

- Warranty & Policy Information -Updated June 2021

> **CONFIDENTIAL:** Sharing CCO's Warranty & Policy information with non-members will result in expulsion.



A Brief Explanation of CCO's Policies

Since our founding, Crystal Clear Optical has focused on providing independent eye care professionals (ECPs) with the option for true independence. We believe that all ECPs should not need to be tied down to any insurance companies and their premium lab markups. So we only markup our products and services as much as absolutely necessary to cover our costs and growth.

As our company's collective buying power has increased, we have been able to give back to our members **even more**. We are tireless working to help each ECP increase their profit margins and cutting down their net costs. This new lab endeavor is Crystal Clear Optical's latest effort to put independent optometrists back in control of the optometric industry. Above all else, we remain committed to transparency and clear communication. To preserve CCO's industry-leading technology and great prices, we must have strict policies & procedures that protect the greater member base from cost increases due to negligence or abuse.

We will periodically update these policies accordingly to member feedback and continue to do everything we can, to give back to our members through new programs, product offerings, and policies that enable you to be more profitable than ever before.

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Shipping & Return-Shipping

Shipping Method & Fees. CCO charges a flat fee of \$10 per shipment. This includes shipments for complimentary lenses, lab & account remakes, and warrantied lenses. We reserve the right to increase this fee on a per-account basis for extended zones that the shipping company charges CCO a higher fee to deliver to.

- UPS Shipments: All new accounts will start off with UPS for the primary shipping method; as well as 10 complimentary UPS Ground labels. We are working diligently with Unity Courier to make all shipments coming in or going out as cost-effective for both CCO and its members. So as the volume with increases, we will reach out to set up Unity Courier shipping capabilities for each account. As we are currently only servicing California, all shipments to and from our facility will utilize UPS Ground.
- Unity Courier (UC): Once each account's volume increases, we will reach out to set up Unity Courier as the primary shipping method. Through UC, all inbound shipments to our facility will be provided free of charge, regardless of quantity. And all outbound shipments from our facility will be charged at a flat fee of \$10 per shipment. Additional shipping discounts may be applicable depending on each location's monthly volume.

Remake Shipping Policy. Our flat fee shipping fee is also charged on remakes, even if the remake is the only job being shipped. If CCO is charged for a shipping label, the client will be responsible for their account's shipping fee(s).

Return Label Allowable Per Week, Per Account. CCO requires the client to consolidate all jobs from each location into one shipment to our lab twice per week. Outside of the 10 complimentary UPS Ground labels provided, if the client uses more than 2 shipping labels per week; the client will be charged their account's shipping fee for each return label. Additional labels may be requested at no charge, and will be shipped along with their outbound shipment.

Special Requests. Special requests regarding shipping cannot be accommodated. At this time, UPS is the only shipping method available through CCO for new accounts. FedEx & USPS may be evaluated and offered as options in the future, but at this time all shipping from CCO to and from the client will be conducted via UPS.

Discounted & Complimentary Shipping. Shipping costs will not be discounted or credited except for the client's participation in CCO's "Path To Free Shipping" program (detailed below).

Path to Free Shipping. CCO offers discounted and free shipping as accounts increase their volume. CCO doesn't operate with margins high enough to implement free or discounted shipping for low-volume accounts; but due to the economies of scale made possible by higher-volume accounts, CCO offers discounted and free shipping via the following tiers:

- Monthly Volume: \$0 to \$3,499 \$10.00 per shipment (full price)
- Monthly Volume: \$3500 to \$4999 \$8.00 per shipment (20% off)
- Monthly Volume: \$5000 to \$7999 \$5.50 per shipment (45% off)
- Monthly Volume: \$8000 or more Free Shipping (100% off)

Once each account's volume exceeds \$5000 per month, shipping frequency outbound and/or inbound can be negotiated. Participation in CCO's "Path to Free Shipping" program is **per location**, not combined across all locations in instances where clients operate multiple locations. A client may, if they prefer, consolidate all of their business's shipping to and from a single location to qualify for a larger shipping discount (if they prefer). But if a client chooses to ship and receive CCO jobs from multiple locations, each location's discount will be determined solely based on that individual location's monthly volume.

A. Finished SV (Stock) Program. If a CCO client participating in the "Path to Free Shipping" program chooses to also order FSV lenses; the volume resulting from FSV, will also be counted towards the total monthly volume. All outbound from our facility orders including FSV will be subjected to the \$10 flat rate shipping fee.

As we do require accounts to consolidate their shipping frequency to twice per week; we as well, will do our best to consolidate FSV lenses to be shipped with each account's scheduled shipments. Unless a rush has been applied to that order/job. All rush orders will ship independently and as soon as they are completed. Standard flat rate shipping applies.

- **B. Qualifications.** Discounts will be determined on a monthly basis beginning on the first day of the month and ending on the last day of the month. Any client wanting to opt out of CCO's "Path to Free Shipping" program must submit a formal letter whether by email or letter mail with their application expressing their desire to opt-out. Each participating location's remake and warranty percentage must stay at or below 10% combined. Qualifying volume is determined on a per-location basis and is tied to the participating location's address. Any shipments to non-participating addresses will incur the non-discounted shipping fee. All locations wishing to participate need to sign up for the "Path to Free Shipping" program individually.
- **C. Our Rights to Revoke or Alter Our Programs.** All locations choosing to participate in the "Path to Free Shipping" program acknowledges that CCO reserves the right to make changes to this program at any time and without require notice to our clients. CCO also reserves the right to evaluate and possible alter participating locations for profitability based on the type of jobs ordered, costs incurred shipping to that location now or in the future. And any other criteria(s) CCO determines necessary to avoid financial loss.
- **D. Additional Shipping Fees.** Any non-delivery, stop delivery requests, redirect costs, and other miscellaneous fees charged to CCO will be passed onto the account at CCO's cost.

Clients will be charged for empty packages shipped to CCO. Clients will be charged for packages containing work intended for a lab other than CCO. Any time CCO must ship something back to the client, the client will be charged for shipping.

E. Deliveries Outside of California (CA). While we do only currently service accounts and members located within CA, exceptions can be made to accept accounts outside of CA.

The 10 complimentary UPS Ground shipping labels will be converted to UPS 2nd Day Air

Air labels at the same quantity. Any additional labels may be requested and order consolidation is still required. All outgoing packages will not qualify for CCO's "Path to Free Shipping" program; and will be subject to a \$20.00 fee per shipment.

- **F. Lost, Misplaced Packages & Shipping Insurance.** All shipments from CCO receive a standard \$100 insurance coverage from UPS and UC. Clients may request more, but must cover CCO's increased cost if additional insurance is requested. In an instance of a lost, stolen, or misplaced package; CCO will apply up to a \$100 credit to the client's CCO account within two (2) business days of being notified that the package was not delivered by the client. It is also the client's responsibility to submit remake requests to CCO for all jobs in a missing, stolen, or misplaced package. If a client wishes to cancel jobs within a lost, stolen, or misplaced package; CCO will credit 50% of all the jobs' costs to the client's CCO account. This policy also applies to patient's own frames (POFs) contained in any lost, stolen or misplaced shipment.
- **G. Address Change Requests.** Permanent address change requests can be applied with supporting documentation and proof that the new address is the business's new location. Changing the address on an individual job basis is not possible.
- **H. Consolidated Shipping Policy.** By default, client accounts will default to shipping and receiving two (2) days per week. As well as automatically enrolled in our "Path to Free Shipping" program. This means that we will ship out all completed & FSV jobs on Monday & Thursday—so that packages will be delivered every Tuesday and Friday.

Locations adhering to our consolidated shipping policy (to and from our facility) can use up to 2 labels per week; outside of the 10 complimentary labels. We currently are only able to receive packages Monday through Friday. Any additional labels will be charged at the account's default shipping fee.

- **I. CCO's Client's Own Shipping Account.** If a client prefers to ship packages to CCO using their own account, it must be shipped via UPS. Clients will be fully responsible for any lost, damaged, or undelivered packages shipped using a non-CCO account; including instances where tracking shows package(s) were delivered to CCO's facility but they were not received by CCO staff.
- **J. Return Shipping Labels.** Each new location is provided with 10 complimentary UPS Ground shipping labels upon account approval. Per the Consolidated Shipping Policy above, locations participating in consolidated shipping may use up to two (2) labels per week. All other accounts, may use as many labels as they would like from any carrier of their choosing.
- **K. Shipping Policy Exceptions.** Any job(s) that ages beyond nine (9) days and/or specifies a rush may ship alone. Any job(s) that invokes a manufacturing defect remake/warranty will be automatically rushed and shipped free of charge (subject to approval from CCO on a case-by-case basis). All warrantied orders require previous lenses to be returned before a credit will be applied.

L. Lab Ship Date. The lab "ship date" refers to the date that the order has been handed to UPS or Unity Courier and leaves our facility.

Complimentary & Sample Lens

Complimentary Lens Program. Each new account is granted three (3) complimentary pairs of lenses intended to allow clients to verify the quality of CCO's work before they begin ordering. Only the following types of lenses are offered under our complimentary lens policy:

- Clear Only
- Qualifying Lens Designs: CCO progressives (Crystal Easy HD, Crystal Comfort HD, Crystal Extreme HD, Crystal Edge HD, Crystal Tech HD, Unify SV, Unify SV+, HD Twin-Focal
- Qualifying Materials: CR-39, 1.60, or 1.67
- Qualifying Coatings: All Anti-Reflective Coatings are allowed. No mirrors or tints allowed.
- **Rx and Special Order Requirements:** No over power, high prism, or special order jobs qualify f or CCO's complimentary lens program.

A. Renewal & Expiration. Complimentary lenses are intended for new accounts or established accounts who would like to explore CCO's expanded offering. Accordingly complimentary lenses will expire after 30 days of account opening. Additional complimentary lenses will be granted at a rate of two (2) pairs per calendar year to accounts spending more than \$30,000 annually. Clients will not be notified when new complimentary lens credits are available. Clients will need to contact CCO support to request additional complimentary lenses after \$30,000 of volume is processed within a year.

B. Warranty & Remake Policy. Complimentary lenses are protected by the same warranty and remake policies as standard jobs.

C. Order Cancelation. If a complimentary lens order is canceled for any reason, that complimentary lens credit is considered used and forfeited.

Solid, Gradient & Custom Tint Requests

Tint Capabilities. CCO does not match tints at this time. The currently available tint colors are Brown, Gray, G-15, Yellow, Pink, Orange, Blue, and Purple. Actual tint percentages can be specified and we will do our best to accommodate. However results may vary depending on lens material, Rx, lens design, etc.

A. Solid Tint. We are currently able to produce solid tints in the following levels:

- Level 1 (Light: 10-25%)
- Level 2 (Medium: 30-50%)
- Level 3 (Dark: 60-88%)

B. Gradient Tint. We are currently able to product gradient tints in the following levels:

- Level 1 (Light: 30% to 0%)
- Level 2 (Medium: 50% to 0%)

• Level 3 (Dark: 88% to 0%)

C. Custom Tint Requests. While we do try our best to be as accommodating as possible, we do not tint over Transitions/Photochromics and Polarized lenses. Tinting polycarbonate lenses to a Level 3 darkness is a high risk procedure and not recommended.

If an account is willing to take any of the aforementioned risks (against our recommendations) any damages, crazing, or defects that result in a remake of the lens will count towards the 10% remake policy.

Remake, Lab Redo, POF & Warranty Information

Remake Policies. All remakes regardless of resulting origin, unless previously stated above, will be subject to a 10% of the total volume value per month per year.

For example: If the total volume in the month of January is \$5000, then the total remake percentage cannot exceed \$500 (10%) for the month of February. Actual reason for remake will not impact eligibility for remake. Inputting the correct remake reason in our web portal will help optometry offices track their own remakes and their origins. But do not, however, impact our willingness to remake any specific order.

As long as the remake criteria(s) below are met, accounts will receive a 100% credit towards their next invoice.

- **A. AR Remakes:** Scratches or defects which occurred during our manufacturing process to the AR coatings are covered under this warranty. Lens damage unrelated to AR failures are not covered (e.g. dog chewing glasses, obvious rough treatment, patient stepped on glasses, etc). AR warranty remakes should be submitted with the exact lens specifications and prescription as the original order.
 - **Premium Hardcoat (HC):** Premium HC ("Dip Coated") lenses are protected by a one (1) year, one-time remake.
 - Clarity AR (C Category): Our Clarity AR coating is are protected by a one (1) year, one-time remake.
 - All D Category AR: Lenses with our Clarity AR+ or Guardian AR+ coatings are protected by a two (2) year warranty. Two-year warranty is for exactly 2 years from the lab ship date.
- **B. Scratched/Chipped/Damaged Lenses:** When a job has been received with a lens defect or error, resulting from our lab during the surfacing/finishing process, the Scratched/Chipped/Damaged Lenses category may be used. Examples may include, but are not limited to:
 - Incorrect Rx
 - Surface Defects

- Wrong Lens Type vs What Was Ordered
- Defect in Optics

C. Lens Restyle (90 Days): There can be many reasons as to why a lens restyle remake may be invoked. Please do your best to categorize them to a category most similar to the reason.

- **Patient Changed Mind:** This reason can be used when the patient (after the purchase has been made and order has been inputted into our system) comes back and decides to add/remove a lens coating or add-on. Such as AR, Transitions, Polarized, Tint, Multifocal, Anti-Fatigue, etc.
- **Account Entry Error:** This reason should be selected when jobs are submitted with error(s) such as:
 - Pupillary Distances (PDs)
 - Seg/OC Heights
 - Optician Entry Error
 - Etc; are all considered to be account entry errors.
- **Progressive Non-Adapt:** 90-Day remake of equal or lesser value. PAL non-adapt remakes are eligible when:
 - Changing between progressive designs (e.g. changes from Crystal Edge HD to Crystal Comfort HD).
 - Changing from:
 - PAL -> HD Twin Focal
 - PAL -> Lined Bifocal
 - PAL -> **ONE** (1) pair of Single Vision Lenses
 - HD Twin Focal -> Lined Bifocal
 - HD Twin Focal -> ONE (1) pair of Single Vision Lenses
 - A Patient(s) was originally wearing another Branded (Essilor, Hoya, etc.) lens design:
 - First-Time Remake: We will remake the order by changing either lens design and/or parameters.
 - 2+ Time Remake: We will remake the order back to what the patient was originally wearing at no charge (assuming the lens tier was the same).
 Remaking back to original lens design may result in changes to discount percentages.
- **Material Non-Adapt:** We highly recommend converting polycarbonate lens materials to the high index 1.60, due to its superiority in optical clarity, lens tintability and durability (if Clarity AR+ or Guardian AR+ coatings are applied). If the patient was previously wearing polycarbonate and they changed to a 1.60, but cannot adapt to the 1.60; we can use this remake reason.

All Lens Restyle remakes should be inputted as such "Remake - Lens Restyle: (insert reason), Ref # (insert original order #)". For example, if the reason was because the patient changed their mind and their original order number was #0000 -> "Remake - Lens Restyle:

Patient Changed Mind, Ref #0000".

- **D. Frame Restyle (90 Days):** This remake option must be selected when the remake results from any reason affecting the frame inputted and its measurements. Can include:
 - Patient Changed Mind On Frame
 - Poor Frame Choice or Fit
 - Errors Resulting from Frame Measurements, Frame Type or Brand
- **E. Doctor Rx Change (90 Days):** 90-Day Remake from Lab Ship Date. Changes to the prescriptions resulting from either Internal or External doctors. Whether that would be changes affecting:
 - SPH
 - CYL
 - AXIS
 - ADD Power
 - Prism
- **F. AR Crazing:** Should only be used if upon receiving the completed lenses from CCO, during account's inspection, and the AR on the lens is crazed.
- **G. Frame Warped or Damaged:** Should only be used if upon receiving the completed order (frame + lens), during account's inspection, the frame is warped or damaged. Depending on the situation, we may adjust the frame to give it better face form in order to fit a lens curvature. If the reason for remake falls under this reason and was not a POF, we will remake the lenses at no cost. And replace the frame at the account's cost in the form of a credit on the account's next invoice/statement. For all claims resulting from lab error on frame warping or damages, please send an email to support@unif-eye.com for each order affected. Please also include corresponding images, description, and the order number of the affected order in the subject line.

For all remake reasons not currently listed here, please input them as one of the categories listed above for the most similar reason. And then leave notes in the "notes" section explaining the remake.

Patient's Own Frames (POFs). If CCO loses a client's POF at our facility, CCO will credit the account for the wholesale value of the frame along with any lens work the client was billed for on that job on the next invoice. Frames are sent to CCO at the account's risk.

CCO will always do its best to prevent frame breakages, but in the instance that a frame is broken by CCO staff, we will remake the job using another client-provided frame. Otherwise the client may cancel the job for a 50% credit. In the instance that a client mails CCO an incorrect frame, the client may send us another frame for fulfillment or cancel the job for a 50% credit.

CCO will attempt to determine the viability of client-owned frames as soon as possible after receipt, but

reserves the right to deem any frame unsuitable at any point during the manufacturing process (including the final stages). Clients should warn CCO and send any frame to CCO for evaluation if you have doubts about their viability. CCO will not provide reimbursement for any frame broken during manufacturing that has been used before or is not a current model.

Lost or broken nose pads, screws, and other materials will not be reimbursed by CCO. Any frame arriving to CCO in subpar condition, or any frame that is determined to be too brittle or damaged to withstand manufacturing, will be sent back to the account in their next shipment or individually at the client's expense. In instances where CCO rejects a frame, clients may provide another frame or cancel the job for 50% credit. If a job has been started and lens blanks cannot be reused in the replacement frame provided by the client, the original job will be canceled at 50% cost and a new job will be placed and billed at full price according to CCO's price sheet. If you decide to continue with the job despite the lab's warning, you will not be provided with a remake if any breakage occurs.

Clean Frames Only. Frames that are sent to CCO must arrive clean. If frames are too dirty to use in an edger and/or will interfere with the manufacturing process as determined by CCO staff, the client will be charged an \$8.00 cleaning fee. Any frame received by CCO that is a non-Rx frame must be replaced by the client or the job will be cancelled at 50% of its cost. Clients must pay return shipping if they desire the frame to be returned,

CCO does not process wooden or wooden laminate frames of any sort. The job will be canceled at 50% off.

Statements, Billing & Payment Policy.

Statements/Invoices & Billing. All CCO clients are automatically enrolled in online paperless billing. Clients are responsible for keeping their email address on file for statement/invoice delivery up-to-date. As well as periodically checking their online portal as new invoices/statements become available. Bi-weekly statements are emailed to clients using the email address on file. Not receiving a statement, a statement being delivered to a folder other than the client's inbox, or statements that are accidentally overlooked or deleted are not valid reasons for non-payment or late payment.

Statements will be made available to all clients by the 7th and 21st calendar day of each month, if not sooner. ACH withdrawals and Card transactions are automatically initiated on all client accounts between the 12th to 19th and 26th to 2nd (of the following month) respectively. Charges for unreturned lenses (remakes) may appear on the monthly statement and be billed, but will be credited on a later statement once lenses are received and evaluated. CCO will not delay statement delivery or payment processing for credits (any credits including returned lens credits) to post.

CCO only processes payments via autopay using the ACH information on file with the client's account. Credit cards, debit cards, and other forms of payment other than ACH will be subjected to a 3% convenience charge. CCO is not responsible for any checks mailed to CCO. If automatic ACH or any other forms of payment (after subjection to the convenience charge of 3%) fails due to insufficient funds or outdated account credentials, the client may be billed the maximum legal amount of ACH payment failure and/or returned payment fees wherever applicable. And the member's account may be suspended until payment is received. In instances that a client is mistakenly charged a lesser balance than owed according to their statement balance, CCO will charge the difference as soon as possible, or on the next statement following the discrepancy being notified by CCO staff.

A. Cancellations. Orders can only be cancelled if have not yet been started and/or made. Only orders on our web portal that show the status of "Order Received" or "Tray Up" can be cancelled. Any other orders, that show any other status (e.g. "Quality Control", "Lens Department", etc.) requesting to be cancelled will be charged at 50% of the pre-negotiated rate.

Any Finished Single Vision (FSV) lens in the "Tray Up" status, if cancelled, will be subjected to a 30% restocking fee.

B. Refunds. Once an order reaches the "Tray Up" status and on, will not be eligible for a full 100% refund. Depending on which step of the lens manufacturing process it is on, each account may be eligible for a partial refund of up to 60% of the total charge for that order.

Refund eligibility is at CCO's sole discretion and we reserve the right to deem an order to be ineligible for any and all refund amounts. All refunds will be handled on a case by case basis. Each client's account history and business relationship with CCO will be taken into consideration before the decision is made (see "Disputing Charges" below).

Any and all refunds will given in the form of a credit on the client's next invoice or billing statement.

- **C. Disputing Charges.** If a client believes they have been incorrectly charged, they may contact accounting@unif-eye.com to file a support ticket to inquire about the charge. If the account's original statement is charged prior to resolving a billing dispute that's ultimately decided in the client's favor, a credit will be issued to the client's CCO account. Statement/Invoice generation and lab payments will not be delayed or changed during any dispute conversations.
- **D. Late Payment.** Any client whose statement balance is not able to be drafted using the ACH and/or Card information on file will immediately be considered delinquent. Access to CCO's ordering portal will be revoked, all jobs currently in-queue or in-process at CCO's facility will be paused, and access to other CCO's Programs including stock lenses and frames will be revoked.

Delinquent accounts may be charged a late fee, determined by the greatest of:

- \$30 (minimum), or...
- The maximum legally-allowed fee if less than 7.5% of past-due balance, or...
- 7.5% of the past-due balance.

Account access will be re-granted as soon as the client pays off their past due balance plus any applicable fees. Delinquent accounts that are not made current will be submitted to

collections, then small claims court if the account still does not remit payment for any overdue balance plus fees. If a client's account becomes past due twice within any 12-month period, CCO may require the account to prepay for all lab services (see "Accounts Categorized As Poor Credit or Insufficient Credit History" below).

Accounts Categorized As Poor Credit or Insufficient Credit History. By applying for a CCO account, you are granting consent for CCO to check your business and/or personal credit history. Each client will be categorized as good credit, insufficient credit history (aka "no credit"), or poor credit based on their credit check. At CCO's sole discretion, we reserve the right to require clients categorized by CCO staff as poor credit or any insufficient credit history to pre-pay for all CCO services by purchasing account credit before any CCO orders are processed. In instances that this is required, CCO will notify the client and arrange a payment amount that is automatically deducted or "recharged" whenever their account's pre-purchased account credit falls below a predetermined dollar amount (e.g. Client purchases \$1000 advance credit up-front, automatic "recharge" taking place for another \$1000 credit whenever the account balance falls below \$100 remaining).

Policy Changes & Updates. CCO's policies are updated regularly without notice. Please check **www.ccoptical-lab.com/terms-of-use** at any time for CCO's current policies.

