



NEW ACCOUNT APPLICATION

Please fill out and return via:

FAX: 314.446.0850 Attn: Judy Dalton or Marketing

EMAIL: MidlandMarketing@MidlandOptical.com

SALES REP

I. ACCOUNT INFORMATION

Name of Legal Entity			
DBA (If applicable)	Telephone	Fax	
Bill-to Address (Statement will be mailed here)	City/State/Zip	Person of Contact	
Ship-to Address (If different than Bill-to above)	City/State/Zip		
Additional Office Locations? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Address (if applicable)	City/State/Zip	Telephone	
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Email notification Sign-up . Please provide the email address for the following. You may list more than one email address for each area.	Notifications (Delay, Work In Progress)		
	Credits		
	Statements		
	Marketing Updates		

II. BUSINESS ORGANIZATION

Are you exempt from Sales Tax? (If yes please complete the Sales Tax Exemption Certificate on the next page)		Federal Tax I.D. number	State of Business Formation
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Business Type			Date of Business Formation
<input type="checkbox"/> 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"/> EYEMED <input type="checkbox"/> VERSANT <input type="checkbox"/> Other _____			
Do you want to bill through a Buying Group?	Name of Buying Group	Buying Group Member I.D.	
Name of Business Owner	City/State/Zip	Telephone	
Name of Business Owner (if more than one)	City/State/Zip	Telephone	

III. DOCTOR ALLIANCE GROUP

Are you a member of any of the following Doctor Alliance Groups?	Member I.D.
<input type="checkbox"/> Vision Source <input type="checkbox"/> PERC/IVA <input type="checkbox"/> IDOC	

IV. TRADE REFERENCES

1. Name, Account Number	City/State/Zip	Telephone
2. Name, Account Number	City/State/Zip	Telephone

V. PERSONAL GUARANTY - ALL FIELDS ARE REQUIRED FOR APPLICATION COMPLETION

Your signature on this application reflects your agreement to individually, unconditionally and irrevocably guaranty that all of BUYER's obligations to MIDLAND OPTICAL will be punctually paid and performed. This is a guaranty of payment and performance and not collection and you may be called upon to pay under this personal guaranty without prior exhaustion of remedies against BUYER.

Guarantor Signature: _____ Guarantor Address: _____

Guarantor Name Printed: _____ City/State/Zip: _____

Social Security Number (REQUIRED) _____

I agree to the terms and conditions of this application as stated on the following page



SALES TAX EXEMPTION CERTIFICATE

This exemption certificate is issued by the purchaser as part of a new account application to do business with Midland Optical. 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 Midland Optical New Account Application. The entity is engaged in business as a registered:

Please select one of the indicated business types:

- 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 and 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 one of the following:

Please select all that are appropriate:

- 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:

- Prescription Lens Stock Lens Eyeglass Frames Other:

_____ Please describe.

IV. STATES

Complete with State Registration Number, Seller's 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 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: _____



TERMS AND CONDITIONS OF APPLICATION

The terms and conditions of sale set forth shall apply to all purchases by BUYER from MIDLAND OPTICAL, as applicable, and/or their related entities (herein referred to as MIDLAND OPTICAL), unless specifically agreed to in writing by MIDLAND OPTICAL. These terms and conditions apply to any purchase order (or written, telephonic or other communication placing an order with MIDLAND OPTICAL for one or more products, accessories, services or parts) issued by BUYER to MIDLAND OPTICAL. MIDLAND OPTICAL 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, addition to or modify the provisions herein unless otherwise specifically agreed to in writing by MIDLAND OPTICAL. Any order submitted by BUYER is subject to acceptance by Midland Optical.

PRICES AND PAYMENTS

Prices stated are net of any taxes applicable to the goods sold F.O.B. MIDLAND OPTICAL's plant. MIDLAND OPTICAL'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 MIDLAND OPTICAL 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 MIDLAND OPTICAL 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

Should it be necessary to refer to 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 will be governed by the laws of the State of Texas (excluding the laws thereof with respect to conflict of laws), and any such action will be pursued in the jurisdiction of the appropriate court(s) in Dallas County, Dallas, Texas.

FINANCIAL CONDITION

MIDLAND OPTICAL may cancel or suspend this order, if, in MIDLAND OPTICAL's judgment, BUYER's financial condition does not justify the credit term of any payment specified, in which case MIDLAND OPTICAL 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 MIDLAND OPTICAL a security interest in the products purchased and any proceeds from resale of such products as security for the payment to MIDLAND OPTICAL of the purchase price of the products.