



# SIGHTIQUE

· OPTIC SUPPLIES ·

Kindly email your completed forms to: [shirley@sightique.co.za](mailto:shirley@sightique.co.za)

## CUSTOMER INFORMATION & ACCOUNT APPLICATION FORM:

<b>CUSTOMER STATUS</b>	Private	Limited	(please tick which is applicable)
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### LIMITED COMPANY'S INFORMATION

REGISTERED COMPANY NAME:	
COMPANY REGISTRATION NUMBER:	

### PRIVATE COMPANY'S INFORMATION

CONTACT NAME:	
NAME OF BUSINESS:	
BILLING ADDRESS:	
DELIVERY ADDRESS:	

### ADDITIONAL BUSINESS INFORMATION:

NATURE OF BUSINESS:	
YEAR ESTABLISHED:	

### REGISTERED OPTICIAN DETAILS:

G.O.C. REGISTERED	YES		NO	
REGISTRATION NUMBER:				

TRADE REFERENCES	COMPANY NAME	ACCOUNT NUMBER	TELEPHONE NUMBER
REFERENCE 1			
REFERENCE 2			
Are you under Debt Administration? _____	Have you ever been insolvent? _____		

### BY SUBMITTING THIS FORM, YOU AGREE TO ACCEPT THE TERMS AND CONDITIONS OF SIGHTIQUE OPTIC SUPPLIES

<b>SIGNATURE:</b>	
<b>PRINT NAME:</b>	
<b>POSITION:</b>	<b>DATE:</b>

### OFFICE USE ONLY

ACCOUNT NUMBER:
ACCOUNT SET UP BY:
LIMIT HOLD AMOUNT:

Any use of our website appearing at URL [www.sightique.co.za](http://www.sightique.co.za) (referred to as the "website") is subject to these General Terms and Conditions. You are treated as accepting these by using the website and therefore you should read them carefully. These General Terms and Conditions and the Privacy Policy together form one agreement and references to "Terms and Conditions" mean that this agreement incorporates both these documents. The website is owned and operated by:

Sightique Optic Supplies UK Limited  
Company No. 12508642  
Roushill House  
5 Roushill Bank  
Shrewsbury  
SY1 1PN

Sightique Optic Supplies UK Limited is referred to in the terms and conditions as "Sightique", "us" or "we".

## 1 YOUR USE OF OUR WEBSITE

All copyright and other rights in this website (including text, photographs, other images, trademarks and logos) are owned by Sightique and its licensors. You may:

- a) browse the website (including making transient or cached copies of parts of the website to the extent this occurs in the normal course of using your browser); and
- b) print a copy of any page of the website provided you do not alter or remove any copyright, trademarks or other intellectual property rights notices provided you do not do any of the things listed below in section 3.

You must not:

- c) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivatives works from, transfer, or sell any content, software or services contained within our website (except to the extent expressly permitted under (a) or (b) above);
- d) use the website or any of its content for any commercial purpose, including any advertising or advertising revenue generation activity on another website.
- e) include any links to the website on another website.
- f) use the website or anything available on it for unlawful purposes; or
- g) hack into the website or any related computer system, introduce viruses or otherwise engage in any other activity that may reasonably be expected to (i) impose an unreasonable burden or load on our infrastructure; (ii) inhibit other users from using and/or enjoying the website or any other website, or (iii) damage the reputation of Sightique.

You agree to defend, indemnify, and hold us harmless for any loss, damages, or costs, including reasonable legal fees, resulting from (i) any third-party claim, action or demand resulting from your use of the website or from (ii) any breach by you (or by someone else to whom you have disclosed your password) of paragraphs © to (g) of this section 2.

We reserve the right to terminate or suspend your right to use the website at any time.

## 2 LINKS

The website may contain links to or from other websites. We may not be responsible for the content appearing on, products or services available via, or the privacy or other practices use by other website.

## 3 LIABILITY

The following liabilities are not limited or excluded

- a) Sightique liability for (i) death or personal injury resulting from its negligence. (ii) for fraud; (iii) under section 12 of the Sales of Goods Act 1979; or (iv) for any other liability which may not be applicable as excluded or limited; and
- b) Your statutory rights as a consumer;

Subject to those liabilities not being limited or excluded, Sightique shall not be liable (whether in contract, negligence or otherwise and to the fullest extent permitted by applicable law) for any:

- a) Loss of business, profits, sales, revenue, bargain, opportunity or goodwill;
- b) Indirect, special or consequential loss or damage;
- c) Interruption to business;
- d) Delays or interruptions in access to or operation of the website;
- e) Loss of, loss of use of, or damage or corruption to, any software or data or computer equipment;
- f) Loss or damage of any kind incurred as a result of use of any links on the website or third party sites to which those links point;
- g) Computer viruses, system failure or malfunctions which may occur in connection with your use of the website;
- h) Waste of management or other staff time; or
- i) Events beyond our reasonable control.

Use of the website is provided free of charge (other than your normal data charges) and you acknowledge that you access the site solely at your own risk on an "as is" and "as available" basis and that:

- a) Sightique makes no representations about the materials or information contained on the website;
- b) Sightique reserves the right to deny you access to the site;
- c) Sightique is not responsible or liable if the site does not work properly, or at all; and
- d) Except as expressly set out in these terms and conditions, Sightique does not enter into conditions, warranties or other terms in relation to the website.

We will always try to make sure that all the information contained on our website is correct, but we cannot and do not accept any liability for any error or omission and will not be liable for any action you may take as a result of relying on any information provided on the website.

We may suspend the operation of the website for maintenance or upgrades, from time to time and your access to and use of the website will not be uninterrupted or error free at all times.

## 4 PRIVACY AND PERSONAL INFORMATION

The protection and privacy of your personal information is very important to us. We take every precaution to protect your personal information. We only use the personal information collected from you in accordance with our privacy policy and by providing personal information on our website, you agree to allow us to use it in accordance with our privacy policy. We encourage you to read the privacy policies of other websites you link to from our website, or which you otherwise visit.

In the event that Sightique undergoes reorganization or is sold to another business, you agree that any personal information Sightique holds about you may be transferred to the reorganized business or buyer. However you will be notified of this and can request your personal information be deleted, should it call with in reasonable requirements of privacy laws.

## 5 GENERAL AND GOVERNING LAW

We may change the Terms and Conditions from time to time and will endeavor to notify you of any major changes by posting a message on the website. However, by accessing the website you are accepting that you are bound by the current version of the Terms and Conditions and therefore you should check these each time you revise the website.

The Terms and Conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter covered by them. If any provision is found to be unenforceable, this shall not affect the validity of any other provision. We may delay enforcing any of our rights under the Terms and Conditions without losing them. You agree that we may assign these Terms and Conditions or any of our rights or obligations without giving you notice.

We shall not be liable to any third party in respect of your use of (or inability to use) the website.

The Terms and Conditions shall be governed and interpreted in accordance with English law as if the Terms and Conditions were a contract wholly entered into and wholly performed within England and you consent to the non-exclusive jurisdiction of the English courts.

### 1.1 In the Terms and Conditions:

- 1.1.1 Headings are for ease of reference only and shall not affect the interpretation or construction of these terms and conditions;

Words imparting:

- 1.1.1.1 The singular shall include the plural and vice versa.

- 1.1.1.2 Gender shall include every gender and

- 1.1.1.3 References to persons shall include an individual, company, corporation, firm or partnership;

- 1.1.2 References to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

- 1.1.3 if any provision in the definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause;

- 1.1.4 If any period is referred to in the Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day when the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding business day; and

- 1.1.5 This Agreement shall be governed by and construed and interpreted in accordance with the laws of England.