

IE&CI
Inc.

Interworld Electronics & Computer Industries Inc.

Tel: 1-604-925-6150

Fax: 1-604-925-6170 B.C. or 1-905-513-7029 Ontario

E-MAIL: sales@interworld.ca

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 fax back to us the attached credit application. Please also mail the originals to us.

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

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



Interworld Electronics & Computer Industries Ltd.

Satisfaction Thru Service

Web: <http://www.interwld.com>

Western Canada :

2454 Haywood Avenue
West Vancouver, B.C. V7V 1Y1
Tel#: (604) 925-6150
Fax#: (604) 925-6170
E-Mail: sales@interworld.ca

Eastern Canada

3555 14th Ave. Unit 12
Markham, Ontario L3R 0H5
Tel#: (905) 513-7027
Fax#: (905) 513-7029
E-Mail: salestor@interworld.ca

Credit Application and Agreement

We, _____ (the "Purchaser") hereby apply to Interworld Electronics &
(Company name)

Computer Industries Ltd, 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 1/2 % per month on all of my outstanding accounts.

We agree that the line of credit shall not be exceeded 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 Demonstration / Used Equipment Sales Terms and Conditions, which form part of this agreement.

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 Province of British Columbia govern this agreement.

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

Accepted for the PURCHASER

Name: _____ Title: _____

Authorized Signature: X _____ Date: _____

Accepted for INTERWORLD

Name: _____ Title: _____

Authourized 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 Ltd.**, 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 expires 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 North Vancouver B.C. 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 risk and expense of the PURCHASER.
- (3) Payment of outstanding amounts shall not be stopped or delayed because of complaints of slight importance.
- (4) Counter claims 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 for 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. Returned 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 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.
- (5) 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**.

Initial: X _____

7. Title and Risk

The title to goods shall pass to the PURCHASER when all payments due have been fully paid in cash. 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 delivery.

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 and other events beyond the control of **INTERWORLD**.

(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 good is put to use by the PURCHASER or anyone who subsequently becomes the owner 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 it 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: X _____

HEAD OFFICE: 2454 HAYWOOD AVENUE, WEST VANCOUVER, BC, V7V 1Y1

TELEPHONE: 604-925-6150 FAX: 604-925-6170

CREDIT INFORMATION

P
R
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D

C
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F
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Legal Name Of Company (in full): _____
Address: _____
 No. Street City Prov. Postal Code
E-Mail Address: _____
Head Office: _____ Branch: _____ Phone: _____ Fax: _____
If Branch Give Name & Address of HO: _____
Corporation: _____ Sole Proprietorship: _____ Partnership: _____ Other: _____
GST No: _____ PST Exempt No: _____ A/C Payable Phone: _____
A/C Payable Contact: _____ Cheque Issued From: _____
How Long Co. In Business: _____ Nature of Business: _____
No. of Employees: _____ Annual Sales: \$ _____ Credit Requested: \$ _____/mo

Principals (Owners):
Name: _____ Title: _____
Home Address: _____ City: _____
 Province: _____ Home Phone: _____
Name: _____ Title: _____
Home Address: _____ City: _____
 Province: _____ Home Phone: _____

REFERENCES
BANK: _____ Contact: _____ Title: _____
Address: _____
Phone: _____ Transit No: _____ Account No.: _____
Has Bank contact been advised to release information? Yes _____ No _____

NAME AND ADDRESS OF ESTABLISHED SUPPLIERS

Name: _____ Phone: _____ Fax: _____
Address: _____
Name: _____ Phone: _____ Fax: _____
Address: _____
Name: _____ Phone: _____ Fax: _____
Address: _____

FOR OFFICE USE

D&B RATING: _____ APPROVED BY: _____
CREDIT LIMIT: _____ COMMENT: _____

I hereby apply to INTERWORLD ELECTRONICS & COMPUTER INDUSTRIES LTD. 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.

Date: _____ Name (please print): _____ Title: _____

Authorized Signature: _____