

HEARTLAND OPTICAL BUYING GROUP GROUP PURCHASING AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____ 2 _____, between _____, hereinafter referred to as

"MEMBER" and HEARTLAND OPTICAL BUYING GROUP OF NEBRASKA, LTD, a Nebraska Corporation, hereinafter referred to as "HEARTLAND".

This is a legally binding contract freely and voluntarily entered into between the above parties. Member and HEARTLAND agree that for the mutual benefit of each of the parties, the parties agree as follows:

1. Member may purchase from any supplier and is not restricted to purchasing through HEARTLAND.
2. HEARTLAND shall not be required to furnish goods pursuant to this Purchasing Agreement until Member has furnished to HEARTLAND two references from suppliers, one reference from a bank acceptable to HEARTLAND and this executed agreement. Member may at Member's own cost, supply a credit report in place of the foregoing references subject to HEARTLAND's approval.
3. Member agrees to order directly from the suppliers. HEARTLAND will receive the invoices and in turn bill the individual member. Member shall handle all returns, credits and complaints directly with the supplier.
4. HEARTLAND will bill the Member for purchases of goods made during the past billing cycle. Member understands suppliers' discount levels may vary from cycle to cycle depending on the volume of purchases.
5. HEARTLAND shall have the sole right to negotiate with new suppliers or eliminate suppliers at any time.
6. It is the intent of the parties that it shall not be necessary for the parties to enter into additional purchase agreements in the event HEARTLAND changes suppliers from time to time.
7. Payment is due by Member upon receipt of the bill from HEARTLAND. If payment is not received within the (10) days of the billing date, the Member agrees to relinquish any discounts to which it would otherwise have been entitled for that month and will pay HEARTLAND the gross amount of those purchases made in that billing cycle. HEARTLAND may charge, and Member agrees to pay interest at the rate of 1.33% per month on any amounts not paid when due.
8. This agreement is for an indefinite term but may be canceled by either party without cause upon thirty (30) days written notice to the other party. Upon breach of any of the terms of this agreement by Member, HEARTLAND may cancel the agreement, and Member agrees to reimburse HEARTLAND for all costs incurred in collecting amounts due from Member to HEARTLAND, including reasonable attorney fees.
9. If Member sells its practice or dispensary to another party, Member agrees to notify Heartland of such change of ownership in writing. Within thirty (30) days of the date of the notice, all sums due from Member to HEARTLAND must be paid in full. After notice is given, any purchases that are made on the account number are liable to HEARTLAND by Member for the full amount of the purchases and will be entitled to no discount. HEARTLAND reserves the right to accept or deny the new owner as a member of HEARTLAND.
10. Member agrees to hold harmless and indemnify HEARTLAND against any product liability claims that may be brought against Heartland in connection with any suppliers or lab services purchased by the Member under the group purchasing plan.
11. HEARTLAND will charge no initiation fee but will retain a percentage of the total volume of business for each Member except in the case that the Member would have achieved the maximum discount on an individual basis.
12. HEARTLAND reserves the right to negotiate a set monthly charge in lieu of the percentage with individual Members. Office or Dispensary Name:
13. This agreement will be governed by the laws of the State of Nebraska and may not be modified except in writing upon agreement of both parties and shall be considered executed in Lincoln, Lancaster County, Nebraska.

Heartland Optical Buying Group

GROUP PURCHASING AGREEMENT (CONT.)

Billing Name (Please Print or Type): _____

Office Name: _____ Office Phone () _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Business Tax ID#: _____ - _____ Office Fax Number: () _____ Home Phone: () _____

Principal Owner's Name (Please Print or Type): _____

Home Address: _____ City: _____ State: _____ Zip: _____

I have read and do consent to the membership agreement for HEARTLAND OPTICAL BUYING GROUP, LTD. as stated in the terms and conditions of this document. Whether your practice is solo, incorporated, a partnership, or an association, all principal owners must sign below. Please "do not" include a title when signing, this invalidates your signature.

Upon breach of any of the terms of this agreement by Member, HEARTLAND OPTICAL BUYING GROUP, LTD. may cancel the agreement, and Member Agrees to reimburse HEARTLAND for all the costs incurred in collecting amount due from Member to HEARTLAND including reasonable attorney fees.

Signature of Personal Guarantor: _____ Social Security #: _____

Signature of Personal Guarantor: _____ Social Security #: _____

Heartland Optical Buying Group, Ltd.

Name: _____

Title: _____

Signature: _____ Date: _____ 2 _____