

Terms & Conditions of Sale

INTRODUCTION

Welcome to www.solsticesunglasses.com, the online store of Solstice Sunglass Boutique, which is owned and operated by Solstice Marketing Concepts, LLC and /or its affiliates ("**Solstice**", "**we**", "**us**" or "**our**").

The following terms and conditions and any other terms and conditions, agreements or policies set forth in the Customer Care Center or incorporated by reference, including without limitation, the Privacy Policy, (collectively the "**Terms**") govern your access to and use of this website, including any content, functionality and services offered on or through this website (collectively, the "**Site**")

Please read the Terms carefully before you start to use the Site. **By accessing or using the Site, you accept and agree to be bound and abide by these Terms.** If you do not want to agree to these Terms please do not use the Site.

This Site is offered and available to users who are 13 years of age or older, and reside in the United States or any of its territories or possessions. If you are between the ages of 13 and 18, you may access and use the Site only with involvement of a parent or guardian. By using this Site, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 15 BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND SOLSTICE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. THAT MEANS THAT THERE WILL BE LESS DISCOVERY AND LESS APPELLATE REVIEW THAN IN COURT AND THAT AN ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE ANY DISPUTE. YOU WAIVE YOUR RIGHT TO BRING AN ACTION IN COURT BEFORE A JUDGE OR JURY. YOU ALSO WAIVE YOUR RIGHT TO BRING PROCEEDINGS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, OR REPRESENTATIVE, ACTION OR ARBITRATION; AND WAIVE YOUR RIGHT TO A JURY TRIAL.

1. **CHANGES**

Solstice reserves the right at any time and from time to time to change the present Terms and to modify or discontinue temporarily or permanently, the Site (or any part thereof). This also includes modifying or completely ceasing specific offers and services with a cost obligation. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Site. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Your continued use of the Site after the "Last Updated Date" will constitute your acceptance and agreement to such changes. No modification to these Terms by any party other than Solstice shall be valid or enforceable against Solstice unless expressly agreed to by Solstice in a writing signed by a duly authorized officer of Solstice.

2. **PRIVACY**

The terms and conditions of our Privacy Policy govern the collection, processing and use of personal data collected from you in connection with your use of the Site. Please read our Privacy Policy linked to here.

3. **CONTENT**

The text, images, photographs, graphics, logos, illustrations, descriptions, data, and other material provided by Solstice on or through the Site, as well as the selection, assembly, and arrangement thereof, are referred to collectively as the "**Content**".

The Content may contain errors, omissions, or typographical errors or may be out of date. Solstice may change, delete, or update any Content at any time and without prior notice. The Content is provided for informational purposes only and is not binding on Solstice in any way except to the extent it is specifically indicated to be so.

Unless otherwise noted, all Content is protected by copyrights, trademarks, service marks, and other proprietary rights that are owned by Solstice or by third parties that have licensed their use to Solstice. You may view and use the Content only for your personal information and for shopping and ordering on or through the Site, and for no other purpose, and you shall retain intact all copyright and other proprietary notices. Except as provided in the

foregoing, Solstice does not grant to you or any person any right to use, reproduce, copy, modify, transmit, display, publish, sell, license, create derivative works, publicly perform, or distribute by any means, method, or process whatsoever, now known or hereafter developed, any of the Content on or transmitted through the Site, including without limitation by transferring, downloading, or otherwise copying any Content onto any disk drive or other storage medium. Any use of the Content, except as specifically permitted in these Terms or as otherwise expressly permitted in the Content or in a writing signed by Solstice, is strictly prohibited.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide our copyright representative with the written information specified below:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
- A description of the copyrighted work that you claim has been infringed upon.
- A description of where the material that you claim is infringing is located on the Solstice Sunglasses Site.
- Your address, telephone number, and e-mail address.
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our copyright representative for notice of claims of copyright infringement can be contacted at the following e-mail address: customersupport@solsticesunglasses.com or

Solstice Sunglasses Legal Department
300 Lighting Way Suite 400
Secaucus, NJ 07094

4. TRADEMARK

Solstice and its affiliates retain all rights regarding its trademarks, service marks, trade names, brand names and trade dress. These marks, names or trade dress, and all associated logos or images, are registered and/or common law trademarks of Solstice and its affiliates and are protected by U.S. and international laws and treaties. No license to the use of such marks, names or trade dress is granted to you under these Terms or by your use of this Site. You may not use such marks, names or trade dress without the prior written permission of Solstice. All other trademarks not owned by Solstice or its affiliates that appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Solstice.

5. YOUR ACCOUNT

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password. We

have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

6. USER BEHAVIOR

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To send, knowingly receive, upload, download, use or re-use any content over the Site or make it available which is libelous, defamatory, obscene, harmful or pornographic, or promotes violence, or violates privacy, infringes commercial protected rights or offer goods or services or solicits financial funds.
- To impersonate or attempt to impersonate Solstice, a Solstice employee, another user or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Solstice or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper workings of the Site.

7. SUBMISSIONS

Except as otherwise expressly provided herein or in the Privacy Policy, all notices, proposals, ideas, feedback, comments, links, complaints and other contents which you provide to Solstice through the Site in any manner (collectively, "**Submissions**"), is and will be considered non-confidential and non-proprietary. By providing any Submission to Solstice Sunglasses, you grant us, our service providers, and each of their and our respective affiliates, licensees, successors, and assigns, a non-exclusive, perpetual, irrevocable, transferable, royalty-free right and license to use any Submission for any purpose, including without limitation, reproduction, modification, disclosure, transmission, publication, broadcast, and posting, and for advertising, publicity, or promotional purposes in any media without further permission, consent, payment, or other consideration, unless prohibited by law.

Solstice has the right, but not the obligation to review, consider, respond or implement your Submission, or to return to you all or part of any Submission for any reason. You understand and acknowledge that you are responsible for any Submission you provide, and you, not Solstice, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any Submission provided by you or any other user of the Website.

8. LINKS

The Site may from time to time contain links to other websites maintained by affiliates of Solstice ('Affiliated Sites'). These Affiliated Sites are not operated by Solstice, the operator of this Site, but by its affiliates. Please carefully read

the terms and conditions of use and other policies of such Affiliated Sites. These Terms and Conditions do not apply to any Affiliated Sites.

In some circumstances, the Site will contain links to other websites and resources provided by third parties, including Solstice vendors, ("Third Party Sites"). Solstice or its affiliates do not operate, control, endorse or guarantee the contents of any Third Party Sites. You agree that Solstice and its affiliates are not responsible for the availability, content, security, policies, or practices of any Third Party Site, including without limitation privacy policies and practices. Links to Third Party Sites are provided for your convenience only, and you access them at your own risk.

To the extent any Content is provided by third parties, Solstice includes it for informational purposes only. Pursuant to Section 230 of the Federal Communications Decency Act, providers of interactive computer services are not considered or treated as publishers or speakers of information that is provided by other information content providers.

9. PURCHASE OF PRODUCTS

Private use only. By submitting your order, you represent that you are purchasing for private household use only. We do not authorize any sale of our products outside the U.S. or any commercial resale. Prior to Solstice's acceptance of an order, verification of information and approval of the order may be required. Your receipt of an order confirmation does not constitute Solstice's acceptance of an order. Solstice reserves the right at any time after receipt of your order to accept or decline your order, or any portion thereof, even after your receipt of an order confirmation from Solstice, for any reason. Solstice reserves the right to limit the order quantity on any item and to refuse service to any customer without prior notification.

Product information and availability. Without limiting the generality of the disclaimers and limitations set forth in these Terms, given the unique nature of our products we cannot assume any liability or responsibility for any inaccuracies or errors, or for any loss or damage caused by or arising from your reliance on information obtained from or through this Site and we may change information at any time. We determine product availability upon receipt and automatic acknowledgement of orders. Descriptions of, or references to, products or service offered by the Site do not imply endorsement of that product or service, or constitute warranty by Solstice.

Price, payment, taxes. By submitting your order via the Site, you agree to pay the purchase price for the items you selected plus shipping and handling costs, and applicable sales tax, if any. Depending on the tax laws in your state, you may be required to pay use tax on purchases for which we do not collect sales tax. In the event that a product or service is listed at an incorrect price due to supplier pricing information or typographical error, Solstice shall have the right to refuse or cancel orders placed for the product or service listed at the incorrect price, regardless of whether the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Solstice shall promptly issue a credit to your credit card account in the amount of the incorrect price.

Delivery. We will deliver the products you purchased to a common carrier at our warehouse for shipment to the destination in the continental United States, including Alaska and Hawaii, that you select (we do not ship to Canada); other details regarding shipping and delivery are described in our Shipping Policy. You receive title and you bear all risks of loss and damage to the products from the time we deliver the products to the carrier at our warehouse.

Cancellations, returns. We do not accept any cancellations or returns except as specified in our Return & Cancellation Policies or required by applicable law. Without limiting the generality of the foregoing, we do not accept any returns from Solstice Sunglasses retail stores.

10. DISCLAIMER

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE CONTENT AND SERVICES PROVIDED ON OR THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER SOLSTICE, ITS SUPPLIERS, NOR ANY OF THEIR RESPECTIVE AFFILIATES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER SOLSTICE NOR ANYONE ASSOCIATED WITH SOLSTICE REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES ARE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW IN NEW JERSEY BUT MAY NOT APPLY IN OTHER STATES TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH LIMITATION OR PROHIBITIONS.

ALL PRODUCTS AND SERVICES PURCHASED ON OR THROUGH THIS SITE ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DISTRIBUTORS AND SUPPLIERS, IF ANY. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS AND SERVICES LISTED OR PURCHASED ON OR THROUGH THIS SITE. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES ARE ENFORCEABLE IN NEW JERSEY TO THE FULLEST EXTENT PERMITTED BY LAW BUT MAY NOT APPLY IN OTHER STATES TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT, SHALL SOLSTICE, OR ANY OF ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR LICENSORS OR SUCCESSORS OR ASSIGNEES OF EACH BE LIABLE HEREUNDER, UNDER ANY THEORY OF LIABILITY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, REVENUE, DATA OR PROGRAMMING, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTORY OR OTHERWISE (EVEN IF SOLSTICE SUNGLASSES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF (A) YOUR USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OR DAMAGE CAUSED BY ANY RELIANCE ON, OR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN, ANY INFORMATION ACCESSED ON OR THROUGH THE SITE, (B) ANY TRANSACTION ENTERED INTO THROUGH OR FROM THE SITE, (C) YOUR INABILITY TO USE THE SITE FOR WHATEVER REASON, INCLUDING, BUT NOT LIMITED TO, COMMUNICATIONS FAILURE OR ANY OTHER FAILURE WITH TRANSMISSION OR DELIVERY OF ANY INFORMATION ACCESSED ON OR THROUGH THE SITE, (D) THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY INFORMATION, (E) THE USE OF ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THE SITE, (F) UNAUTHORIZED ACCESS TO THE SITE AND UNAUTHORIZED ALTERATION TO TRANSMISSIONS OR DATA, (G) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, OR (H) ANY OTHER MATTER RELATING TO THE SITE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

TO THE FULLEST EXTENT PROVIDED BY LAW, OUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION, DEFECTS, ERRORS OR PROBLEMS REGARDING THE SITE SHALL BE THAT (A) YOU LEAVE THE SITE, AND (B) ANY PRODUCTS THAT YOU PURCHASE OR ATTEMPT TO PURCHASE VIA THE SITE SHALL BE AS EXPRESSLY SET FORTH IN OUR RETURN AND CANCELLATION POLICIES.

12. INDEMNIFICATION

To the extent permitted by law, you agree to indemnify, defend and hold Solstice Sunglasses, Solstice's vendors, and its and their affiliates and related entities and their respective directors, officers, employees and agents harmless

from and against any liability, loss, claim, expense, damage, and cost, including reasonable attorneys' fees, arising from or related to your access to or use of this Site. The foregoing indemnification obligation shall survive termination of these Terms and the operation of the Site or any product or service provided to you arising out of or relating to your use of the Site.

13. TERMINATION

These Terms are effective until terminated by Solstice. Solstice may terminate these Terms without notice and at any time in connection with all or part of the Site. In the event of termination, you are no longer authorized to access those parts of the Site, and the restrictions imposed on you with respect to the Content, and the disclaimers, indemnities, and limitations of liabilities set forth in these Terms shall survive termination.

Solstice shall also have the right without notice and at any time to terminate some or all of the Site or any feature or portion thereof, or any products or services offered through them, or to terminate any individual's right to access or use of the Site or any feature or portion thereof.

14. DISPUTES

Any dispute or claim relating in any way to your access and use of this Site, or to any products or services sold or distributed through this Site will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

For all disputes whether pursued in small claims court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to Solstice Sunglasses Customer Service 300 Lighting Way Suite 400 Secaucus, NJ 07094. We each agree to negotiate your claim in good faith. If we are unable to resolve the claim within 60 days after we receive this claim description, you may pursue your claim in arbitration (or in small claims court, if applicable). We each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue through any lawful means, including in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law.

Either you or we may start arbitration proceedings. You must send a letter requesting arbitration and describing your claim to our registered agent, Solstice Sunglasses Legal Department 300 Lighting Way Suite 400 Secaucus, NJ 07094. The arbitration will be conducted by a neutral arbitrator mutually agreeable to both of us. If we cannot agree on the selection of an arbitrator within 30 days of the date that the request for arbitration was received by Corporation Service Company, the Dispute will be arbitrated by JAMS arbitration services. Unless we agree to use a different set of rules, the arbitrator will use the applicable JAMS arbitration rules. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-JAMS.

Upon filing of the arbitration request, we will pay all filing, administration, and arbitrator fees for the arbitration proceeding. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. Payment of all filing, administration and arbitrator fees will be governed by the JAMS rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location

WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. WE EACH WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. WE EACH MAY SEEK RELIEF ONLY ON BEHALF OF OURSELVES AND ONLY TO THE EXTENT NECESSARY TO REMEDY OUR INDIVIDUAL CLAIMS. THIS CLASS ACTION WAIVER IS A MATERIAL AND ESSENTIAL PART OF AND CANNOT BE SEVERED FROM THIS ARBITRATION

PROVISION. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION. IF A CLAIM OR ACTION PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

15. GOVERNING LAW

Access to or use of the Site shall not be construed as Solstice's purposeful availing of the privilege or benefits of doing business in any state or legal jurisdiction other than the State of New York. These Terms, and any claim or action arising out of or relating to these Terms, shall be governed by and construed in accordance with the Federal Arbitration Act, applicable federal law, and the laws of the State of New York without regard to conflicts of law provisions; provided, however, that if you are a resident of the State of New Jersey, these Terms, and any claim or action arising out of or relating to these Terms, shall be governed by and construed in accordance with the Federal Arbitration Act, applicable federal law, and the laws of the State of New Jersey, without regard to conflicts of law provisions. If any claim or action proceeds in court rather than through arbitration, sole and exclusive jurisdiction for any such claim or action shall be in the state courts of the State of New York for the County of New York and the federal courts for the U.S. District Court for the Southern District of New York; provided, however, that if you are a resident of the State of New Jersey, sole and exclusive jurisdiction for any such claim or action shall be in the state courts of the State of New Jersey for the County of Gloucester and the federal courts for the District of New Jersey.

16. MISCELLANEOUS

These Terms constitute the entire, full and complete agreement between yourself and Solstice with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. You agree that Solstice shall not be liable to you or any third party for any modification, suspension or discontinuance of the Site. Each section, paragraph, part, term, and/or provision of these Terms shall be considered severable; and if, for any reason, any provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such provision shall not impair the operation, or have any other effect upon, other provisions of these Terms as may remain otherwise intelligible, and the latter shall continue to be given full force and effect to bind you and Solstice; and said invalid provisions shall be deemed not to be part of these Terms. No waiver by Solstice of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Solstice.

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

The present Terms can be downloaded as PDF.

CONTACTING US

Please feel free to contact us with any comments, questions, complaints or suggestions you may have regarding our products or the Site by sending an e-mail customersupport@solsticesunglasses.com