



InternationalLight  
TECHNOLOGIES

## CREDIT APPLICATION FAX

# Fax

Company: \_\_\_\_\_ From: Michael O'Connor, Accounts Receivable Department  
Attn: \_\_\_\_\_ Date: \_\_\_\_\_  
Fax: \_\_\_\_\_ Pages: Three  
Re: \_\_\_\_\_ CC: \_\_\_\_\_

Urgent      For Review      Please Comment      Please Reply      Please Recycle

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Dear Customer,

Following is a copy of our *Credit Application* and the *Terms and Conditions* for applying for credit with **International Light Technologies**.

Please note the following is required information:

- Bank references to include telephone, fax and name of account officer with:
  - Bank that you have had a recent loan and
  - Bank where your commercial checking or saving account is held.
- Three trade references are required **including fax and telephone numbers**.
- **An authorized signature is required.** The signature must be from a person who has the authorization to approve the release of credit information.
- **Annual Sales** and number of years in business.
- **Sales tax exemption certificate.**

If you have a standard list of references, please fax it along with the signed *Credit Application*.

Best regards,  
International Light Technologies  
Credit Department  
10 Technology Drive  
Peabody, MA 01960-7976  
Ph: 978 818 6180 x131    Fax: 978 818 6181



### Business Credit Application

#### Name/Address

Last:	First:	Middle Initial:	Title
Name of Business:			Tax I.D. Number
Address:			
City:		State:	ZIP:
Main Phone #		Main Fax #	
AP Contact		Billing Address (If different)	
AP Phone #		AP Fax #	

#### Company Information

Type of Business:	In Business Since:	D & B #:	
Legal Form Under Which Business Operates:			
Corporation	Partnership	Proprietorship	Other
If Division/Subsidiary, Name of Parent Company:			In Business Since:
Name of Company Principal Responsible for Business Transactions:			Title:
Address:	City:	State:	ZIP: Phone:
Name of Company Principal Responsible for Business Transactions:			Title:
Address:	City:	State:	ZIP: Phone:

#### Bank References

Institution Name:	Institution Name:	Institution Name:	
Checking Account #:	Savings Account #:		Loan Balance:
Address:	Address:	Address:	
Phone:	Phone:	Phone:	

#### Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone: Fax:	Phone: Fax:	Phone: Fax:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. We are also acknowledging that we are in agreement with your terms of conditions included with this credit application.

Sales Order/Sales Quote # \_\_\_\_\_ Credit Limit Requested: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**InternationalLight**  
TECHNOLOGIES

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

## BASIC CREDIT APPLICATION

### TERMS AND CONDITIONS

- \* An order shall not be binding on Seller until approved by Seller at its home office, 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 Peabody, 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.