

Winic Technologies (USA) INC
 42 CENTRAL AVE.,
 FARMINGDALE, NY 11735
 Phone# 631-396-0800
 Fax# 631-396-0805
 Website:www.winictech.com



ACCOUNT APPLICATION FORM

Legal Company Name: _____

Trading Name (If any) _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Landlord: _____ Landlord Phone: _____

Business Type: () Sole Proprietor, () Partnership, () Corporation

Established since (mo./yr.) _____ Federal Tax I.D. # _____

Past 12 month's gross sales \$ _____

Number of stocking location: _____ Number of employees: _____

Ownership Information:

Full Name: _____ SS# _____

Home Address: _____

Home Telephone: _____ Ownership Percentage: _____

Full Name: _____ SS# _____

Home Address: _____

Home Telephone: _____ Ownership Percentage: _____

Authorized Purchasers: _____

Company Web Site Address: _____

Purchaser(s) E-mail: _____

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 Winic Technologies (USA) 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 credit extended, the undersigned contracts and guarantees to the faithful payment, when due, of all accounts of the company seeking credit for 5 years from the date of this application. The undersigned guarantor expressly waives all notice of acceptance of this guarantee, notice of extension of credit, presentment of demand for payment and any notice of default by the company seeking credit 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. **INVOICE CONSISTS OF BOTH SIDES OF DOCUMENT.** This invoice consists of all entries, terms, and conditions set forth on both sides of this document. This invoice is binding upon and insures to the benefit of the purchaser and seller and their successors. Purchaser cannot assign any rights under this invoice.
2. **TITLE OF GOODS.** Title to all goods, products, merchandise and items (“goods”) specified on the reverse side of this invoice 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 invoice, 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) 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 to acknowledge it.** Refuse only the damaged cartons and contact Seller within 48 hours. Seller will file claim with the carrier since the carrier is liable for damage caused during shipping. At the same time, seller will reshipe replacement on the damaged goods to purchaser. However, if shipping transportation is arranged by purchaser, then 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 \$30.00 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 invoice. 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 enforce any term or condition of this invoice, 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 invoice has been entered into in the State of New York. The laws of the State of New York shall govern all matters as to the interpretation, performance, and enforcement of this invoice. In the event of any litigation between purchaser and seller in connection with this invoice or any goods specified herein, jurisdiction shall be exclusively in the courts of the State of New York is, State and Federal, and Venue shall be exclusively in the Circuit Court of Quenns County.
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 goods specified in this invoice.
11. **ENTIRE AGREEMENT.** This invoice is intended to be the entire agreement between purchaser and seller. This invoice 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 invoice as well as the terms and conditions hereof. This invoice may not be modified except by a writing signed by duly authorized representatives of both the purchaser and the seller.

Company Name: _____

Authorized Signature: _____

CREDIT RELEASE FORM

_____ (Your Name) hereby authorizes the release of company bank, trade & consumer credit information to Winic Technologies (USA) INC

BANK REFERENCE (If your bank account is open for less than two years, please provide previous bank information)

Bank Name: _____ **Address:** _____

Phone: _____ **Fax:** _____ **Bank Officer:** _____

Checking Account # _____ Date Opened: _____

Saving Account # _____ Date Opened: _____

Previous Bank: _____ **Address:** _____

Phone: _____ **Fax:** _____ **Bank Officer:** _____

Checking Account # _____ Date Opened: _____

Saving Account # _____ Date Opened: _____

TRADE REFERENCE

Company Name: _____ **A/C #** _____ **PMT Term** _____

Address: _____ **Tel:** _____ **Fax:** _____

Company Name: _____ **A/C #** _____ **PMT Term** _____

Address: _____ **Tel:** _____ **Fax:** _____

Company Name: _____ **A/C #** _____ **PMT Term** _____

Address: _____ **Tel:** _____ **Fax:** _____

Authorized Signature: _____ **Title:** _____

Company Name: _____

CREDIT CARD AUTHORIZATION

For the purpose of credit card orders by phone, the undersigned, _____
Authorizes Winic Technologies (USA) INC the right to charge my account for all purchased by the
following individuals:

Authorized Individuals:

1. _____

2. _____

Company Name: _____

Cardholder Name: _____

Billing Address: _____

Street

City

St.

Zip

American Express Card Number: _____ Exp. Date: _____

VISA \ MASTER Card Number: _____ Exp. Date: _____

CVV \ CVC Number: _____

I (We) hereby certify that the above information is correct to the best of my knowledge. If the above information is incorrect, causing the Credit Card Company to withhold or charge back payments, Winic's reserves the right to revoke any or all credit limit granted. In addition, Winic's will charge interest of 1.5% per month on all invoices considered past due or not paid due to the Credit Card Company's action. If the dispute goes to court, I (we) agree to pay all reasonable attorney fees or collection charges.

If purchases are not shipped to the billing address, I authorized Winic's to ship to the following address:

Street

City

St

Zip

Cardholder's Signature

Date