

# CYBER·TECH, Inc.

## **INDUSTRIAL CONTROL SOLUTIONS**

Handy-Grips® Ergo-Grips® Joystick Bases

### Credit Application

- Please Fill Out The Following Credit Application
- Print Pages 1 & 2
- Sign Page 2
- Submit Pages 1 & 2 To Fax # 503.968.8882
- Application Approval My Take Up To 72 Hrs.

A COMMITMENT TO INTERGRATED ENGINEERING AND DESIGN

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7943 SW Cirrus Dr, Beaverton, Oregon 97008 — PO Box 23801, Portland, Oregon 97281-3801

503.620.2285 ext 111    Fax 503.968.8882    1.800.621.8754

CUSTOMER	Companys Complete Legal Name				URL	
	Phone #	Ext #	Fax #	Email Address		
Location	Address		City		State	
	Zip	—	Country	Province		
Mailing Same as (Location)	Address		City		State	
	Zip	—	Country	Province		
Description Of Business			Annual Sales	In Business Since	No. Of Empl.	Amount of Credit Requested
Business Structure      Corporation-Publicly Held      Corporation-Closely Held      Partnership-General      Partnership-Limited Sole Proprietorship      If a Division or Subsidiary, name of parent Corp. _____ If incorporated, date of incorporation _____ and state of incorporation _____						
Licensing Info	Federal Tax No.				Resale No.	
Bank Ref	Name / Branch		Address		City	State      Zip
	Checking Acct #				Saving Acct #	
	Loan Balance		Business	Secured By		
	Personal		Secured By			
Check if on Attachment	Officers Name		Phone #		Ext #	
Trade Ref	1-Firm		Phone #		Ext #	
	Address		City		State      Zip	
	2-Firm		Phone #		Ext #	
	Address		City		State      Zip	
Company Principles Responsible For Business Transaction	Applicant Name		Position		% Owership in Company	
	Home Address		City		State      Zip	
	Secondary Name		Position		% Owership in Company	
	Home Address		City		State      Zip	
Check if on Attachment						
Confirmation Of Information Accuracy And Release Of Authority To Verify	The undersigned, for the procuring and establishing credit from time to time with Supplier and to induce supplier to permit the above named customer to become indebted to supplier for purchase of goods, materials and/or service furnishes the above business and personal credit information. The undersigned, jointly and individually, certify that all information in this Credit Application is complete, factual and correct, and understands the Supplier will rely on accuracy of this information for any Credit that may be extended. Supplier is hereby expressly authorized to contact any parties listed herein and verify any information contained in this Credit Application. The undersigned hereby waives any privacy of credit information rights or regulations. If any representations made on this application provide to be untrue, the undersigned agrees that obligations of the above named customer to, or held by, Supplier shall become due and fully payable without demand or notice and the undersigned further expressly agree to assume personal liability for all obligations or said customer to Supplier. The undersigned acknowledges receipt of a copy of this Credit Application.					
Confidential Account Agreement	For the purpose of obtaining merchandise/equipment from Cyber-Tech, Inc. the following statements in writing are made knowing that Cyber-Tech, Inc. is relying upon same should credit be extended. It is further understood that the information supplied is confidential and shall be regarded as continuous until another is substituted for it and the firm listed below agrees to inform Cyber-Tech, Inc. of any material changes in their finacial status.					

THIS CREDIT APPLICATION MUST BE COMPLETED IN ITS ENTIRETY AND SIGNED ON PAGE 2 HEREOF

## PURCHASE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between CYBER-TECH, INC. (hereinafter referred to as 'Supplier') and \_\_\_\_\_ (hereinafter referred to as 'Customer'). The Supplier agrees to sell and the Customer agrees to purchase, certain goods on the following terms and conditions.

1. **TERMS OF PAYMENT.** Due and payable in full within thirty (30) days from date of invoice unless otherwise agreed upon in writing.
2. **LATE PAYMENT.** Past due accounts are subject to late payment service charges of one-and-one-half percent (1-1/2 %) per month or an annual rate of eighteen percent (18%) per annum. A \$25.00 late fee charge will apply to all payments over 30 days.
3. **DELINQUENT ACCOUNTS.** Supplier reserves the right at such time an account remains unpaid sixty (60) days from date of invoice or, when in its sole opinion, the financial condition of the Customer so warrants, to suspend credit or to change credit terms provided herein. In such case, cash payment or satisfactory security from the Customer may be required by the Supplier before shipment, or the due date of payment by the Customer under any other contract or order with the Supplier may be accelerated by the Supplier. Failure to pay invoices at maturity date makes all subsequent invoices immediately due and payable, irrespective of terms, and the Supplier may withhold all subsequent deliveries until the account is settled.
4. **FAILURE TO PAY OR INSOLVENCY.** In the event of failure by Customer to pay any part of the purchase price when due, or in the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Customer or its property, Supplier may, at its option, cause the entire unpaid balance to become due and immediately payable. Customer hereby expressly waives any right to action which may accrue by reason of Supplier's entry for retaking possession, or selling of, said materials.
5. **RETURNS.** No returned goods will be accepted without written authorization and all freight charges must be prepaid. Goods or materials accepted for credit are subject to a minimum restocking charge of twenty percent (20%) unless the return is due to an error caused by Supplier.
6. **SPECIALLY MANUFACTURED GOODS.** Specially manufactured and special ordered goods may not be cancelled and Customer agrees to pay in full there for upon tender of delivery.
7. **SECURITY.** Supplier shall retain a security interest in and to all goods and materials purchased by Customer until the price for such goods or materials has been paid in full and Customer agrees to cooperate in the execution of all documents necessary to perfect such interest.
8. **SHIPMENT.** All prices are F.O.B. at Supplier's factory, Portland, Oregon. Method and route of shipment are at Supplier's discretion, unless the Customer supplies explicit instruction. All shipments are insured at the Customer's expense and made at Customer's risk. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier.
9. **INSPECTION.** Customer shall inspect the goods immediately upon their arrival and shall within five (5) days of their arrival give written notice to the Supplier of any claim that the goods do not conform with the terms of the contract. If the Customer shall fail to give such notice, the goods shall be deemed to conform with the terms of the contract and the Customer shall be bound to accept and pay for the goods in accordance with the terms of the contract.
10. **LIMITATIONS OF REMEDIES.** The exclusive remedy of the Customer in the event that any of the goods do not conform to the description, shall be replacement of the item or parts. All goods claimed to be nonconforming shall be shipped to the Supplier's plant at the expense of Customer. Such goods will be returned, repaired or replaced within a reasonable time. The supplier's acceptance of any goods so shipped shall not be deemed an admission that the goods are nonconforming. In the event any of the goods are found to nonconforming, Customer expressly waives its rights to consequential or incidental damages.
11. **WARRANTIES.** THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE CUSTOMER ACKNOWLEDGES THAT IT IS NOT RELYING ON THE SUPPLIER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS.
12. **ENTIRE AGREEMENT.** This Agreement covers all materials which Customer may hereafter acquire at any time from Supplier. This Agreement constitutes the entire agreement with Supplier. No waivers or modifications shall be valid unless the same are in writing and executed by the parties hereto. This Agreement shall apply and accrue to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties.
13. **LITIGATION.** In the event any suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorneys fees incurred at trial or on any appeal thereof.
14. **STATE LAWS.** This Purchase Agreement shall be governed by the laws of the State in which this credit is extended.
15. **RECEIPT OF COPY.** Customer hereby acknowledges the receipt of a copy of this Agreement at the time of its execution.
16. **The following authorized owner is signing individually and on behalf of the business Applicant.**

SUPPLIER: CYBER-TECH, INC.

CUSTOMER:

By: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_