

Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE ("CONDITIONS OF USE") CAREFULLY BEFORE USING THIS WEBSITE.

Access to and use of this website and the products and services available through this website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Conditions of Use"). By using the Services, you are agreeing to all of the Conditions of Use, which, together with the Privacy Notice, may be updated by us from time to time without notice. You should check this page regularly to take notice of any changes we may have made to the Conditions of Use.

Do check the details of your purchase before checking out and please ensure that your prescription has been issued by a registered optometrist within the last 1 year. Also, remember to inform the optometrist about your intention to buy spectacles online. Please [read](#) the guidelines on what constitutes a valid prescription.

1. Intellectual Property

1.1 Logos of WORKSafeRx, , SWORKE and Kleanlens are registered trademarks of PDS International Pte Ltd (Trade Marks). All material on this website, including the text, information, graphics, logos, design, layout, downloads, pricing, products and services (Content) is owned by PDS. You must not reproduce, transmit, adapt, distribute, sell, modify, publish or store Content or Trademarks for any purpose, other than with the prior written consent of PDS, or as permitted by law. All rights of PDS are reserved.

1.2 All trademarks or registered trademarks used on this website to describe third parties and their products belong to the respective third parties.

2. Linking and Third Party Content

You must not link to, frame or mirror any part of this website without PDS's written authorisation.

3. Terms of Sale

3.1 By placing an order you are offering to purchase a product and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are subject to any delays resulting from postal delays or

force majeure for which we will not be responsible. Entering an **incomplete or incorrect** address may result in complication such as lost or delayed shipping. For errors in prescription after making payment, kindly send your invoice details along with the corrected prescription to: enquiry@safetyrx.com.sg

3.2 When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order. This email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us for the purchase of the goods will not be formed until your payment has been approved by us and we have debited your credit or debit card.

3.3 PDS shall not be held responsible or liable for any delay or failure in performance arising as a result of any occurrence or contingency beyond its reasonable control, including but not limited to, accident, act of God, acts of the public enemy, earthquake, fire, flood, labour dispute, riots, civil commotion, war (declared or not), requirements or acts of any government or agency thereof.

4. Pricing and Availability

4.1 All prices and delivery charges listed on this website are exclusive of GST, all other duties, fees, taxes, costs of delivery, packaging and insurance costs which shall be charged separately.

4.2 All prices are subject to increase by PDS for any variation in the delivery schedule, design, quantities or specification of the goods made at your request, or any delay caused by you.

4.3 Whilst we try and ensure that all details, descriptions and prices which appear on this website are accurate, errors (including processing errors) may occur. If we discover an error in the price or payment of any goods which you have ordered we will inform you (via email or a call) of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If the order is cancelled and you have already paid for the goods, you will receive a full refund.

4.4 This website may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We reserve the right to refuse to fill any orders that you may place based on

information on this website that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, or return policies.

5. Product Details

This website may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

6. Payment

Upon receiving our order, we carry out a standard pre-authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. The goods will not be dispatched until this pre-authorization check has been completed. Your card will be debited once the order has been accepted.

7. Coupon

We may from time to time offer promotional coupon codes which may apply in respect of any, or certain specified, purchases made through this website. The terms of use relating to any discount code will be specified at the time of issue.

8. Returns & Refunds

8.1. PDS do not accept returns and exchanges. We recommend that you check through your items and prescription before placing an order with us.

9. Liability and Warranties

9.1 WORKSafeRX and SWORKE eye protectors are warranted by PDS for a period of no more than one (1) year from the date of purchase against manufacturing defects in materials and /or workmanship.

For this warranty to apply, purchases must have been made from this website. The warranty is valid only to the original purchaser with a proof of purchase from safetyrx.com.sg. Please refer to the [FAQ](#) page for the full warranty policy.

YOUR WARRANTY IS ONLY VALID WITH A PROOF OF PURCHASE

Warranty Claims: visit our service centre with your eyewear and proof of purchase. If you are required to ship your defective product, pack your sunglasses carefully (if possible, within the original case and packaging) to avoid damage in shipment and send them postage paid via appropriate shipping companies, or any other method that allows the product to be traced if lost to your local distributor. PDS will not be responsible for any damages incurred due to improper packaging or products lost in transit. Be sure to include a proof of purchase with your shipment.

PROVIDED THAT

(i) the liability of PDS shall not arise unless you demonstrate to PDS reasonable satisfaction that the goods have, prior to use, been properly stored and handled and subsequently have not been used in any unusual or abnormal way or in a manner contrary to any instructions or recommendations for use provided by PDS;

(ii) the liability of PDS shall in no event exceed the purchase price of the goods;

(iii) performance of any one of the above options [as limited by (ii) above] shall constitute an entire discharge of PDS's liability under this warranty.

9.2 PDS further undertakes that, insofar as the goods are not of its own manufacture, it will pass on to you the benefit of any guarantees or indemnities given to it in respect of such the goods by its own suppliers.

9.3 Save as provided in clause 9.1 and 9.2 above,:

(i) all conditions and warranty, expressed or implied, as to quality or fitness for any purpose of the goods are hereby expressly excluded;

(ii) PDS shall not be liable for any loss or damage (whether direct, indirect or consequential) howsoever arising which may be suffered by you and you indemnify PDS against any and all losses, liabilities, claims, costs and expenses (including legal expenses) made against or incurred by PDS in relation to any third party claims arising out of or in connection with the supply of PDS's products; and

(iii) it is hereby expressly declared that any statements as to quality made by PDS do not form part of the description of the goods.

9.4 The application, use and processing of the goods is the absolute responsibility of you and you shall be deemed to have carried out its own tests to ensure the suitability of the goods for their intended purposes and applications. All recommendation and advice given by or on behalf of PDS to you as to the methods of storing, applying or using the goods, the purposes to which the goods may be applied, and the suitability of using the goods in any process or in conjunction with any other materials are given without liability on the part of PDS, its servants or agents.

10. Conduct

10.1 You must not:

(a) use this website in breach of any applicable laws or regulations;

(b) use this website to harm, abuse, harass, stalk, threaten or otherwise offend others;

(c) interfere with, disrupt, or create an undue burden on this website;

(d) upload, post, transmit or otherwise make available any material that:

1. is not your original work, or which may infringe the intellectual property or other rights of another person;
2. is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
3. includes an image or personal information of another person unless you have their consent;
4. you know or suspect, or should reasonably know or suspect, to be false, misleading or deceptive;
5. contains large amounts of untargeted, unwanted or repetitive content; or
6. contains financial, legal, medical or other professional advice.

(e) If you believe that a user has breached any of the above conditions, please contact us.

10.2 PDS reserves the right to block or suspend any user of its website, and to modify or remove any material uploaded, posted, transmitted or otherwise made available on this website by any user, without notice. By uploading, transmitting, posting or otherwise making available any material via this website, you grant PDS a non-exclusive, worldwide, royalty-free, perpetual licence to use, reproduce, edit and exploit the material in any form and for any purpose.

10.3 PDS is not responsible for, and accepts no liability with respect to, any material uploaded, posted, transmitted or otherwise made available on this website by any person other than PDS. PDS does not endorse any opinion, advice or statement made by any person other than PDS.

10.4 You agree to indemnify PDS and each of the officers, employees, agents, contractors, suppliers and licensors (collectively Affiliates) of PDS in respect of any liability, loss or damages (including all legal and other costs on a full indemnity basis) suffered or incurred by them arising (in whole or part) out of the breach of or failure to comply with any of these Conditions of Use, or any other default or wrongful conduct in relation to the subject matter of these Conditions of Use, on the part of you or any of your Affiliates.

11. Risk and Property

11.1 Risk of damage to or loss of the goods are passed to you when the goods are delivered to or collected by you or your agent.

11.2 Notwithstanding risk in the goods passing in accordance with clause 11.1 hereof, title in the goods shall not pass to you until full payment has been received by PDS for the goods and any other goods supplied by PDS to you.

11.3 Until the title in the goods passes to you, you shall hold the goods upon trust for PDS and shall keep the goods separate from those of yours and third parties, and clearly identified as PDS's property unless you use or sell the goods in the ordinary course of business in which case you shall hold the altered goods or proceeds of sale upon trust for PDS.

11.4 When payment of any sum due to PDS from you becomes overdue or when you become insolvent goes into liquidation, has a winding up order made against it or has an administrator or administrative receiver appointed over its assets, income

or any part thereof or enters into an arrangement with its creditors, all sums owed to PDS shall become immediately due and payable and PDS shall have the right to recover and resell the goods and may enter your premise by its servants or agents for that purpose.

12. Claims for Loss or Defect

12.1 You shall inspect the goods immediately upon delivery and shall within 7 days from such delivery, give notice in writing to PDS of any shortage, breakage, defect or any other matter or thing by reason whereof it is alleged that the goods are not in accordance.

12.2 The goods in respect of which you make any claim hereunder shall be preserved intact as delivered and PDS or its agents shall have the right to attend your premises to investigate the complaint.

12.3 If you fail to give notice or to preserve the goods as required pursuant to paragraphs 12.1 and 12.2 above, the goods shall be conclusively presumed to be in all respects in accordance and free from any defect and you shall be deemed to have accepted the goods accordingly.

13. Disclaimer

By accessing our website, you assume all risks associated with its use, including but not limited to the risk that your computer, software or data may be damaged by any virus transmitted by this website or by any Third Party Content or Third Party Website. To the extent permitted by law, all warranties, conditions and claims (whether express or implied) arising out of or in any way connected with this website are hereby excluded. By accessing our website, you agree to indemnify PDS for any loss, damage, costs or expenses whatsoever suffered by any person or entity arising out of or in any way connected with your access to this website.

14. Account

If you use any of our Services, you are responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account or password.

15. Outages

PDS reserves the right to cease, interrupt or withdraw your access to the site for any reason, including without limitation, for upgrades and maintenance of the site.

16. Privacy Policy

Our privacy policy, which sets out how we will use your information, can be found at our Privacy Policy page. The Terms & Conditions are subject to PDS's Privacy Policy. By using this website, you agree to the Privacy Policy. PDS international reserve the rights to amend our private policy and Terms & Conditions at any time without prior notice.

17. Contact

If you have any queries regarding these terms and conditions, please contact us at enquiry@safetyrx.com.sg

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