanation will be supplied with the denied item.

Re-stocking fees of 5% of the value of the returned goods may apply to a return resulting from a customer-error. We do not accept returns or exchanges of our products purchased from other vendors. Please refer to their return / exchange policy.

Licensing and Payment Terms

Orders are not binding upon AO until AO in its sole discretion accepts the order. When you select Products or Services for purchase and "confirm" your order on the order page, the total of the Product or Service price, taxes and any applicable shipping, handling, and insurance costs (if any) will be charged to the credit card number you provide. If a credit card is not provided, all charges, costs, arising from the sale will be charged during invoicing. You acknowledge that AO may use third party credit card processing or authorization services during the course of verifying your credit information and/or completing your purchase. You confirm that you are authorized to use such credit card number to make this purchase and permit AO to take steps to verify such authorized use.

You are responsible for all charges incurred in your use of the Site, whether or not authorized by you. You should inform yourself of the extent of your liability for unauthorized charges under any credit card agreement(s) that may apply to you. Upon AO delivery of the shipment to the carrier, you assume the risk of loss and / or damage to the Products and title passes to you. You may not assign an order for a Product without the prior written permission of AO. Sales transactions are void wherever such transactions are prohibited.

- AO does not guarantee that all Products advertised online will be available at all times. AO reserves the right to limit quantities.
- AO reserves the right to discontinue a product / group of products at its own discretion even though it may appear to be offered online.
- AO will not be held responsible for any losses resulting from mis-statements, errors, omissions and immediate changes to its product mix.

Sales Tax

Sales taxes (GST, HST) are charged for orders shipped within Canada (regional jurisdiction). All international shipments are levied with GST however they are zero-rated. All zero-rated shipments will not show GST charges on the invoice.

Back-Orders and Batching (Reserving your Order)

All backorders are shipped when stock is replenished unless you request us to batch until further notice. Please note that we will reserve items no longer than 5 business days. Exceptions apply on a case-by-case basis.

Shipping and International Orders (non-US)

AO accepts all international orders. The customer is responsible to maintain an account with either FedEx or UPS since AO is set-up to use either one efficiently. Non-US (international) clients must have an account in order to receive their items. Since customs policies differ from country to country; AO has no control over these charges and cannot predict what they may be. If the shipments are received and the customs / brokerage fees are not paid, we reserve the right to bill the customer for the fees. If the customer refuses to pay the fees and the shipment is returned to us, the customer will be billed the return shipping charges and any additional fees.

Saturdays, Sundays and Holidays are excluded in calculating delivery time. AO is not liable for failure to deliver by a date specified by the carrier.

Order Cut-Off Time

Orders received after 4pm EST will be processed in sequence however fall out of range for guaranteed next-day delivery (next-day service available only to areas that UPS and FedEx deem possible). Unless stated otherwise, orders are shipped same-day otherwise they are batched till further notice (see Back-Orders and Batching). Please note that although your order may have been received after 4pm EST, AO will attempt to fulfill your request to ship next-day however is not guaranteed.

Applicable Laws

By dealing with AO you agree that the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law provisions, will apply to all matters arising out of or in connection with your access and use of the Site. You also agree to submit to the exclusive personal jurisdiction and venue of the courts of the Ontario with respect to such matters.

Severability

If any provision of the Terms and Conditions of Use is found to be unlawful, void or unenforceable, then such provision is deemed severable and will not affect the validity or enforceability of any of the remaining provisions. The parties agree that this agreement and all related documents be written in the English language. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

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