

Eyewear Warranty Agreement

Welcome to the 2U Vision, LLC eyewear warranty offered and provided by 2U Vision, LLC. These terms and conditions form the agreement (the "Eyewear Warranty Agreement" or "Warranty") between you ("You" or "Your") and 2U Vision, LLC ("Company") (each a "Party" and collectively the "Parties"). You may contact 2U Vision, LLC at 2413 Archdale, West Bloomfield, Michigan 48324, by telephone at 240.997.1116 or by email at info@2UVision.com.

1 AGREEMENT TO TERMS

YOU AGREE TO READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING THE WARRANTY. If you do not agree to these terms and conditions, 2U Vision, LLC is not bound by the Warranty. Exercising your rights under the Warranty signifies your agreement to the terms and conditions of use set forth below.

2 MODIFICATION OF AGREEMENT

The Company reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Warranty, in whole or in part, at any time. Notification of changes in the Warranty will be posted on <https://www.2UVision.com/warranty> (the "Website"). Exercising your rights after such notice will be considered your agreement to be bound by any such changes. Any modifications to the Warranty do not affect an existing Warranty between You and the Company unless such modifications are recorded in a signed instrument between You and the Company.

3 INTELLECTUAL PROPERTY

This Warranty and other existing Warranties are protected by copyright as collective works or compilations or both, pursuant to U.S. copyright laws, international conventions and other copyright laws. Company names, logos, service marks, including but not limited to the marks 2U VISION, 2U VISION and DESIGNS and STYLISH EYEWEAR FOR SENIORS AND ACTIVE ADULTS, and other Company information may not be used by You in any manner without the prior written consent of the Company. Certain products and services owned by the Company are trade secrets, which are protected by federal and state trade secret laws.

4 COVERED PRODUCTS

This Warranty applies to eyewear frames and eyeglass lenses ordered or purchased from the Company at a 2U Vision Event (an "Event") and during the advertised time and date for a scheduled Event (the "Covered Products"). Scheduled Events are identified on Facebook at <https://facebook.com/2UVision> or <https://www.2UVision.com> or both. This Warranty does not apply to any other products or accessories, including but not limited to, cases, lanyards, cleaning cloths or lens cleaners. This Warranty does not extend to any products distributed as part of any promotion. In addition, this Warranty does not extend to eyeglass lenses if Your vision prescription has changed since the date your eyeglass lenses were ordered or purchased.

5 WARRANTY COVERAGE

The Company warrants the Covered Products to be free of all defects in material and workmanship for a period of five (5) years from the date the Covered Products are ordered or purchased. This Warranty does not extend beyond the natural life of the original buyer. Within the period of this Warranty, the Company, in its sole discretion, will repair or replace, either the entirety of or any part of, the Covered Products proving to be defective in material or workmanship OR damaged by accident. Any repair made under this

Warranty is considered satisfactory to the extent such Covered Products are returned to their original functionality. Any replacement made under this Warranty is considered satisfactory to the extent such Covered Products are reasonably equivalent to the Covered Products originally ordered or purchased. All repairs and service under this Warranty are to be performed by a Company authorized technician. All expenses related to repairing or replacing, either the entirety of or any part of, the Covered Products shall be assumed by the Company.

6 WARRANTY EXCLUSIONS

This Warranty does not apply to any costs, repairs, or services for: 1) repairs necessitated by use other than the normal use of the Covered Products, 2) damage to the Covered Products resulting from intentional misuse, abuse or alterations, and 3) corrective work to the Covered Products necessitated by repairs made by anyone other than a Company authorized technician.

7 OBTAINING WARRANTY SERVICE

You must notify the Company by sending an email to info@2UVision.com of any defect, malfunction, nonconformity or accidental damage promptly upon discovery. A Company authorized technician will contact You within three (3) business days to arrange for the repair or replacement of Covered Products. Repair or replacement of Covered Products may be made at Your location or at a location selected by the Company. The choice for selecting the repair location is the sole discretion of the Company. In the event repair or replacement of Covered Products is to be made at a location selected by the Company, You must abide by any shipping or other return instructions, which will be provided to You by the Company.

8 NOTICE TO BUYER

This Warranty gives You specific legal rights and You may also have other rights which vary from state to state. You have the right to bring any action at law or equity to resolve disputes concerning or to enforce provisions of the Warranty. If You disagree over either Party's performance under the terms of this Warranty, You may submit the matter for resolution to info@2UVision.com by including the text "WARRANTY DISPUTE RESOLUTION" in the title followed by a reasonably complete description of the disagreement. You are required to submit any dispute for resolution under this paragraph before pursuing any legal remedies to which You may be entitled.

9 INDEMNIFICATION

You hereby agree to indemnify, defend and hold the Company, and all its officers, directors, members, owners, agents, employees, contractors, information providers, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, attorneys fees and costs, incurred by the Indemnified Parties in connection with any claim arising outside of the scope of the terms and conditions of this Warranty. You shall cooperate as fully as reasonably required in the defense of any such claim. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and You shall not in any event settle any matter without the written consent of the Company.

10 NON-TRANSFERABILITY

This warranty extends only to the individual or entity making the original order or purchase of Covered Products. This warranty is not transferrable to any other individual, entity or legal construct.

11 LIMITATION OF COMPANY'S LIABILITY AND DAMAGES.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOSS ARISING FROM YOU EXERCISING YOUR RIGHTS UNDER THE WARRANTY, NOR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF EITHER PARTY'S PERFORMANCE OR NON-

PERFORMANCE UNDER THE TERMS OF THE WARRANTY. THIS INCLUDES, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION OR DIMINISHED GOODWILL. THE MAXIMUM LIABILITY COLLECTIVELY OF THE COMPANY SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100) FOR ANY DAMAGES OF ANY NATURE, INCLUDING GROSS NEGLIGENCE, ARISING IN CONTRACT, TORT OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12 JURISDICTION

The Parties agree to submit any dispute arising out of the terms of this Eyewear Warranty Agreement to courts of competent jurisdiction within the State of Michigan. This Eyewear Warranty Agreement shall be governed by and construed in accordance with the substantive laws of the State of Michigan without reference to any choice of law principles.

13 ENTIRE AGREEMENT

These terms and conditions constitute the entire Warranty between You and the Company. Any claim or cause of action You may have with respect to You exercising your rights under this Warranty must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Warranty, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Warranty, and the remainder of the Warranty shall continue in full force and effect.