



CREDIT APPLICATION

FAX: 866-364-0913

Phone: 888-259-9218

I. ACCOUNT INFORMATION

Name of Legal Entity	Telephone ()	Fax ()
Bill-To Address (statement will be mailed here)	City / State / Zip	Business Office Contact Person
Ship-To Address (if different than above)	City / State / Zip	
Exempt From Sales Tax? <input type="radio"/> N <input type="radio"/> Y (If yes, please complete Sales Tax Exemption Certificate)	Business E-mail Address	

II. BUSINESS ORGANIZATION Note: either Federal Tax ID or SSN is required.

Company Organization <input type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> PA		State of Business Formation
Business Type <input type="radio"/> O.D. <input type="radio"/> M.D. <input type="radio"/> Optician <input type="radio"/> Wholesale <input type="radio"/> Government <input type="radio"/> Retail		Date of Business Formation
CHOOSE ONE:	<input type="radio"/> Federal Tax I.D. (preferred) <input type="radio"/> Social Security Number	Enter I.D. Number Here
Name of Buying Group / Buying Group Member I.D. #		
Name of Business Owner #1	City / State / Zip	Telephone ()
Name of Business Owner #2	City / State / Zip	Telephone ()

III. TRADE REFERENCES (such as current wholesale lab supplier)

1. Company Name	Contact	Account Number
Address	City / State / Zip	Telephone ()
2. Company Name	Contact	Account Number
Address	City / State / Zip	Telephone ()

IV. REQUIRED SIGNATURE

I authorize ESSILOR OF AMERICA and/or its related entities to obtain credit information from the above listed references and from any credit-reporting agency. **I have read the Terms and Conditions on the reverse side hereof and I acknowledge that such terms and conditions govern my relationship with Essilor of America and/or its related entities. My signature below indicates my acceptance of and agreement to those terms and conditions and my personal guarantee of Buyer's obligations.**

Signature _____ Print Name _____ Date _____

SALES CONSULTANTS ONLY ~ REQUIRED FOR PROCESSING

Sales Manager Name:	Sales Manager #:	<i>If applicable, select processing capabilities:</i> <input type="radio"/> Surface / Edge / AR <input type="radio"/> Surface / Edge <input type="radio"/> AR Coating (only) <input type="radio"/> Edge & Mount (only)
Buying Group:		Buying Group Member #:
Initial Opening Order Amount:		Initial Price Column:

INTERNAL USE ONLY

Customer Account Number	Bill-To Account Number
Customer Class	Credit Limit



TERMS AND CONDITIONS OF APPLICATION

The terms and conditions of sale set forth shall apply to all purchases by BUYER from ESSILOR OF AMERICA, L.P. or ESSILOR OF AMERICA, INC., as applicable, and/or their related entities (herein referred to as ESSILOR), unless specifically agreed to in writing by ESSILOR. These terms and conditions apply to any purchase order (or written, telephonic or other communication placing an order with ESSILOR for one or more products, accessories, services or parts) issued by BUYER to ESSILOR. ESSILOR does not accept, and hereby rejects and objects to, any printed provision(s), term(s), or other document(s) issued by BUYER which are in any way inconsistent with, different from, additional to or modify the provisions herein unless otherwise specifically agreed to in writing by ESSILOR. Any order submitted by BUYER is subject to acceptance by ESSILOR.

PRICES AND PAYMENTS

Prices stated are net of any taxes applicable to the goods sold F.O.B. ESSILOR's plant. ESSILOR's invoices or monthly billing statements will add any applicable taxes imposed by local and federal government and cost of shipping and insurance to the goods. Invoices shall be submitted to BUYER by ESSILOR upon shipment of products or at the end of each month as agreed upon by both parties. BUYER shall be responsible for all taxes, handling and shipping charges, including insurance, whether billed at the time of shipment or not. Title to and risk of loss of products shall pass to BUYER upon delivery to a common carrier or private carrier for shipment to BUYER.

BUYER agrees to pay ESSILOR at the designated address referred to on the monthly billing statement. Payment is due, and must be received, net thirty (30) days from the date of monthly statement. Any dispute concerning the amount of any invoice must be raised within thirty (30) days of the receipt of the invoice and BUYER must use its best efforts to resolve any such dispute within sixty (60) days of receipt of the invoice. Prompt payment discounts are allowed only in strict accordance with any terms shown on your statement. All amounts due and owing not received within the stated time period will be considered delinquent and will be subject to a late payment penalty at the rate of 1.25% per month or the highest rate permitted by applicable law, which ever is less, from the due date until paid in full.

Should it be necessary to refer this account for collection, BUYER agrees to pay reasonable attorney, court and collection fees, including on appeal. Furthermore, both parties agree that should legal action be initiated or received, such action may be governed by the laws of the State of Texas (excluding the laws thereof with respect to conflict of laws), and any such action may be pursued in the jurisdiction of the appropriate court(s) in Dallas County, Dallas, Texas.

FINANCIAL CONDITION

ESSILOR may cancel or suspend this order, if, in ESSILOR's judgment, BUYER's financial condition does not justify the credit term of any payment specified, in which case ESSILOR may cancel any unfilled orders unless BUYER shall, upon written notice, immediately pay for all goods delivered, pay overdue amounts, or pay in advance for all goods ordered but not delivered. BUYER grants to ESSILOR a security interest in the products purchased and any proceeds from resale of such products as security for the payment to ESSILOR of the purchase price of the products.

PERSONAL GUARANTY

In consideration for the extension of credit by Essilor of America, Inc., I hereby personally guarantee the performance, payment and all other obligations of Company to Essilor. I own part or all of Company and Essilor's extension of credit to Company benefits me personally.

Upon any default by Company, Essilor may, at its option, proceed immediately against me without proceeding against Company.

My liability is primary and will be unaffected by any settlements, compromises, renewals, modifications and extensions given to Company. I waive all notices of any kind and further waive any rights to demand and presentment. This guarantee inures to the benefit of Essilor and its successors and assigns.



SALES TAX EXEMPTION CERTIFICATE

Version 2002.1

This exemption certificate is issued by the purchaser as part of a new account application to do business with Essilor of America, Inc or Essilor of America, LP. The exemption is deemed to cover purchases from both entities.

I. REGISTERED IDENTITY

I certify that an exemption from sales tax is being exerted by the entity described in the account information described on the face of the accompanying Essilor Laboratories New Account Application. The entity is engaged in business as a registered:

Please select one of the indicated business types and mark your selection with an "X".

Wholesaler
 Manufacturer
 Retailer
 Seller

and is registered to collect sales taxes with the following states within which your firm will deliver purchases to us and that our purchases are for wholesale, resale, ingredients or components of a new product or service to be resold in the normal course of business.

II. TYPE OF BUSINESS

Purchaser certifies that they are in the business as a one of the following:

Please select all that are appropriate by marking with an "X".

Optical Laboratory
 Optician
 Optometrist
 Ophthalmologist
 Other: _____
Please describe.

III. DESCRIPTION OF PURCHASES

Description of tangible property or service to be purchased:

Please select all that are appropriate by marking with an "X".

Prescription Lens
 Stock Lens
 Eyeglass Frames
 Contacts
 Other: _____
Please describe.

IV. STATES

Complete with State Registration Number, Seller's Tax Permit Number, or other State issued ID number on the appropriate State Line. This number will usually be the number on your Sales Tax Permit:

Alabama _____	Illinois _____	Nebraska _____	South Dakota _____
Arkansas _____	Iowa _____	Nevada _____	Tennessee _____
Arizona _____	Kansas _____	New Jersey _____	Texas _____
California _____	Kentucky _____	New Mexico _____	Utah _____
Colorado _____	Maine _____	North Dakota _____	Vermont _____
Connecticut _____	Maryland _____	Oklahoma _____	Washington _____
Georgia _____	Michigan _____	Rhode Island _____	Wisconsin _____
Hawaii _____	Minnesota _____	South Carolina _____	Dist of Columbia _____
Idaho _____	Missouri _____		

*Please contact the New Accounts Desk if you are located in either FL, IN, LA, MA, MS, NY, NC, OH, PA, VA, WV or WY for a copy of the appropriate certificate.

**Form is not required if you are located in AK, DE, MT, NH or OR as these states do not impose a sales tax. (US Territories and Canada are excluded from this form.)

V. SIGNATURE

I further certify that if any property or service so purchased tax free is used or consumed by the purchaser as to make it subject to a sales or use tax purchaser will pay the tax directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which purchaser may hereafter give seller, unless otherwise specified, and shall be valid until canceled by purchaser in writing or revoked by the city or state. **Under** penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Signature _____ Print Name _____

Business Name _____ Date _____