



InternationalLight
TECHNOLOGIES

CUST.CODE: _____
CREDIT LIMIT: _____
APPROVED: _____
DATE: _____



BASIC CREDIT APPLICATION

(Top section must be completed or application will not be processed)

Company Name: _____ Billing Address: _____

_____ City: _____ State: _____ Zip: _____

If different; Shipping Address: _____ City: _____ State: _____ Zip: _____

Type of Business _____ Date Established: _____

Federal ID: _____ Dun and Bradstreet Number: _____

Type of Entity:

Proprietorship Partnership Corporation Other _____

If incorporated:

State of incorporation _____ Year of Incorporation _____

Number of Employees _____ Annual Sales: _____

Web Address: _____ E-mail address: _____

KEY MANAGEMENT MEMBERS AND OWNERS	TITLE	PERCENTAGE OWNERSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bank: _____ Address: _____ City: _____

State: _____ Zip Code: _____ Phone: _____ Fax: _____

Account Number _____ Contact Person: _____

Three Trade References, Addresses, Phone numbers and Fax numbers

Estimated Monthly Purchases _____ Credit Line Required _____

The above information is provided for the purpose of extending credit to our company on your terms of net 30 days. To the best of our knowledge and belief, the information is accurate and may be relied upon in making your credit decision. We authorize our bank and suppliers to furnish you any information necessary to complete your evaluation of our credit history.

Signature: _____ Title: _____ Date: _____

(Signature must be by official with bank signature authority)



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Gilway
Technical Lamp

InternationalLight

BASIC CREDIT APPLICATION

TERMS AND CONDITIONS

- * An order shall not be binding on Seller until approved by Seller at its home office, Gilway Technical Lamp, 10 Technology Drive, MA 01960, USA.
- * Prices stated on Seller's quotation are firm for thirty (30) days from date of quotation for orders accepted within that period. Otherwise, prices are subject to change without notice and those in effect on date of shipment will apply for any portion of order yet unshipped. These prices do not include any bank charges, taxes, imports and/or duties imposed or levied by any government or subdivision thereof by reason of a sale, all of which shall be for the account of, and are assumed by the Buyer whether or not such shall be paid or be payable by the Seller.
- * Net payment is due thirty (30) days from the date of shipment for credit qualifying customers. A charge of 1½% per month, or the maximum permitted by law, whichever is less, will be added to the unpaid balance on all invoicing not paid on or before the due date. In the event that the Buyer breaches this provision, is insolvent, or in Seller's opinion is suffering any credit impairment, Seller reserves the right to demand immediate payment in full for all goods ordered and, until such payment is received, Seller may: refuse to manufacture additional goods ordered, withhold further shipments in whole or in part, and recall any goods in transit.
- * Prices stated are FOB Woburn, MA, USA (unless otherwise previously agreed in writing) and title and risk of loss to each article of goods sold hereunder shall pass to Buyer upon delivery at FOB point.
- * Seller's liability is limited to the cost of the product and does not include the cost of any other charges. Seller shall not be liable to or responsible for any consequential damages whatsoever, including but not limited to any damage or loss resulting from delay or default in delivery due to any cause. Buyer shall not have the right to cancel its purchase order because of any delay or default in delivery. Orders may not be canceled nor work or shipment delayed by Buyer except with the consent, and upon the terms and conditions approved by Seller in writing. Such terms will include cancellation charge, payment in full for all work in progress, work finished, goods identified to the order, and all other damages or losses incurred by Seller as a result of such cancellation or delay.
- * The remedies of the Buyer set forth herein are exclusive, and the liability of Seller with respect to any contract or sale, or anything done in connection therewith, whether in contract, in tort, under any warranty or otherwise, shall not, except as expressly provided herein, exceed the price of the product or part on which such liability is based. Buyer expressly acknowledges and agrees that it waives any and all claims for consequential damages and/or any damages under Massachusetts General Laws Chapter 93A. Seller's only liability hereunder shall be, at its sole option, for replacement of defective goods at FOB point stated herein, or giving credit for such defective goods. Replacement or credit will be given only after Seller's inspection of the goods and its agreement to the claimed substantially defective condition. All claims shall be deemed waived unless made in writing and delivered to Seller within sixty (60) days after receipt by Buyer. In no event will any claim be entertained (i) after goods have been cut or used by Buyer or (ii) based upon any failure or damage which can not conclusively be proven to have proximately and solely resulted from a defect in material or workmanship. Any claims whatsoever will be deemed waived unless an action is initiated in the state or federal courts situated within the Commonwealth of Massachusetts within six (6) months from the date of receipt of goods by Buyer.
- * Buyer consents to jurisdiction in the state and in federal courts situated within the Commonwealth of Massachusetts. Buyer acknowledges and consents that the Commonwealth of Massachusetts is the exclusive forum for any claims asserted under or in connection with this agreement or the goods purchased hereunder.
- * The Seller will not accept return of goods unless authorized in a written "Authorization of Return Material" prior to return shipment, which shipment must be made in accordance with Seller's instructions.
- * This contract shall be governed by and constructed according to the laws of the Commonwealth of Massachusetts and it constitutes the entire agreement between all parties, all prior representations and understandings having been merged herein. It may not be modified or terminated except by a writing signed by a duly authorized representative of the Seller.