



HOYA NEW ACCOUNT APPLICATION

I. Select Laboratory of Choice

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|------------------------------------|-----------------------------------|--------------------------------------|------------------------------------|
| <input type="checkbox"/> Atlanta | <input type="checkbox"/> Dayton | <input type="checkbox"/> Los Angeles | <input type="checkbox"/> San Diego |
| <input type="checkbox"/> Bethel | <input type="checkbox"/> Eugene | <input type="checkbox"/> Modesto | <input type="checkbox"/> Seattle |
| <input type="checkbox"/> Chicago | <input type="checkbox"/> Hartford | <input type="checkbox"/> New Orleans | <input type="checkbox"/> St. Louis |
| <input type="checkbox"/> Cleveland | <input type="checkbox"/> Largo | <input type="checkbox"/> Portland | <input type="checkbox"/> Other |
| <input type="checkbox"/> Dallas | <input type="checkbox"/> Lewiston | <input type="checkbox"/> San Antonio | _____ |

II. Account Information

Name of Legal Entity		Telephone ()	Fax ()
Ship To Address City/State/Zip (9 digit zip code, if known)		County	Office Contact Name
Exempt From Sales Tax? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please complete Sales Tax Exemption Certificate)		Tax District	Business Email Address

III. Business Organization

Company Organization Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> PA <input type="checkbox"/>		Member of Buying Group <input type="checkbox"/> No <input type="checkbox"/> Yes
Business Type O.D. <input type="checkbox"/> M.D. <input type="checkbox"/> Optician <input type="checkbox"/> Wholesale <input type="checkbox"/> Government <input type="checkbox"/> Industrial <input type="checkbox"/> VSP <input type="checkbox"/>		Name of Buying Group
State of Business Formation	Date of Business Formation	Federal Tax I.D.
Name of Business Owner		Telephone ()
Address City/State/Zip (9 digit zip code, if known)		Fax # ()
Name of Business Owner #2		Telephone ()
Address City/State/Zip (9 digit zip code, if known)		Fax # ()
		Existing HOYA Account #

IV. Trade References

Name of Business	Account #	Telephone ()
Address City/State/Zip		
Name of Business	Account #	Telephone ()
Address City/State/Zip		

V. Billing Information

Buying Group <input type="checkbox"/>	Name of Buying Group	
Address of Buying Group		
Name of Bill to	Telephone ()	Fax # ()
Address: City/State/Zip (9 digit zip code, if known)		
Payment Method <input type="checkbox"/> Check <input type="checkbox"/> Credit Card		

VI. Signature

I authorize HOYA Laboratories 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 HOYA Laboratories of America and/or its related entities. My signature below indicates my acceptance to those terms and conditions and my personal guarantee of Buyer's obligations. By my signature, I also certify that all information in this application is true and correct and that I am authorized to make this application.

Signature	Printed Name	Date
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SALES CONSULTANTS ONLY ~ REQUIRED FOR PROCESSING

Is this a chain location? <input type="checkbox"/> No <input type="checkbox"/> Yes	Name of Chain	If applicable, select processing capabilities: <input type="checkbox"/> Surface/Edge/AR <input type="checkbox"/> Surface/Edge <input type="checkbox"/> AR Coating (only) <input type="checkbox"/> Edge & Mount (only)
Is this a franchise <input type="checkbox"/> No <input type="checkbox"/> Yes	Name of Franchise	

INTERNAL USE ONLY

Customer Account Number	Bill To Account Number	Discount/Price List	Buying Group Number
Credit Limit	Credit Manager Approval	Sales Manager/RVP Approval	Tax Manager Approval
Taxable? <input type="checkbox"/> No <input type="checkbox"/> Yes	Tax Code	Tax Resale #	Resale Expiration Date

FAX COMPLETED APPLICATION TO: HOYA CREDIT DEPARTMENT at 972-353-1723
651 E. Corporate Drive, Lewisville, TX 75057

Acceptance of Terms: This agreement consists of the following Terms and Conditions as well as the information set forth on the face of this document. By acc

LAB REMAKE

The original prescription or invoice number and date must be returned with the lenses and/or frame. Please provide specific details about the reason for the remake.

Rx CANCELLATION / Rx CHANGES

If lenses are not yet in process, prescription changes can be made at no charge. If lenses are already in process, 50% credit will apply. If lenses have shipped no cancellation credit will be given.

NO FAULT DOCTOR REMAKE

Finished Jobs: We offer a one-time remake warranty for a doctor's change within one year of the original invoice on finished prescriptions. Lenses must be returned for credit to be issued. If the order is more than 120 days old, a \$5.95 re-processing fee will be charged.

Uncut Jobs: We offer 50% off price for a doctor's change or edging error within 120 days of the original billing date. Lenses must be returned and 50% credit will be issued on the lesser amount of the two prescriptions.

RETURNS AND CREDITS

Credits will be issued upon receipt of original lenses. To ensure proper credit, please attach a completed, preprinted return label referencing your account number, the original invoice number and/or patient name. To help us keep shipping cost and prices down, please attach returned lenses with your next frame to come order.

FRAMES

Patient's own frames will be processed at doctor's risk.

SHIPPING AND DELIVERY

Transportation and customary shipping charges of \$1.70 are applied per Rx. SPECIAL DELIVERY WILL BE ASSESSED AN ADDITIONAL CHARGE. A fuel surcharge may be applied by national air-freight couriers based on national fuel rates and indexes.

VOLUME DISCOUNT SCHEDULE

Monthly Qualifying Prompt Pay Purchases	Discount
\$4,000 or Greater	20%
\$2,500 - \$3,999	15%
\$1,000 - \$2,499	10%
Up to \$999	2%

In order to qualify for the prompt pay discount, payment in full must be made by the 15th of the month following the statement date. Qualifying purchases include all eyeglass Rx invoices, both finished and uncut. Order for net Rx packages, stock lenses, stock frames on Rx, non-prescription sunglasses, cases, and miscellaneous accessories are discounted on invoice if applicable. They do not receive additional statement discount.

PAYMENT TERMS & TAXES

Payments are due in full by the 15th day of the month. All past due invoices over 30 days are subject to a 1.5% finance charge per month. Taxes will be charged where applicable based on information supplied by customer.

WARRANTIES

PROGRESSIVE LENS WARRANTY

We offer a **1 year HOYA Patient Satisfaction Guarantee**. Should a patient become dissatisfied with their HOYA progressive lenses within 365 days of invoice, we will remake the progressive lenses with a fitting change, one time, at no charge. Should the patient still not adapt after the no charge replacement, we will remake the prescription into conventional lenses at full charge on the invoice and credit the original. HOYA Progressive lenses are NOT required to be returned. All other progressive lens brands receive the same warranty coverage up to 120 days from delivery. All other progressive lens brands ARE required to be returned.

SCRATCH RESISTANT COATING WARRANTY

We will warrant HOYA all double-sided **Clarity Shield Scratch Coated Lenses and HOYA Phoenix Lens material** against scratch defects for the life of the patient's prescription up to 2 years from the original date of the patient invoice. We will replace the lenses and coating as many times as requested at no charge, providing the prescription remains the same in the same frame. Other manufacturers scratch coatings are warranted against scratch defects for the life of the patient's prescription up to 1 year from the original date of the patient invoice. We will replace the lenses and coating one time, at no charge, providing the prescription remains the same in the same frame. Lenses ARE required to be returned. The scratch resistance warranty does not apply to safety frames due to the harsh environment

ANTI-REFLECTION WARRANTY

HOYA Super HiVision

Warranted for the life of the patient's prescription up to 2 years from the original date of the patient invoice. We will provide unlimited replacement of the lenses and coating at no charge, providing the prescription remains the same in the same frame. Lenses are NOT required to be returned.

HOYA HiVision

Warranted for the life of the patient's prescription up to 2 years from the original date of the patient invoice. We will replace the lenses and coating up to 2 times, at no charge, providing the prescription remains the same in the same frame. Lenses are NOT required to be returned.

HOYA Premium

Warranted for the life of the patient's prescription up to 2 years from the original date of the patient invoice. We will replace the lenses and coating one time, at no charge, providing the prescription remains the same in the same frame. Lenses are NOT required to be returned.

All other A/R brands

Warranted for the life of the patient's prescription up to 1 year from the original date of the patient invoice. We will replace the lenses and coating one time, at no charge, providing the prescription remains the same in the same frame. HOYA will honor other manufacturers' A/R warranties, but will require a \$9.95 handling and processing fee to administer and outsource. Lenses ARE required to be returned.

POLICIES, TERMS, AND CONDITIONS

ACCEPTANCE OF TERMS: This agreement consists of the following Terms and Conditions as well as the information set forth on the face of this document. By accepting delivery of the goods shown on this document, Customer acknowledges that he or she has read and agrees to all Terms and Conditions of this agreement (hereafter the "Hoya Terms and Conditions"). If the Customer has submitted a Hoya Credit Application, the terms and conditions contained therein are incorporated as if fully set forth herein. No Terms or Conditions herein or in the Hoya Credit Application may be changed except by written consent of either an Officer or the Manager of Credit Services of Hoya. Any counter offers with terms and/or conditions different from the Hoya Terms and Conditions are expressly rejected.

LAB REMAKES: Lenses made incorrectly will be re-made for 180 days from the date of the original invoice. The invoice number and date of the original Rx must be returned with lenses and/or frame. Credit will be issued inspection of the incorrect lenses.

Rx CANCELLATION / Rx CHANGES: If lenses are not yet in process, prescription changes can be made at no charge. If lenses are already in process, 50% credit will apply. If lenses have shipped, no cancellation credit will be given.

NO FAULT DOCTOR REMAKE: Finished Jobs: Hoya Vision Care will offer a 50% remake for a doctor's change within one year of the original invoice on finished prescriptions. Hoya will credit 50% of the lesser invoice. Lenses must be returned for credit to be issued. Credit will be issued upon receipt and inspection of the lenses. **Uncut Jobs:** Hoya Vision Care offers 50% off for a Doctor's change, within 120 days of the original invoice date Lenses must be returned for credit to be issued.

CREDITS: Credits will be issued upon receipt of original lenses. To ensure proper credit, please attach a completed, preprinted return label referencing your account number, the original invoice number and/or patient name. To help us keep shipping cost and prices down, please attach returned lenses with your next frame to come order.

FRAMES: Patient's own frames will be processed at doctor's risk.

PRICES

PRICES: Product prices are subject to change at any time prior to Hoya's acceptance of customer's order. Unless prices are changed by Hoya in accordance with these Terms, Product prices for an order remain valid for ninety (90) days from original order date unless otherwise quoted by Hoya.

SHIPPING AND DELIVERY: Hoya will deliver Products by arranging shipping to the receiving area at the "ship to" address specified in Customer's order. If Hoya is unable to meet Customer's Product delivery requirements, Customer may cancel that order, and such cancellation is Customer's sole remedy as to Hoya. Transportation and customary shipping charges of \$1.70 are applied per Prescription. Special delivery will be assessed an additional charge. A fuel surcharge may be applied by national air-freight couriers based on national fuel rates and indexes. All sales are FOB Hoya shipping dock.

VOLUME DISCOUNT SCHEDULE:

Monthly Qualifying Prompt Pay Purchases	Discount
\$4,000 or Greater	20%
\$2,500 - \$3,999	15%
\$1,000 - \$2,499	10%
Up to \$999	2%

In order to qualify for the prompt pay discount, payment in full must be made by the 15th of the month following the statement date. Qualifying purchases include all eyeglass Rx invoices, both finished and uncut. Orders for net Rx packages, stock lenses, stock frames on Rx, non-prescription sunglasses, cases, and miscellaneous accessories are discounted on invoice if applicable. They do not receive an additional statement discount

PAYMENT TERMS & TAXES: Customer agrees to pay, without offset, all invoiced amounts. Hoya may change credit or payment terms for unfulfilled orders if, in Hoya's reasonable opinion, Customer's financial condition, previous payment record, or relationship with Hoya merits such change. Hoya may discontinue performance if Customer fails to pay any sum due, or if after ten (10) days written notice Customer has not cured any other failure to perform under these Terms. Hoya retains a security interest in Products until payment. Customer shall execute any paperwork required by Hoya to effectuate any such security interest. Payments are due in full by the 15th day of the month. All past due invoices over 30 days are subject to a 1.2% finance charge per month. Prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees. Hoya may be required by law to charge and collect state and local sales tax in certain states. Customers must have a state sales tax exemption certificate on file with Hoya to avoid state sales tax charges. Absent such a certificate on file with Hoya, Customer will be charged, and will be responsible for paying, sales tax.

WARRANTIES

WARRANTIES: Except as set forth herein, Hoya makes no other express or implied warranties, including any warranty of fitness for a particular purpose with respect to such products. Hoya makes no express or implied warranties, including any warranties of merchantability or fitness for particular purpose, with respect to products not manufactured by Hoya.

PROGRESSIVE LENS WARRANTY: We offer a 120 day HOYA Patient Satisfaction Guarantee. Should a patient become dissatisfied with their HOYA progressive lenses within 120 days of invoice, we will remake the progressive lenses with a fitting change, one time, at no charge. Should the patient still not adapt after the no charge replacement, we will remake the prescription into conventional lenses at full charge on the invoice and credit the original. HOYA Progressive lenses are NOT required to be returned. All other progressive lens brands receive the same warranty coverage up to 60 days from delivery. All other progressive lens brands ARE required to be returned.

SCRATCH RESISTANT COATING WARRANTY: We will warrant HOYA all double-sided Clarity Shield Scratch Coated Lenses and HOYA Phoenix Lens material against scratch defects for the life of the patient's prescription up to 24 months from the original date of the patient invoice. We will replace the lenses and coating as many times as requested at no charge, providing the prescription remains the same in the same frame. Other manufacturers scratch coatings are warranted against scratch defects for the life of the patient's prescription up to 1 year from the original date of the patient invoice. We will replace the lenses and coating one time, at no charge, providing the prescription remains the same in the same frame. Lenses ARE required to be returned. The scratch resistance warranty does not apply to safety frames due to the harsh environment

ANTI-REFLECTION WARRANTIES

HOYA Super HiVision: Warranted for the life of the patient's prescription up to 24 months from the original date of the patient invoice. We will provide unlimited replacement of the lenses and coating at no charge, providing the prescription remains the same in the same frame. Lenses are NOT required to be returned.

HOYA HiVision: Warranted for the life of the patient's prescription up to 24 months from the original date of the patient invoice. We will replace the lenses and coating up to 2 times, at no charge, providing the prescription remains the same in the same frame. Lenses are NOT required to be returned.

HOYA Premium: Warranted for the life of the patient's prescription up to 24 months from the original date of the patient invoice. We will replace the lenses and coating one time, at no charge, providing the prescription remains the same in the same frame. Lenses are NOT required to be returned.

All other A/R brands: Warranted for the life of the patient's prescription up to 1 year from the original date of the patient invoice. We will replace the lenses and coating one time, at no charge, providing the prescription remains the same in the same frame. HOYA will honor other manufacturers' A/R warranties, but will require a \$9.95 handling and processing fee to administer and outsource. Lenses ARE required to be returned.

OTHER

DISCLAIMER OF DAMAGES: Hoya shall not be responsible for damage to its products, or damage caused by its products, resulting from improper use, maintenance, or unintended use. In no event will Hoya be liable, whether arising under contract, tort (including negligence), strict liability, any statutory remedy, or any other cause of action whatsoever, for any special, incidental, or consequential loss or damage of any nature, arising at any time from any cause whatsoever. Hoya's cumulative maximum liability under this agreement arising from any cause whatsoever, including but not limited to breach of contract, quasi-contract, tort (including negligence), strict liability, any other statutory remedy, breach of warranty, or any other cause or form of action whatsoever will not exceed the price of the product sold.

FORCE MAJEURE: Hoya shall not be liable for any expense, loss, or damage resulting from delay or prevention of performance caused by fires; floods; Acts of God; strikes; labor disputes; labor shortages; lack of or reasonable inability to obtain materials, fuel, supplies, or equipment; riots; thefts; accidents; transportation delays; an act or failure to act by the Government; a major equipment breakdown; or any other cause beyond the reasonable control of Hoya.

BREACH AND REMEDIES: Any failure by the Customer to tender full payment when due, or any wrongful rejection or repudiation of the Hoya Terms and Conditions shall constitute a material breach, and shall entitle Hoya to pursue any or all of its remedies under the Uniform Commercial Code and applicable state law. Hoya's remedies are cumulative and shall include without limitation: (a) Withholding delivery of products; (b) Stopping delivery by the carrier; (c) Reselling the products and recovering damages; (d) Recovering damages for nonacceptance and/or nonpayment; (e) Canceling this agreement; and, (f) Reclaiming delivered products.

NO WAIVER: Any waiver of Hoya's rights or claims under this agreement must be in writing signed by it and given in exchange for valuable consideration.

ASSIGNMENT AND DELEGATION: No right or interest under this agreement may be assigned or delegated by Consumer without the written consent of an authorized Hoya representative.

ENTIRE AGREEMENT: The Hoya Terms and Conditions set forth herein and the Hoya Credit Application, if applicable, constitute the entire agreement between Customer and Hoya and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to modify the Hoya Terms and Conditions or any other document relating to this sale, shall become a part of this agreement without the express written consent of an authorized Hoya representative.

SEVERABILITY: If any part of this agreement is deemed unenforceable for any reason, the remainder of the agreement and the Hoya Terms and Conditions shall remain in full force and effect.

GOVERNING LAW: This agreement shall be construed under and controlled in all respects by the laws of the state of Texas. Customer agrees that personal jurisdiction and venue shall lie in Dallas or Denton County, Texas.

SURVIVAL: Any provisions in this Agreement that by their nature extend beyond the termination or expiration of any sale of products will remain in effect until fulfilled and will apply to both parties' respective successors and permitted

ATTORNEY'S FEES: In the event that any action or proceeding is brought to enforce Hoya's rights under or arising from this agreement, Hoya shall be entitled to its actual attorney's fees and court costs, unless the law of the forum state requires that the prevailing party or either party be entitled to attorneys' fees, in which event the Hoya Terms and Conditions are modified to incorporate the forum state's requirements.

TAX ID: When requested, customers must provide an accurate taxpayer identification number or social security number by submitting a form W-9, Request for Taxpayer Identification Number. This will be used for reporting information to the IRS when appropriate. We are required by law to obtain a tax identification number when making a reportable payment to you. Failure to submit a W-9 may result in federal income tax withholding and penalties applied to your account.

STATE AND LOCAL TAXES: State and local sales and use taxes are not included in the listed prices. Taxes may apply to your purchases in various states and will be added as a separate charge. If you are exempt from sales taxes, please submit documentation including a signed resale or exemption certificate. Failure to submit proper documentation may result in taxes charged on your purchases.

TAXES ON PRIZES AND AWARDS: Prizes, awards, and other payments of cash or merchandise may be subject to federal or state income taxes. HOYA will abide by all federal and state reporting requirements and report these payments to the proper authorities as required by law. Consequently, any recipient of prizes, awards, or other payments of cash or merchandise may receive a 1099 information return, or be subject to backup withholding.