



TERMS OF ACCOUNT & CONDITIONS OF SALE

Ordering/Pricing Non-program Dealers: Non-program dealers on open terms receive Net 30 terms on all orders. Non-program dealers without open terms are eligible for pre-payment terms (Discover, MasterCard, Visa, AMEX, COD).

Resale of Product: Tifosi Optics, Inc. ("Tifosi Optics") products must not be resold outside the United States and territories. **Optical Dealers acknowledge that all purchases are for a medical device and/or medical equipment use only.**

Tifosi Optics products must not be sold on third party or auction sites (e.g. amazon.com or ebay.com) without Tifosi Optics' prior written consent. Tifosi Optics may withhold or condition its consent to such sales in its sole and absolute discretion. Dealer may only sell Tifosi Optics products under business and website names that have been disclosed to Tifosi Optics. Tifosi Optics prohibits buying our product through an unauthorized entity. Tifosi Optics reserves the right to not do business with and unilaterally terminate any distributor, retailer or sales to any party that does not support Tifosi Optics' marketing and sales guidelines. Tifosi Optics does not support any party that does not adhere to the authorized use of our trademark (s) specifically an unauthorized entity selling on a third party/auction site.

Shortages: Please inspect all shipments carefully and check the total carton count and condition. Any shortage or sign of damage must be noted on carrier's delivery receipt and reported to the carrier office. Shortages that can be attributed to packing errors must be reported to Tifosi Optics customer service within five days of receipt of merchandise.

Warranty: To the extent not prohibited by law, Tifosi Optics gives customer (retailer) 90 days to submit a consumer warranty claim AND NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer shall be entitled to any warranties provided by the manufacturer of any parts. To the extent not prohibited by law, Tifosi Optics' liability shall be repair, replacement or adjustment of the purchase price, and in no event shall Tifosi Optics' liability exceed the purchase price; **and Tifosi Optics shall not be subject to any other obligations or liabilities whatsoever, whether based on contract, tort or any undertakings, acts or omissions relating thereto including, without limitation, property or personal injury damages, penalties, special or punitive damages, damages for lost profits, shutdowns, slowdowns, or other types of economic losses. To the extent not prohibited by law, TIFOSI OPTICS SPECIFICALLY DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.**

Cancellations: Any order cancellations must be requested to Tifosi Optics customer service at least fifteen days before the requested ship date. Cancellations may invalidate program pricing discounts based on order volume or terms.

Returns: All returns must be authorized by a Tifosi Optics customer service rep and require a special RA number given by your inside customer service rep. Authorized returns are subject to a 20% restocking charge.

Payment Information:

>> Application of payments: Payments shall be applied first to any late fees owed hereunder, next to any collection costs or attorney fees owed by Customer to Tifosi Optics, next to accrued but unpaid interest, and lastly to unpaid principal in the order of oldest due. Any sum due and payable, but unpaid on the first day of each month shall be added to the outstanding principal balance and accrue interest thereafter.

>> Interest: The parties acknowledge and agree that the credit account is a "commercial account". Charges to the credit account become due and payable upon the date an invoice or statement of the account is rendered to the customer. Tifosi Optics charges interest on that portion of the credit account which has been due and payable for 90 days or more at a rate of one and one-half (1.5%) percent per month calculated on the amount owed from the date upon which it became due and payable until paid.

>> Late Charge: In the event the provisions of this agreement allow installment payments, then the dealer promises to pay a late charge of 5% or \$25.00, whichever is less, for each installment that remains unpaid more than 10 day(s) after its due date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

>> Bad Check Charge: Customer shall pay Tifosi Optics a return check charge of \$40.00 for each returned check. Tifosi Optics shall also be entitled to pursue any civil and/or criminal remedies available for deposit account fraud for any bad check.

>> Attorney's Fees: In case the debt owed by dealer to Tifosi Optics is collected by law as through an attorney at law, dealer shall pay to Tifosi Optics all reasonable attorney's fees incurred by Tifosi Optics in collecting such debt.

Security Agreement - Right of Repossession: For the purpose of securing payment to Tifosi Optics, and for that purpose alone, title to each product will be in and remain with Tifosi Optics until receipt by Tifosi Optics in cash of the full purchase price thereof, together with all charges in accordance with established prices and charges as referred to herein or in the current price list. Tifosi Optics has the right to retake possession of and resell each product until the same shall have been fully paid for by dealer. Tifosi Optics reserves the right, in addition to all other rights and remedies it may possess, at any time, for credit reasons or because of dealer's default, to withhold shipments in whole or in part, and to recall goods in transit, retake the same, and to repossess all goods which may be stored with Tifosi Optics for dealer's account, without the necessity of taking any other proceedings, and dealer agrees that all the products so recalled, retaken or repossessed remain the absolute property of Tifosi Optics, provided that dealer is given credit therefore. The foregoing rights are in addition to and may not be construed as limiting, in any manner, any of the rights or remedies available to Tifosi Optics because of any default by the dealer under the Uniform Commercial Code of the State of Georgia.

All Sales Final. All sales of product by Tifosi Optics to dealer are final. Refunds will not be given for returned products.

I/We, the undersigned Guarantor(s), jointly, severally, and unconditionally personally guarantee the credit applicant's performance of all obligations and responsibilities under any credit account established by Tifosi Optics, including, without limitation, the payment of purchases, charges, late fees, and interest charged to the credit account. I/We further agree to pay all expenses paid or incurred by Tifosi Optics in collecting any balance due on the account from the credit applicant and in collecting under this guaranty, including reasonable attorney's fees incurred by Tifosi Optics in connection with the collection of any past due amounts.

This Guarantee is an absolute and unconditional guarantee of payment and performance of the credit account. The obligations hereunder are independent of the obligations of the credit applicant and a separate action or actions may be brought and prosecuted against any one or all of the undersigned whether or not the action is brought against the credit applicant or any security for the obligations of the credit applicant and whether or not the credit applicant be joined in any such action or actions and whether or not notice be given or demand made upon the credit applicant.

The undersigned waive any right to require Tifosi Optics to (a) proceed against, give notice to, or make demand upon the credit applicant; (b) proceed against, or exhaust any security held from the credit applicant or from the undersigned; or (c) pursue any other available remedy. The undersigned further waive any defense arising by reason of the cessation from any cause whatsoever of the liability of the credit applicant. Until all indebtedness of the credit applicant to Tifosi Optics shall have been paid in full, the undersigned shall have no right to subrogation, and until such time as the undersigned waives any right to enforce any remedy which Tifosi Optics now has or may hereafter have against the credit applicant, and waives any benefit of any right to participate in any security now or hereafter held by Tifosi Optics. The undersigned waive all exemptions, presentments, demand for performance, notices of nonperformance, protests, notice of protest, notice of dishonor and notices of acceptance of this Guaranty.

This Guarantee is delivered to Tifosi Optics in Watkinsville, Georgia, as an inducement to accept the credit application and shall be construed in accordance with the laws of the State of Georgia, which laws shall govern the interpretation, construction and enforcement hereof. This Guaranty shall insure to the benefit of the successors and assigns of the Tifosi Optics and shall be binding upon the heirs, personal representatives and successors of the undersigned.

In the event any legal action is commenced against the undersigned pursuant to this Personal Guarantee, such action may be filed in the Magistrate or Superior Court of Oconee County, Georgia, and each party agrees to and does hereby waive any and all objections or defenses based upon personal jurisdiction or venue of said courts and acknowledge that such courts provide a convenient forum to all parties.

I give Tifosi Optics permission to check my credit references and to run a credit check through one or more credit reporting bureaus.

☐ I have read this form and agree to all the conditions set forth.

Signature of Store Owner/ Authorized Purchasing Agent*: _____

Store Name, City, State, Phone: _____

*By signing my name, I am representing to Tifosi Optics, Inc. that I am authorized to purchase products on behalf of my store/company and to bind it thereto to any financial obligation arising out of any purchase from Tifosi Optics, Inc.



DEALER CREDIT APPLICATION

Company Name in Full _____ Date Commenced Business _____

Entry name(s) Tifosi products are sold under if selling to a third party or auction site – Written approval of authorization required.

Entry name(s) _____, _____, _____

Billing Address _____ City _____ State _____ Zip _____

Shipping Address _____ City _____ State _____ Zip _____

Buying Contact _____ Email _____

Billing Contact _____ Email _____

Business Phone _____ Fax _____

☐ Partnership ☐ Corporation ☐ Proprietorship

Owner/Officer Name _____ Phone _____ Email _____

Owner Address _____ City _____ State _____ Zip _____

Bank Name _____ Phone _____ Account # _____

Bank Address _____ City _____ State _____ Zip _____

Trade Reference

1. Name _____ Phone _____ Terms _____ Credit Limit _____

Address _____ City _____ State _____ Zip _____ Acct # _____

2. Name _____ Phone _____ Terms _____ Credit Limit _____

Address _____ City _____ State _____ Zip _____ Acct # _____

Account Security: Applicant provides the following credit card information as security for a credit account, if established, and authorizes Tifosi Optics, Inc. to charge against this card any amount due on the account that is more than 90 days past due.

Card Type: ☐ MasterCard ☐ Visa ☐ Discover ☐ AmEx

Name on Card _____ Card # _____

Exp. Date _____ Security code (3 or 4 digit # on back of card) _____

I provide the information herein contained for the purpose of obtaining credit from Tifosi Optics, Inc. (hereafter referred to as Tifosi). I understand that Tifosi will rely upon the provided information in determining whether or not to open a credit account for the use of my business entity named above. By my signature below, I attest and affirm that the provided information is true and correct. I hereby authorize the above-identified credit references to release account information on my business entity and/or me to Tifosi. I hereby authorize Tifosi to obtain, presently and periodically as the account remains in use or a balance remains due, a credit report on business entity and/or me from one or more credit reporting bureaus.

* Tifosi Optics acts in accordance with the PCI Data Security Standard when storing and processing confidential credit card data.

Should Tifosi establish a credit account pursuant to this application, I agree that I and my business entity will abide by Tifosi's "Terms of Account and Conditions of Sale", a copy of which is included with this credit application, and I will strictly comply with these provisions. I understand that Tifosi may amend the Terms of Account and Conditions of Sale from time to time, and that any such amendments will become effective 30 days after notice is provided by mail, fax, email and/or posting in a conspicuous place at Tifosi's main office. Notice of a change in terms may be included on a billing invoice or account statement.

In witness whereof I hereunto affix my hand and seal this _____ day of _____, 20_____.

Name of business entity: _____

Signed by: _____

Title: _____

***Tifosi Optics requires your resale tax or exemption info before an order can be shipped.
Tifosi Optics retains and regularly updates the expired resale tax certification.**