



## Customer Agreement

\_\_\_\_\_ ("Customer") has applied for credit to purchase products from Eyeking LLC ("Manufacturer"). In connection with the purchase of such products and to induce Manufacturer to extend credit to Customer, Customer hereby acknowledges and accepts all the terms and conditions of sale set forth below:

1. Customer agrees to pay each invoice for product purchased in accordance with its terms, and any failure to pay shall entitle Manufacturer to add a service charge of 1.5% per month (18% per year), or the maximum amount permitted by law, on any amount past due. All sales are final.
2. If Customer defaults in the payment of its account, Customer shall pay any and all costs of collection, including attorneys' fees and expenses, incurred by Manufacturer in collecting such unpaid amounts. Collection costs shall be added to the unpaid balance of Customer's account and shall be due and payable when incurred.
3. Manufacturer's acceptance of partial payment or late payment, or a failure of Manufacturer to exercise any rights or remedy, shall not be deemed a waiver or modification by Manufacturer of any obligation of Customer under this Agreement or under any invoice for product purchased.
4. All products shall be delivered to Customer, F.O.B. Manufacturer. Customer assumes all risk of loss or damage from F.O.B. point.
5. Product prices are subject to change without notice to Customer. Customer agrees to pay Manufacturer's published price in effect at the time of shipment. Customer shall pay all taxes, levies, duties or fees of any kind applicable to the sale of products by Manufacturer to Customer.
6. Manufacturer has the right to reject any purchase order from Customer, either in whole or in part, and no purchase order shall be binding upon Manufacturer unless accepted by Manufacturer in writing or by delivery of products in whole or partial fulfillment of such purchase order, provided delivery shall constitute acceptance only to the extent of product shipped.
7. Manufacturer has the right to cancel any purchase order accepted by Manufacturer if Customer fails to meet payment schedules or other credit or financial requirements established by Manufacturer.
8. Customer acknowledges and agrees that all trademarks and other intellectual property used by Manufacturer in the marketing, sale or distribution of its products is the property of Manufacturer. Customer shall not use any artwork, product image, trademark, or other intellectual property of Manufacturer for the purpose of selling product, whether from a retail location, through a catalogue, or over the Internet or otherwise, without the express prior written consent of Manufacturer.
9. Customer acknowledges and agrees that all displays and point of sale items received by Manufacturer to help sell and promote Manufacturer's brands are the property of the Manufacturer. Customer shall only use these displays and point of sale items to promote and sell Manufacturer's brands. In the event the relationship between the Manufacturer and the Customer is terminated, these items are to be returned to the Manufacturer within 30 days or will be removed by a representative of the Manufacturer.
10. Customer agrees to sell products purchased from Manufacturer only through Customer's locations disclosed to Manufacturer and agrees not to re-ship Manufacturer's products to any other location or to any other person not approved by Manufacturer.
11. The interpretation and enforcement of this Agreement is governed by the laws of the state of New York. Venue and jurisdiction for all disputes shall exclusively be a state or federal court of competent jurisdiction located in Nassau County, New York.
12. Under no circumstances shall Manufacturer be liable for any special, indirect or consequential damages.
13. The person signing this Agreement on behalf of Customer is duly authorized to execute this Agreement and to bind Customer to the terms hereof.

Date: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_