



New Account Form

**MUST BE COMPLETE
TO BE CONSIDERED**

I. Select Laboratory of Choice

Primary Lab _____

2nd Choice _____

- | | | | |
|------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Asheville | <input type="checkbox"/> Dallas | <input type="checkbox"/> Lewiston | <input type="checkbox"/> Phoenix |
| <input type="checkbox"/> Atlanta | <input type="checkbox"/> Denver | <input type="checkbox"/> Los Angeles | <input type="checkbox"/> Portland |
| <input type="checkbox"/> Baltimore | <input type="checkbox"/> Eugene | <input type="checkbox"/> Minneapolis | <input type="checkbox"/> Ramsey |
| <input type="checkbox"/> Boise | <input type="checkbox"/> Greensboro | <input type="checkbox"/> Mississippi | <input type="checkbox"/> San Antonio |
| <input type="checkbox"/> Buffalo | <input type="checkbox"/> Hartford | <input type="checkbox"/> Mobile | <input type="checkbox"/> San Diego |
| <input type="checkbox"/> Chicago | <input type="checkbox"/> Knoxville | <input type="checkbox"/> Modesto | <input type="checkbox"/> Seattle |
| <input type="checkbox"/> Cleveland | <input type="checkbox"/> Largo | <input type="checkbox"/> New Orleans | <input type="checkbox"/> St. Louis |
| <input type="checkbox"/> Columbus | <input type="checkbox"/> Las Vegas | | |

Check one:

Wholesale/Distributor

ECP

Other _____
(Explain)

II. Account Information

Name of Legal Entity	Telephone ()	Fax ()
Ship To Address	City, State, Zip	Office Contact Name / Phone
Exempt From Sales Tax? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please complete Sales Tax Exemption Certificate)	Business Email Address and Website	

III. Business Ownership Information

Company Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLC	State and Date of Business Formation	Federal Tax I.D.	Social Security Number
Name of Business Owner	<input type="checkbox"/> Reflects New Ownership		Telephone ()
Address	City/State/Zip		Fax ()
Name of Business Owner #2			Telephone ()
Address	City/State/Zip		Fax ()

IV. Trade References

Existing HOYA Account # _____

Name of Business	City	State	Account #	Telephone ()
Name of Business	City	State	Account #	Telephone ()

V. Billing Information

<input type="checkbox"/> Bill Me Through My Buying Group	Buying Group Account #	Name of Buying Group	
<input type="checkbox"/> Bill Me Direct	Name of Bill To	Telephone ()	Fax ()
Address	If same address as above, please check this box <input type="checkbox"/>	City/State/Zip	
Payment Method <input type="checkbox"/> Check or Call in Credit Card <input type="checkbox"/> Please Send Me a Credit Card Auto Pay Authorization Form <input type="checkbox"/> Please Send Me a Bank Draft Auto Pay Authorization Form			

VI. Signature

The credit applicant named at the beginning of this application certifies that the foregoing information is true and correct and authorizes Hoya Optical Labs of America, or its related entities to conduct a credit bureau investigation of the applicant and agrees to all the Terms and Conditions set forth by Hoya Optical Labs of America. The person signing below certifies that he/she is authorized to sign this application on behalf of applicant and by so doing binds the applicant to the agreement and terms set forth by Hoya Optical Labs of America. Credit availability shall be at the sole discretion of Hoya Optical Labs of America. A credit bureau investigation may be run at any time and credit availability may be terminated at any time. Accounts past due will be charged a 1.2% per month finance charge. Should it become necessary to place the account for collection, the undersigned agrees to pay all reasonable collection costs and attorney fees. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified.

Tax Certification: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a US citizen or other US person. "The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding"

Signature _____ Printed Name _____ Date _____

VII. Personal Guarantee

In consideration for Hoya Optical Labs of America extending credit to the business identified below for any materials and/or services after this date at the request of applicants or its agents, the undersigned individual hereby personally guarantees unconditionally and irrevocably the prompt payment of any sums now or hereafter owed to Hoya Optical Labs of America by the business identified below whether said sums are due under open account, contract or otherwise.

Signature _____ Printed Name _____ Date _____

INTERNAL USE ONLY		
Credit Limit	Credit Approval Signature	Date
Tax Code	Tax Approval Signature	

FAX COMPLETED APPLICATION TO: 972-353-1723

EMAIL COMPLETED APPLICATION TO: accountsadmin@hoya.com

Revised: April 2019

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. Any value provided to Principal hereunder shall be provided in accordance with the provisions of the federal anti-kickback statute warranty safe harbor regulation (42 C.F.R. §1001.952(g)). Federal anti-kickback law provides for criminal and/or civil liability for Inducements related to any product for which payment may be made by a federal healthcare program or federally-funded state healthcare program, including Medicaid and Medicare (collectively, "Federally Funded Programs"). Some states have similar anti-kickback laws ("State Laws"). It is Consignee's policy to comply with all applicable laws; however, Consignee has no way of knowing whether any specific transaction will be paid by a Federally Funded Program or otherwise covered by State Laws. Accordingly, it is the Principal's sole responsibility to determine if a job is eligible or not eligible under this Agreement, and to notify Consignee of any transactions which should be excluded (including any transactions with third-party private payers which may be prohibited under State Laws or as a result of participation in Federally Funded Programs), and to ensure that the Principal does not accept any benefits under this Agreement that are prohibited. Consignee will provide the value of any discounts, rebates, or other price concessions, including use of equipment at no charge, to Principal so that Principal can comply with its obligation to properly disclose and appropriately reflect such discounts, rebates, or other price concessions on applicable cost reports or in charges to Medicare, Medicaid, and other federal health insurance programs or state health insurance programs in accordance with Section 1128B(b)(3) of the Social Security Act, 42 U.S.C. §1320a-7b(b)(3).

If Principal requires any further information, Principal may contact Consignee, and Consignee will provide such information to Principal.

LAB REMAKES: Lenses made incorrectly will be re-manufactured for 180 days from the date of the original invoice. 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. Credit will be issued upon receipt and 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 lessor 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 price for a doctor's change or edging error within 120 days of the original billing date. Lenses must be returned for credit to be issued.

***Warranties and Redos on all Third Party work will follow the Third Party's Warranty Guidelines**

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.

PRICES

PRICES: Product prices are subject to change without notice.

SHIPPING AND DELIVERY: Usual and customary shipping charges will be applied to each Rx. (See Special Services on the Price list for overnight Priority Service) All sales are FOB Hoya shipping dock. Please Note: Hoya reserves the right to charge customers 100% of the fuel surcharge applied by national air-freight couriers based on national fuel rates and indexes.

VOLUME BASED CASH DISCOUNT SCHEDULE:

Monthly Qualifying Prompt Pay Purchase	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 cash 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: Payments are due in full by the 15 day of the month.

All past due invoices over 30 days are subject to a 1.2% finance charge per month.

WARRANTIES

WARRANTIES: At Hoya Vision Care, we stand behind our quality and service 100%. Our goal is to consistently provide exceptional service and quality products at the best value. In our efforts to meet this goal, we have structured our policies to be flexible and responsive to all your needs. All of the warranties below are null and void in the event of improper care or abuse.

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. All other progressive lens brands receive the same warranty coverage up to 60 days from delivery. All non-Hoya progressive lens brands ARE required to be returned. If time period has been exceeded, see no fault Doctor Remake Policy.

SCRATCH RESISTANT COATING WARRANTY: Hoya Vision Care will warrant all double-sided HOYA Clarity Shield 2™ Scratch Coated Lenses and HOYA Phoenix™ Lens material against scratch defects for 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. Hoya Lenses are not required to be returned. Other manufacturers scratch coatings are warranted against scratch defects for 12 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 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 and Super HiVision EX3: Warranted for 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 Recharge: Warranted for 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 w/View Protect and HiVision: Warranted for 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 12 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 to receive credit.

All other A/R brands: 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 assigns.

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. However, 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 to backup withholding.