

***IE&CI***  
***Inc.***

**Interworld Electronics & Computer Industries Inc.**

**Tel: 1-425-223-4311 or 1-877-902-2979**

**Fax: 1-877-324-4374**

**[e-MAIL: sales@interworldna.com](mailto:sales@interworldna.com)**

**TOTAL PAGES: 5**

**Dear Customer,**

Thank you for your pending order. In order to proceed with providing your company with credit facilities, we require an officer of the company to complete, sign and email back to us the attached credit application.

Note, we have marked an "x" where signatures & initials are required. When we receive the above from you we will proceed with approvals etc.

Looking forward to a mutually beneficial relationship with your company.

Yours truly,  
**Interworld Electronics &  
Computer Industries, Inc.**

Ari H.L. Cassel, P. Eng.  
V.P. Finance & Operations

We have read and agree to the Sales Terms and Conditions and Demonstration / Used Equipment Sales Terms and Conditions, which form part of this agreement.



**Interworld Electronics & Computer Industries Inc.**

*Satisfaction Thru Service*

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### **Credit Application and Agreement**

We, \_\_\_\_\_ (the "Purchaser") hereby apply to Interworld Electronics & Computer Industries Inc., its subsidiaries and related companies ("Interworld") for a line of credit and agree to the terms of net 30 days and to the interest charge of 2 ½% interest per month on all outstanding accounts.

We agree that the line of credit shall not exceed \$ \_\_\_\_\_ and shall include accrued interest charges and other costs; and that the line of credit may be varied or cancelled at any time at the sole discretion of INTERWORLD.

We have read and agree to the Sales Terms and Conditions and Demonstrations as provided.

We agree that this agreement shall enure to the benefit of INTERWORLD, its successors and assigns; and obligations created under it shall be binding on the PURCHASER and its successors and assigns.

We warrant that all the information given to Interworld on the Credit Information sheet is true and correct. The information given is for the purpose of obtaining credit terms for goods and services to be supplied on credit.

We agree that the laws of the State of Washington govern this agreement.

We agree that this Credit Application and Agreement constitutes the entire agreement between INTERWORLD and the PURCHASER. This agreement supersedes all prior Credit Applications and Agreements.

Accepted for the PURCHASER

Name:

Title:

Authorized Signature: X \_\_\_\_\_ Date:

Accepted for INTERWORLD

Name:

Title:

Authorized Signature: \_\_\_\_\_ Date:

# Sales Terms and Conditions

## 1. General

Subject to mutually agreed modification in writing, these terms and conditions of sale apply to any sale or supply contract between **INTERWORLD Electronics and Computer Industries Inc.**, its subsidiaries and related companies ("Interworld") and the PURCHASER.

- (1) Unless there is a fixed time limit specified for acceptance, quotations are for immediate acceptance. All orders are subject to acceptance by **INTERWORLD** when received and such acceptance shall be strictly subject to these terms and conditions of sale.
- (2) Quotations are subject to change at any time and expire after 30 days from the date specified in the quotation, unless otherwise stated in writing.
- (3) **INTERWORLD** reserves the right to change prospectively published price rates, price discounts, terms and goods availability at any time without prior notice.
- (4) All orders received are subject to credit approval.

## 2. Prices

Prices quoted are F.O.B. **INTERWORLD's** warehouse in Point Roberts, WA. unless otherwise stated in writing.

- (1) The prices quoted do not include additional insurance coverage or sales, use, excise and similar taxes unless so stated in writing. All such costs and taxes, except where the PURCHASER supplies **INTERWORLD** with a tax exemption certificate acceptable to the taxing authorities, shall be paid by the PURCHASER.
- (2) Where transportation costs are borne by **INTERWORLD**, and the PURCHASER request an alternate method of transportation other than the most economical one, the PURCHASER shall pay the excess cost of transportation.

## 3. Payment

Payments are due net 30 days after invoice. Interest on overdue accounts will be charged at the rate of 2 1/2% per month.

- (1) If in the judgment of **INTERWORLD**, conditions do not justify shipment on the terms specified, **INTERWORLD** may require full or partial payment in advance.
- (2) Pro rata payments shall be invoiced as shipments are made. If the PURCHASER delays shipment, invoices shall be issued on the date **INTERWORLD** is prepared to make shipment. Goods held for the PURCHASER shall be at the risk and expense of the PURCHASER.
- (3) Payment of outstanding amounts shall not be stopped or delayed because of complaints that do not go to the substance of this agreement.
- (4) Counterclaims shall not be deducted from payments due to **INTERWORLD**, but claimed separately.

## 4. Delivery

Delivery dates are approximate and are based on prompt receipt by **INTERWORLD** of all information and approvals required. **INTERWORLD** reserves the right to make partial deliveries.

- (1) No cancellation owing to late delivery is allowed without **INTERWORLD's** consent.
- (2) Carrier shall be selected by **INTERWORLD** unless advance designation of carrier is made by the PURCHASER.
- (3) On all shipments, if there is evidence of injury to or shortage of containers or contents, the PURCHASER will not acknowledge receipt "in good condition", but will acknowledge receipt according to the facts. Claims for loss or damage shall be made by the PURCHASER to the delivering carrier without delay.

## 5. Rejects and Returns

Goods shall not be returned without prior authorization of **INTERWORLD** and only in accordance with **INTERWORLD's** terms and instructions. Shipment of items shall be at the PURCHASER's risk and expense.

## 6. Warranty

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

- (1) **INTERWORLD** warrants all goods supplied by it to be free from defects in material and workmanship, under normal use, care, storage and service, for the period specified by the factory from the date of delivery to the PURCHASER.
- (2) This warranty is limited to the repair or replacement, as **INTERWORLD** may elect and at an establishment authorized by it, of such items as shall appear to **INTERWORLD**, upon inspection to have been defective in material or workmanship. Installation and shipping costs of any defective item shall be borne by the PURCHASER.
- (3) This warranty does not apply to normal maintenance service or to normal replacement of service goods.
- (4) Any claim under this warranty shall expire unless made in writing immediately after the appearance of a claimed defect.

This warranty excludes damage from negligence, misuse or abuse or any item of equipment which has been serviced or worked on by anyone other than **INTERWORLD**.

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## **7. Title and Risk**

The title to goods shall pass to the PURCHASER when all payments due have been fully paid. Until then, the goods shall remain **INTERWORLD's** personal property, notwithstanding any mode of attachment to reality or other property. Notwithstanding the above, risk will pass to the PURCHASER at point of origin.

## **8. Limitation of Liability**

(1) **INTERWORLD** accepts all orders without liability for any delay in performance, delivery, shipment of goods, damages suffered by the PURCHASER, or similar circumstances, which results directly or indirectly from causes beyond the reasonable control of **INTERWORLD** including but not limited to force majeure.

(2) **INTERWORLD** shall not incur any liability on any claim except as specifically provided for in writing, whether that claim be in contract, tort (including negligence) or otherwise for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, malfunction, repair, replacement or use of any goods or there of which gives rise to a claim. **INTERWORLD** shall not under any circumstances, be liable for special, indirect or consequential damages.

(3) **INTERWORLD** shall not, under any circumstance, be held responsible for the manner and type of application to which any of its goods are put to use by the PURCHASER or any subsequent owner or user of **INTERWORLD's** goods.

## **9. Insurance**

If **INTERWORLD** has any liability to the PURCHASER or third party resulting from the negligence of **INTERWORLD**, its employees or agents, that liability shall be limited to the insurance indemnities which can be obtained from policies presently carried by **INTERWORLD** or PURCHASER or third party on behalf of **INTERWORLD**.

## **10. Non-performance and Termination or Postponement**

(1) If default is made in any payments, **INTERWORLD** shall be entitled to immediate possession of the goods and shall be free to enter the premises where the goods may be located and remove as its property and may retain any partial payments which have been made, without prejudice to its rights to recover any further expenses or damages it may suffer by reason of such non-payment.

(2) **INTERWORLD** may, without prejudice, cancel any accepted order or postpone delivery, if the PURCHASER is in breach of any of its covenants, or if the PURCHASER ceases to carry on in the normal course of business by becoming bankrupt, insolvent or in any other manner which might prejudice **INTERWORLD's** right with respect to the PURCHASER.

## **11. Cost Recovery**

The PURCHASER agrees to pay **INTERWORLD** for all costs and expenses incurred by it in collecting the purchase price of goods and services and enforcing its rights, including legal fees incurred, whether or not formal legal action is instituted.

**Initial:**

**INTERWORLD - C R E D I T    A P P L I C A T I O N**P  
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Legal Name of Company (in full):			
Address:			
No.	Street	City	State      Zip Code
Head Office:		Branch:	Phone:      eMail
If Branch Give Name & Address of HO:			
Corporation: <input type="checkbox"/>	Sole Proprietorship: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Other: <input type="checkbox"/>
UBI No:		Tax Exempt No:	A/C Payable Phone:
A/C Payable Contact:		Check Issued From:	
How Long Co. In Business:		Nature of Business:	
No. of Employees:	Annual Sales: \$	Credit Requested: \$	/month
Principals (Owners):			
Name:		Title:	
Home Address:		City:	
State:		Home Phone:	
Name:		Title:	
Home Address:		City:	
State:		Home Phone:	
REFERENCES			
BANK:		Contact:	Title:
Address:			
Phone:		Transit No:	Account No.:
Has Bank contact been advised to release information?		Yes	No
<b>NAME AND ADDRESS OF ESTABLISHED SUPPLIERS</b>			
Name:		Phone:	eMail:
Address:			
Name:		Phone:	eMail:
Address:			
Name:		Phone:	eMail:
Address:			

**FOR OFFICE USE****D&B RATING:**  
**CREDIT LIMIT:****APPROVED BY:**  
**COMMENT:**

I hereby apply to INTERWORLD ELECTRONICS & COMPUTER INDUSTRIES INC. for a credit account. I warrant that the information shown hereon is true and that information given is for the purpose of obtaining goods on credit. We authorize Interworld to perform any credit checks required.

Date: \_\_\_\_\_ Name (please print): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_