

This Consignment Agreement (the "Agreement") is made and is effective on the.....

BETWEEN: **Opticare Pty Ltd** (the “Principal” or “Opticare”) - ACN 002 712 665,
with its head office located at:
118 ADDERLEY ST, AUBURN NSW 2144

AND: (The “Consignee”),
 Account Code/ID
 located at:

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

1. DELIVERY OF MERCHANDISE

- a. Opticare shall deliver to the Consignee such quantity of its merchandise that the Consignee requires for sale from its place of business at: 118 ADDERLEY ST, AUBURN NSW 2144.
- b. The Consignee shall be responsible for any loss of or damage to merchandise while it is under their control
- c. Any Consignment merchandise damaged or missing for any reason will be charged to the Consignee's account as per the price on the standard price list.

2. TITLE TO MERCHANDISE

Consigned merchandise shall remain the property of Opticare until sold in the regular course of business.

3. CONSIGNMENT MERCHANDISE STRUCTURES

- a. Opticare operates FIVE (5) consignment merchandise tiers which specify the amount of Consignment merchandise deliverable to the Consignee;
- i) BRONZE Package.....25 items
 - ii) SILVER Package.....50 items
 - iii) GOLD Package.....75 items
 - iv) PLATINUM Package.....100 items
 - v) DIAMOND Package.....custom

Brands - Qty Breakdown:

Aston Smith
Deborah Hayes
Hyde
Instyle
Instyle Plus
Instyle Kids
Just Titanium

- b. Opticare retains the right to determine which *Consignment Merchandise Structure* the Consignee will be allocated.

The agreed consignment merchandise tier in this instance is to be:

BRONZE / SILVER / GOLD / PLATINUM (please circle allocated tier)

- c. To ensure the Consignee remains on the allocated tier, **there must be a usage minimum of 15% in a one month period.** (i.e. a Platinum package Consignee with 100 items will need to turnover a minimum of 15 items per month)

4. SALE OF MERCHANDISE

- a. The Consignee shall devote their best efforts to the sale and distribution of the Consignment merchandise
- b. Consignment merchandise is supplied to the Consignee by Opticare for the exclusive purpose of ordering *Frame + Fit Package deals only*
 - i. In the event that Consignment Merchandise is sold in any other way, the appropriate documentation is to be completed and sent to Opticare within TWO (2) business days of the sale (*Refer to Appendix B*)
- c. The Consignee shall not sell principal's merchandise at *less than* the authorised prices.
Pricing will be reflected in price schedules that will be furnished to the Consignee from time to time.

5. CONSIGNMENT MERCHANDISE COUNT

- a. The Consignee must allow Opticare to conduct a *Consignment Merchandise Count* at any time upon Opticare's request. At this time, all consignment merchandise must be made available for checking.
- b. In order to aid this process, Opticare and the Consignee may set pre-determined dates for an Opticare Account Manager to conduct the Consignment Merchandise counts. (*Please refer to Appendix B*)
As a minimum, Opticare will conduct a count at the Consignee's location every TWO (2) months.

6. DISPLAY OF THE CONSIGNEE'S MERCHANDISE

It is a requirement that all issued Consignment Merchandise is to be on full display to consumers at all times.

7. TERM OF AGREEMENT & TERMINATION

- a. The present Agreement shall come into force when signed by the parties and shall run for an indefinite period.
- b. This agreement is not assignable and may be terminated by either party with seven (7) days' written notice to the other. Additionally, Opticare may terminate the Agreement if any of the following events occur;
 - i) A usage percentage of less than 10% in a three (3) month period
 - ii) No consignment merchandise is sold in a one month period
 - iii) Not allowing Opticare's Account Managers to conduct a Merchandise Count on Consignment Stock
- c. Upon termination, the Consignee must organise with Opticare for the return of all Consignment merchandise and settle any outstanding payments that exist with regards to the consignment merchandise.

8. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

9. MODIFICATION OF AGREEMENT

Any modification of this agreement must be in writing, including email.

10. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of date above.

11. NOTICES

All communication and correspondence regarding Consignment Merchandise is to be conducted through your assigned local Opticare Office:

NSW - Sydney Office

Naomi Moir
Frames Consignment Coordinator
Mob 0411 540 713
118 Adderley St Auburn NSW 2144
Ph: 02 9748 8777
Fax: 02 9748 8666
E-mail: naomi@opticare.com.au

QLD - Brisbane Office

3/5 Navigator Pl, Hendra QLD 4011
Ph: 07 3630 2366
Fax: 07 3630 2399
E-mail:
brisbane@opticare.com.au

WA - Perth Office

6 / 63 Russell St, Morley WA 6062
Ph: 08 9376 3700
Fax: 08 9276 4266
E-mail:
perth@opticare.com.au

PRINCIPAL - OPTICARE PTY LTD

Authorised Signature

Print Name

Title

THE CONSIGNEE

Authorised Signature

Print Name

Title