



OPTICA LIFE ACCESSORIES LIMITED

ABN: 16 138 670 676

HEAD OFFICE

8 Moncur Place, Addington, Christchurch 8024 PO Box
9410, Tower Junction, Christchurch 8149 Telephone: 1800
199 860 Fax: 1 800 353 701

Account Application Form

E-mail: accounts@opticaaccessories.com

Trading Name

Company Name

Type of Business

Postal Address

..... Post Code.....

ABN

Phone

Delivery Address Street 1:.....Street 2:.....

Suburb:.....City:.....

State:.....Post Code.....

Fax

*Optica prefers to email statements/invoices/catalogue updates.
Please fill out the fields below to receive the relevant correspondence via email.*

E-Mail (Statements/Invoices)

E-Mail (Catalogue updates)

Contact People: Buyer Manager

Accounts

Please supply the full Names and addresses of Directors/Principals:

Name	Name
Address	Address
.....
.....
Telephone	Telephone

Please supply two Trade references:

Company Name 1	Company Name 2
Telephone	Telephone
Contact Person	Contact Person

Declaration.
"I declare that the above information is correct and I have read, understand and agree to the terms and conditions on the back thereof. I sign below as a duly authorised Person or Officer"

Name	Position
Signed	Date

OPTICA LIFE ACCESSORIES LIMITED (“Optica”) TERMS OF TRADE

These Terms of Trade apply to all sales by Optica and the provision of services by Optica unless otherwise agreed in writing by Optica.

ORDERS Orders should be placed in accordance with Optica’s procedures as advised from time to time. Receipt of any order from the Customer will be deemed to be acceptance by the Customer of these Terms of Trade, despite anything to the contrary in the Customer’s order. Orders are irrevocable. Optica will use its best endeavours to fulfil orders which have been confirmed by Optica, but shall not be liable for any failure to deliver or delay in delivery. Delivery of 10% more or less than the quantity of goods ordered by the Customer shall constitute performance of any contract, the amount under or over supplied to be deducted or charged for pro-rata. The unit price charged for deliveries of less than the amount ordered will be the quoted unit price for the number ordered, not the number delivered.

FREIGHT & PRICING All prices are in Australian Dollars (A\$) and are exclusive of GST, Government charges and freight, which will be charged on all invoices in accordance with the relevant legislation at the time of supply. New origination charges are extra. If no quotation is given then Optica’s current price at the time of order will be payable.

DELIVERY AND RISK In the case of goods delivered by courier, the delivery fee will be charged separately and payable by the Customer. In both cases, risk will pass to the Customer when the Goods are delivered to the address specified by the Customer for delivery of the order. If the Customer refuses to accept delivery of the goods Optica may charge the Customer for any additional costs incurred as a result, including storage and transportation costs. All deliveries will be dispatched from our preferred distribution centre which may not be in Australia. As a general rule, we endeavour to dispatch orders within 48 hours of confirmed payment. Actual delivery may take between 4 and 10 business days depending on delivery destination. All goods are insured by our courier company up until the point of delivery. Delivery will generally be deemed to have occurred once a signature is obtained, or wherever the goods are left as per your special delivery instructions, or when the delivery agent has performed a proof of delivery scan. If delivery is to be delayed, the Customer will be notified, and an option of a refund will be provided.

PAYMENT Payment is due on the 20th day of the month following the date of invoice (“the due date”) in the case of all credit sales. In the event that an account is not paid in full by the due date interest will be payable on the overdue amount calculated at 2% per month from the due date to the date the account is paid in full. The Customer will be liable for any debt collection costs and any legal costs incurred in conjunction therewith. Optica retains the right to withhold deliveries while any account is overdue. Any discounted prices quoted by Optica apply only in the event that payment is made on or prior to the due date. In respect of payments made after their due date, the full price will be payable together with interest and any costs thereon. In the event that the Customer fails to make a payment by its due date, then all amounts owing by that Customer shall become due and owing. Any payments made by a Customer in reduction of overdue amounts shall be applied first to interest and debt collection and legal costs incurred.

CREDIT CARD PAYMENT SECURITY For orders paid by credit card transactions, your information is secured using 3DES encryption technology. All transactions will be billed in Australian Dollars (AU\$) through the Bank of New Zealand (BNZ) Buyline Direct service, and will incur a transaction fee of 3.5% on the Gross total of the amount owing as well as any foreign currency bank service charges.

EVENT OF DEFAULT Optica’s obligation to fill any order made by the Customer may cease, at Optica’s election, on the occurrence of an Event of Default occurs, provided however that Optica must notify the Customer promptly and in writing if it intends not to fulfil and order on the basis of the occurrence of an Event of Default.

WARRANTIES In the case of the supply of goods or services to which the Australian Trade Practices Act 1974 applies, Optica gives the warranties set out in that Act, provided however that Optica will not be liable for any consequential or indirect loss. In all other cases, Optica gives no warranties as to goods or services supplied. Any claim under these warranties must be made as soon as the Customer becomes aware of the defect.

RETURNS If a product delivered is found to be defective or incorrect, the Customer must notify Optica within five working days. No credit or refund will be issued before return of product found to be defective, and without prior notification to Optica and authorization.

TRADE MARKS, PATENT AND COPYRIGHT If Optica utilizes any designs, trade marks or other intellectual property supplied by the Customer the Customer warrants that the use of and the manufacture and supply of goods in accordance with or using such designs, trade marks or other intellectual property will not infringe the intellectual property of any third party. The Customer indemnifies Optica against any loss, damage, costs or expense suffered by Optica as a result of the use or manufacture and supply of goods bearing any designs, trade marks or other intellectual property being found to have breached a third party’s intellectual property rights.

PRODUCT INFORMATION We attempt to be as accurate as possible. However, we do not warrant that product descriptions or other content is accurate, complete, reliable, and current or error free. As such, we reserve the right to correct any incorrect information, including pricing errors, even after the transaction has been completed. If the items you have ordered are not in stock we will contact you to see if you would like us to back-order the items. We shall not charge you for any goods that we cannot supply for any reason. However, we will not be responsible for any damage or losses that you may suffer if we fail to supply goods.

CONFIDENTIALITY Any technical information, knowledge or processing methods at any time transmitted either orally or in writing by Optica to the Customer, which is, by its nature, reasonably intended to be confidential, shall be kept confidential by the Customer and the Customer will not use such information or deal with it in any way without Optica’s prior consent.

WAIVER If Optica fails to exercise any right or remedy available to it under these Terms of Trade, such failure shall not constitute a waiver of Optica’s rights

JURISDICTION These Terms of Trade shall be governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand courts. If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

DEFINITIONS In these terms:

“Optica” means “OPTICA LIFE ACCESSORIES LIMITED”, its successors and assigns.

Optica’s agents in Australia are CIB Accountants & Advisors, Suite 6, 5-7 Ross Street, North Parramata NSW 2150

“Customer” means the person, firm or company which has offered to purchase goods from Optica or to whom Optica has offered to sell the goods.

An “Event of Default” means an event where:

- the Customer fails to comply with the terms of this contract with the Optica or any related company of Optica; or
- the Customer commits an act of bankruptcy; or
- the Customer enters into any composition or arrangement with its creditors; or
- if the Customer is a company;
 - o the Customer does any thing which would make it liable to be liquidated; or
 - o a resolution is passed or proceedings commenced for the Customer to be liquidated; or
 - o a receiver or statutory or official manager is appointed over all or any of Customer’s assets; or
 - o the ownership or effective control of the Customer is transferred without the written consent of Optica.

CREDIT FACILITIES I, the Customer, by signing this application, specially agree and acknowledge with Optica as follows: That Optica hereby informs me that they may disclose to a credit reporting agency certain personal information about me including: information contained in this application, my identification, the amount of credit applied for, payments which may become more than 60 days overdue, advice that payments are no longer overdue, a serious infringement which Optica believes I have committed. That Optica in assessing this application and any later request for a credit limit increase may obtain from a credit reporting agency a credit report containing personal credit information about me, and a credit report containing information about my commercial activities or commercial credit worthiness. Optica may give to and obtain from any third party, information about my personal or commercial credit arrangements including information about my credit worthiness, credit standing, credit history, or credit capacity for the particular purpose for which the information is required.