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PAYMENT TERMS APPLICATION FORM

Legal Company Name: _____

Trading Name (If any): _____

D&B # _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Business Type: _____ Sole Proprietor _____ Partnership _____ Corporation

Established Since (Mo. Yr.) _____ Federal Tax I.D.# _____

Credit Amount Applied: _____ Number of Employees: _____

OWNERSHIP INFORMATION

Full Name: _____ SS# _____

Address: _____ Phone: _____

Authorized Purchasers: _____ Title: _____

Company Website: _____ Purchaser's EM: _____

RETAIL CERTIFICATE (Please Enclose a Copy of Your Reseller ID with this Form) Firm Name: ("Reseller")

I hereby certify that I hold valid Seller's Permit No. issued by the state of Pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling that the tangible Personal property described therein which I shall purchase from ABS Technologies, Inc. will be sold by me in the form of Tangible personal property; and, that in the event any of such property is used for any purpose other than retention, demonstration, or Display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to Report and pay for the tax, measured by the purchase price of such property.

PERSONAL GUARANTEE

In consideration for payment terms extended, the undersigned contracts and guarantees to the faithful payment, when due, of all accounts of the company seeking approval for 5 years from the date of this application. The undersigned guarantor expressly waives all notice of acceptance of this guarantee, notice of approval for payment term agreement, presentment of demand for payment and any notice of default by the company seeking a payment term agreement and all other notices the guarantor might be entitled to. Revocation of the guarantee shall be in writing and delivered by certified mail.

Authorized Signature

Name (print):

Title:

Date:

TERMS AND CONDITIONS

1. **AGREEMENT CONSISTS OF BOTH SIDES OF DOCUMENT.** This Agreement consists of all entries, terms, and conditions set forth on both sides of this document. This Agreement is binding upon and insures to the benefit of the purchaser and seller and their successors. Purchaser cannot assign any rights under this Agreement.
2. **TITLE OF GOODS.** Title to all goods, products, merchandise and items ("goods") specified on the reverse side of this Agreement is retained by seller until all goods are fully paid for by purchaser and all obligations of purchaser have been fulfilled.
3. **WARRANTY RETURNS.** As a precondition to the return of any goods specified on the reverse side of this Agreement, the purchaser must first obtain a Return Merchandise Authorization ("RMA") number from the seller. In addition, all returns must be shipped to seller with both full insurance and all freight charges prepaid by purchaser. The RMA number must be clearly marked on the return shipping label of each box that contains returned goods, not elsewhere on the box. Seller will not accept any return that does not meet the above requirements. Goods returned in abused or altered condition will not be accepted by seller.
4. **RETURNS FOR CREDIT/REFUND.** All products requested and authorized as return for credit/refund must be received by seller within 14 days from the original purchase invoice date, subject to a 20% restocking fee. After 14 days, no credit/refund return will be accepted by seller. Special order and custom-made goods are not returnable. In addition to purchaser's meeting of all the requirements for WARRANTY RETURNS stated above, all return goods must be returned in their original boxes and packing material, including all accessories.
5. **WARRANTY.** Unless otherwise stated, Seller provides a limited 12-month warranty on all products purchased from seller with the following exceptions: (A) 30-day warranty on computer chassis (case); (B) 20-day performance warranty on CPU chip. The warranty does not cover damage to a CPU chip (e.g. cracks, burns, breaks, bent pins, etc.); (C) 30-day DOA warranty on monitors. Please note that replaced or repaired goods continue warranty on the remaining warranty period. The warranty does not extend beyond the original buyer of products from seller. Purchaser may obtain detailed product warranty information from seller. Seller's only warranty obligation is to, at the seller's sole discretion, repair, or replace, or issue a refund, in whole or in part, for any goods deemed defective by the seller during the applicable warranty period. Seller makes no warranty of merchantability of the goods or of the fitness of the goods for any particular purpose. Purchaser assumes all risk, liability, damage and loss in connection with the use of all goods and resale thereof, if any. Seller shall in no event be liable or responsible for any injury, loss, damage, liability, debt, cost, expense, charge or fee of whatever nature, incurred or suffered by purchaser, or any successor or customer of purchaser, whether direct or indirect, incidental or consequential, or in any other manner, in connection with the purchase, use or any resale of the goods.
6. **CLAIMS/FREIGHT DAMAGE OR DISCREPANCIES.** If shipment appears to be damaged or has any discrepancy, the purchaser should **note it on the delivery receipt and have the carrier acknowledge it.** Refuse only the damaged cartons and contact Seller within 48 hours. Seller will file claim with the carrier for any damage caused during shipping. At the same time, seller will reship replacement on the damaged goods to purchaser. **However, if shipping is arranged by purchaser, any claims for damage or loss in transit must be made by purchaser directly to the carrier, as the carrier is responsible for such damage or loss, not the seller.**
7. **REFUSED ORDERS.** Purchaser will be responsible for a 20% return processing charge for refused orders in addition to all freight charges. No future orders will be shipped until this charge is paid.
8. **RETURNED CHECKS/PAST DUE ACCOUNTS.** If any check, negotiable instrument, or credit line of purchaser is returned or rejected for any reason, a \$25 service charge will be imposed by the seller for each such event. An account will be deemed past due if full payment is not received by seller in accordance with the terms specified in this Agreement. Past due accounts are automatically placed on C.O.D. cash/cashier's check and all shipments are withheld until the account is

brought current. An interest charge of 1.5% per month (18% per annum) will be imposed by seller as to all sums not paid when due. In the event of legal action by seller to collect any sum due on account or to enforce any term or condition of this Agreement, purchaser agrees to pay all of seller's expenses of collection, including court costs and reasonable attorney's fees.

9. CHOICE OF LAW, FORUM SELECTION & VENUE. The transaction set forth in this Agreement has been entered into in the State of Massachusetts. The laws of the State of Massachusetts shall govern all matters as to the interpretation, performance, and enforcement of this Agreement. In the event of any litigation between purchaser and seller in connection with this Agreement or any goods specified herein, jurisdiction shall be exclusively in the courts of the State of Massachusetts, State and Federal, and Venue shall be exclusively in the Court of Bristol County, Massachusetts or in the United States District Court for Massachusetts.

10. NO REPRESENTATIONS. Purchaser acknowledges that neither the seller, nor anyone acting on seller's behalf, has made any representation or statement of fact or opinion to induce the purchaser of any terms specified in this Agreement.

11. ENTIRE AGREEMENT. This Agreement is intended to be the entire agreement between purchaser and seller. This Agreement supersedes all prior and contemporaneous communications, negotiations, representations, and agreements of purchaser and seller whether oral or written, with respect to the goods specified in this Agreement as well as the terms and conditions hereof. This Agreement may not be modified except by a writing signed by duly authorized representatives of both the purchaser and the seller.

Company Name: _____

Authorized Signature: _____ Date: _____