Terms of sale

a. Availability and Pricing. All products offered for sale are subject to availability and we reserve the right to impose quantity limits on any order or reject all or any part of an order without prior notice. Prices for products are subject to change at any time, but changes will not affect any order for products you have already placed. Purchases are also subject to our price matching policy. All prices are in US dollars.

b. Taxes. You are responsible for any applicable sales, use, duty, customs or other governmental taxes, levies or fees ("Taxes") due with respect to your purchase of products or services through our Services. We will collect applicable Taxes if we determine we have a duty to collect Taxes. We will present an estimate of Taxes we collect at checkout, except where we have clearly stated in writing that a price includes Taxes. The actual Taxes charged may be adjusted from the amount shown at checkout. Several factors may cause this, such as variances between processor programs and changes in tax rates. We are not required to, and do not, collect Taxes in all states. You may have a duty to directly report and pay Taxes if we do not collect such Taxes.

c. Payment. Only valid payment methods acceptable to us may be used to complete a purchase via the Services. You represent and warrant that you are authorized to use your designated payment method. You authorize us to charge your designated payment method for the total amount of your order (including any applicable taxes and shipping and handling charges). If any of the products in your order are unavailable, we will only charge the prices, Taxes and other applicable charges associated with the products that are included in the shipment.

d. Shipping; Risk of Loss. You agree to pay any shipping and handling charges shown at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the changes applicable to you before you make your purchase. Any delivery dates or times shown as part of the checkout process are estimates only and are not guaranteed. Unless we state otherwise in writing via the Services, risk of loss or damage to a product passes to you upon delivery of the product to our designated carrier.

e. Returns. Please see our <u>Return Policy</u> for information about returning products purchased via our Services.

f. Errors. In the event of an error, we reserve the right to correct the error and revise your order accordingly (which includes charging the correct price) or to cancel the order and refund any amount charged.

g. The products sold via the Services are manufactured by other companies. The manufacturer may offer its own warranty, but unless otherwise stated on the product page, except for our Gajillion Percent Promise[™], we do not offer a warranty on those products. That means they are sold by "as is" and "with all faults." If the manufacturer offers a limited warranty for the product, it can usually be found on the manufacturer's website or with the product packaging. For any product sold via the Services you agree that your remedy is solely with the product manufacturer and not 1-800 Contacts.

h. We reserve the right to remedy customer issues and concerns on a case by case basis. We reserve the right, in our sole discretion, to resolve customer issues and concerns based on the facts and circumstances of each customer.