



Safilo Partnership Agreement Form and conditions of purchasing

Please complete all sections. Do not forget to sign the document. All new accounts must be approved by Head Office

Identification		
Legal Name _____		
Trade Name _____		
Creation Date _____	Member of a buying group <input type="checkbox"/> yes <input type="checkbox"/> no	Group _____
Are you incorporated? <input type="checkbox"/> yes <input type="checkbox"/> no		Group Member Number _____
Address _____		
City _____	Province _____	Postal Code _____
Tel. _____	Fax. _____	Email _____
Optometrist <input type="checkbox"/> Optician <input type="checkbox"/> Other (specify) _____		
Other Safilo account <input type="checkbox"/> yes <input type="checkbox"/> no specify _____		

Ship to Location:	Same <input type="checkbox"/>	Other <input type="checkbox"/>
Name _____		
Address _____		

Owners or Partners		
Name	Title	Home Address
_____	_____	_____

Buyer's Name and Email _____		
A/P's Name and Email _____		

References			
Bank _____	Tel. _____		
Address _____			
Contact _____	Account # _____		
Trade References			
Name	Tel.	Account #	Date Acct. Opened
_____	_____	_____	_____
_____	_____	_____	_____

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1. All orders for frames and sunglasses are subject to acceptance by Safilo, and Safilo reserves the right to refuse, at its discretion, any order for any reason whatsoever;
2. Safilo reserves the right to establish the terms of payment and credit limit of the Client and/or to impose such terms and/or to cancel them if, in the opinion of Safilo, the financial situation of the Client, its payment history or any other valid reason justifies it;
3. All invoices are due and payable within 30 days of the Safilo monthly statement; overdue accounts shall bear interest at a rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per year) as of the due date for payment;
4. The Client shall be responsible for payment of all federal, provincial and other taxes, such as the goods and services tax (GST) applicable to the purchase of sunglasses;
5. With the exception of lenses, all of Safilo optical/sunglass frames are guaranteed against manufacturing defect for a period of three (3) years from the Client invoicing date;
6. Products delivered to the customer are deemed accepted and in good condition, unless the Client returns the damaged merchandise to Safilo up to thirty (30) days from the date of the original invoice;
7. Frames returned after the thirty (30) days period in an **unsalable and/or in a damaged condition** will be returned to the customer;
8. All commercial exchanges must be previously authorized by a Safilo Representative using Return Authorization form, and may be refused at the discretion of Safilo head office.
9. Safilo representatives are authorized to exchange **up to a maximum of 20%** of the gross units purchased.
10. Safilo reserves the right to change the exchange limit for specific brands;
11. Returns are available for **replacement product only**. No monetary refund will be granted by Safilo for a credit balance of the Customer. This includes, but not limited to, accounts that have been closed, purchased by another company, closed due to retirement, etc.
12. Frames returned for exchange must be in **original condition**, individually bagged, in original packaging, with original cases, original case box, original demo lenses, including authenticity cards and accompanied by the original invoice number and/or Return Authorization (RA) provided by the Sales Representative;
13. Safilo Canada will charge \$10.00 for each case and/or case box (provided the original case came with a specific case box) not returned;
14. Safilo Canada will charge a \$5.00 cleaning fee for frames in which the exchange was authorized but that is returned in an unclean condition deemed unsatisfactory (Conditions deemed unsatisfactory are: dirty/dusty, price stickers, markings, glue) by Safilo Canada;
15. Special discounted frames purchased at a reduced price, including promotional free frames, are **final sale merchandise** and are not returnable for exchange. Promotional free frames are also not returnable for exchange but are covered by the Safilo warranty against manufacturer defect.

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16. No credit will be given nor will product be returned to a Customer for any counterfeit product received by Safilo. Safilo reserves its rights to keep any counterfeit merchandise for Federal investigation purposes
17. The Client agrees that all merchandise purchased from Safilo shall only be sold at the retail level in Canada and, as such, the Client waives the right to distribute the merchandise delivered by Safilo to other merchants or via the Internet without a written approval from Safilo Canada head office;
18. The purchasing of a product by the Client shall not be interpreted as constituting a license or any other right to use a trademark or any other exclusive right relating to the products distributed by Safilo;
19. The use or reproduction of trademarks or logos of Safilo or for which Safilo has been granted a distribution license requires the prior written approval of an office of Safilo, including for the purposes of reproduction, advertisement or marketing. The unauthorized use by the client of such trademarks and logos may result in the closure, without prior notice, of the Client's account. In addition, the Client shall be responsible for all damages suffered by Safilo Canada;
20. The prices, as well as the terms and conditions of purchasing, are subject to change without prior notice and at the discretion of Safilo;
21. All purchases made by the Client from Safilo are subject to the present terms and conditions of purchasing and the execution of the Agreement confirms your acceptance of such terms and conditions;
22. The Client acknowledges having read and understood the provision of the Agreement and declares to be satisfied therewith.

I/We declare that all the information stated above is true and agree with all the terms and conditions outlined above.

Name _____ Signature _____

Position _____ Date _____