



## New Account Package for Canadian Companies

Thank you for contacting us to set up an account for you.

Enclosed you will find a credit application and ordering policies. Both the Credit Application and additional account information form needs be filled following the instructions below. It takes 2-3 days to process an application for opening an account. Should you wish to use a credit card, your account can be opened the same day as your order is placed. The answers to the questions on the Shipping Information pages will help our routing/shipping department meet your needs for on time delivery of your products.

### To apply for Net 30 terms, fill out the following forms:

- 1. Page 2: Credit Application.** Complete the credit application, or if you want to send us your standard credit information you may fill out the company name at the top, list accounts payable person's name and contact information, and sign the bottom.
- 2. Pages 3 & 4: New Account Shipping & Information.** Fill out the appropriate information for delivering product to you company. Be sure to include your custom's information and GST# as we need this information for export. (2 pages)
- 3. Page 5: Review our Terms and Conditions of Sale**

### To use a Credit Card for Payment, fill out the following forms:

- 1. Page 2: Credit Application.** List company name, address and at the top, list accounts payable person's name and contact information, and sign the bottom.
- 2. Pages 3 & 4: New Account Shipping & Information.** Fill out the appropriate information for delivering product to you company. Be sure to include your custom's information and GST# as we need this information for export. (2 pages)
- 3. Page 5: Review our Terms and Conditions of Sale**
- 4.** For credit card payment you will receive an email prior to your shipping date with instructions to pay on-line through our payment system. The invoice will need to be paid prior to the ship date.

We also accept wire transfers and SWIFT deposits and we can provide you the deposit information by request. If you have any other questions please contact our accounting department at 608-819-8806.

Please return you completed forms via fax or scanned email. Fax number is 608-237-2054. No cover sheet is required.

Thanks again for choosing WEBA Technology as your specialized additive supplier.

**WEBA Technology**  
New Accounts Department  
608-819-8806

**WEBA Technology Corp.**  
1213 N. Sherman Ave. #351, Madison, WI 53704  
Tel: 608-819-8806 Fax: 608-237-2054

## CREDIT APPLICATION

Date: \_\_\_\_\_  
Company Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_  
Billing Address: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_  
Shipping Address: \_\_\_\_\_  
City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Operating as a: Corporation \_\_\_\_ Partnership \_\_\_\_ Sole Proprietorship \_\_\_\_  
Business No.: \_\_\_\_\_

Owners or Officers	Title	Residence Address	Home Phone
1. _____	_____	_____	(____) _____
2. _____	_____	_____	(____) _____
3. _____	_____	_____	(____) _____

**References: Please list three of your current major suppliers:**

Name	Address	Phone
1. _____	_____	(____) _____
2. _____	_____	(____) _____
3. _____	_____	(____) _____

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Phone # \_\_\_\_\_  
Account Numbers (checking) : \_\_\_\_\_ (savings): \_\_\_\_\_

Name, telephone & extension of person in charge of accounts payable: \_\_\_\_\_

List the email address for accounts payable: \_\_\_\_\_ Invoices will be sent to this address.

Do you use purchase order numbers for your purchases? Yes No

Are you tax exempt? Yes No (If yes, please fill out attached resale statement)

Anticipated amount of monthly purchases: \$ \_\_\_\_\_ Would you like a monthly statement? Yes No

In Business since \_\_\_\_\_ Prior Business \_\_\_\_\_ Have you ever declared Bankruptcy \_\_\_\_\_

Is the business a party to any claim or lawsuit? \_\_\_\_\_ If yes explain (use back if necessary) \_\_\_\_\_

In present location since \_\_\_\_\_ Do you own or lease your facility? \_\_\_\_\_

The undersigned certifies that the above information is true and correct and agrees to pay for all goods purchased in compliance with the terms of the seller (see terms and conditions). Unless otherwise agreed to in writing, said terms require goods are to be paid in full thirty days from date of invoice. Should default be made when payment is due the balance, plus 18% per annum, on all unpaid sums, together with actual attorney's fees and all costs as the seller may reasonably incur in the enforcement of the obligation, is guaranteed to be paid by the undersigned. Both seller and buyer agree that Madison, WI has proper jurisdiction over any and all litigation.

If credit is established, WEBA Technology Corp. reserves the right to adjust or revoke this line of credit at any time. It is agreed that if the undersigned defaults and it is necessary for WEBA Technology Corp. to refer the account to collection, that the undersigned agrees to pay all collection and legal fees, except to the extent prohibited by applicable law.

The undersigned further understands that WEBA Technology Corp. may obtain credit information on the business or any of the undersigned for its use in consideration of credit being granted or extended.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

<b>WEBA Technology Corp use only:</b> Credit check completed: Y N Date: _____ Credit terms line \$: _____ Account Number: _____ Salesperson Name: _____
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**WEBA TECHNOLOGY CORP**  
**NEW ACCOUNT SHIPPING INFORMATION (Page 1 of 2)**

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

Customer Name: . \_\_\_\_\_

Contact: . \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Do you require Certificates of Analysis \_\_\_ Y \_\_\_ N

Billing/Mailing Address: . \_\_\_\_\_

. \_\_\_\_\_

Shipping Address (1) : . \_\_\_\_\_

. \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact: . \_\_\_\_\_

Shipping Address (2) : . \_\_\_\_\_

. \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Contact: . \_\_\_\_\_

(For additional locations use back or a separate piece of paper)

**Customs Information (for out-of-the-country customers only):**

Brokers Name & Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: . \_\_\_\_\_

Your GST/Business#: . \_\_\_\_\_

**\*\* BEFORE WE CAN OPEN YOUR ACCOUNT, YOU MUST COMPLETE PAGE 2 \*\***

**ACCOUNT INFORMATION (Page 2 of 2)**

**Shipping Information**

Please make copies of this page and fill out one sheet for each shipping location.

1. Company name: \_\_\_\_\_
2. Delivery Contact Name: \_\_\_\_\_ Phone # (\_\_\_\_\_)\_\_\_\_\_
3. Contact Email Address: \_\_\_\_\_
4. Shipping location number (check) : Main \_\_\_ 1 \_\_\_ 2 \_\_\_ 3 \_\_\_ 4
5. Hours for delivery: \_\_\_\_\_
6. Is dock appointment required? \_\_\_ Y \_\_\_ N
7. Dock: \_\_\_ Y \_\_\_ N      Forklift: \_\_\_ Y \_\_\_ N      Receiver: \_\_\_ Y \_\_\_ N
8. If bulk delivery, do you need:
  1. Pump on the truck? \_\_\_ Y \_\_\_ N
  2. Number of feet of hose: \_\_\_\_\_
  3. Any other requirements: \_\_\_\_\_
9. Nearest major cross-streets:  
\_\_\_\_\_
10. If no dock available, deliver to the: \_\_\_ FRONT \_\_\_ REAR \_\_\_ SIDE of building (check one).
11. Do you require a call in advance of delivery? \_\_\_ Y \_\_\_ N  
NOTE: There is a \$25-\$35 additional charge from the carrier for this service.
12. Do you require a lift-gate? \_\_\_ Y \_\_\_ N  
NOTE: There is a \$75-\$125 additional charge from the carrier for this service.
13. Any other special requirements (use back if necessary):

# WEBA TECHNOLOGY CORP TERMS AND CONDITIONS OF SALE

(If not acceptable to buyer, notify seller)

**ACCEPTANCE:** Seller acknowledges receipt of Buyer's order, and accepts Buyer's order expressly conditional on Buyer's assent to the terms and conditions herein contained, whether additional to or different from those contained in Buyer's order or any other form or document heretofore or thereafter supplied by Buyer to Seller. Any action taken by Buyer, which is inconsistent with Buyer's claim that Buyer has rejected the goods, constitutes acceptance. Buyer's receipt of any material delivered hereunder shall be an unqualified acceptance of and waiver by Buyer of any and all claims with respect to such materials, unless Buyer gives Seller notice of claim within 15 days after receipt. Seller's failure to object to provisions contained in any order or other form or document from Buyer, shall not be construed as an acceptance of any such provision, nor as a waiver of these terms and conditions. All contracts shall be deemed offered, accepted, and made in Madison, WI.

**PAYMENT:** Terms of sale are net 30 days of date of invoice, unless otherwise stated on the face hereof. If Buyer defaults in any payment when due under this order or any other order, Seller, without prejudice to other lawful rights and remedies, reserves the right, among other remedies, either to terminate this contract, or to suspend further deliveries upon the failure of Buyer to make any payment as herein provided.

**OVERDUE ACCOUNTS:** All overdue accounts will be subject to a service charge of 1 1/2% per month which is an annual percentage rate of 18%. The finance charge will be added to your account after all payments and credits are deducted. All costs of collections including legal fees will be the obligation of the purchaser.

**TAXES & FREIGHT CHARGES:** In addition to the quoted purchase price, Buyer shall pay to Seller the amount of all governmental taxes, excises, duties and other charges (except taxes on or measured by Seller's net income) that Seller may be required to pay with respect to the production, sale or transportation of any goods delivered hereunder. Increases of inland freight charges and U.S. Custom duties which become effective after acceptance of the acceptance of the order shall be charged to Buyer, when invoiced.

**DELIVERY TERMS:** Unless otherwise specified on the face hereof, delivery terms are FOB Seller's choice of delivery point, freight collect, via any means of transportation Seller reasonably selects. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery.

**"FORCE MAJEURE":** Seller shall not be liable for failure or delay in shipping goods hereunder if such failure or delay is due to any act of God, war, labor difficulties, accident, or inability to obtain material or transportation or any other causes of any kind whatsoever beyond the control of Seller. In no event shall Seller be obligated to purchase materials from others in order to enable it to deliver material to Buyer hereunder.

**WARRANTIES:** Seller warrants that the goods supplied hereunder shall conform to the description stated herein, that Seller will convey good title thereto, and that such goods shall be delivered free from any lawful security interest or lien or encumbrance. No express warranty is made with respect to the goods. If any sample was shown to Buyer, that sample was used merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily conform to the sample. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY IN OTHER RESPECTS THAT EXPRESSLY SET FORTH HEREIN AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES. Seller's maximum liability shall not, as to any claim of any nature, whether in contract, tort, strict liability, patent infringement, or otherwise, exceed the contract price for the portion of the goods in respect of which any such claim is made.

**RISK OF USE OF THE GOODS & DAMAGES OR LOSS IN TRANSIT:** All risks as to the use of the goods lie on the side of the Buyer. Seller is not responsible for any damage or loss to the goods in transit, which damage or loss is the responsibility of the carrier and any claims for which should be submitted directly to the party's carrier which engaged such carrier for delivery of the goods.

**RETURN OF GOODS:** The return of any goods to Seller requires the prior written authorization of Seller. All returned goods must be sent freight prepaid and, unless otherwise authorized by Seller, will be subject to a 20% handling charge, computed at the original invoice value. When retest is required, the customer will be charged an additional \$250.00 per product. All returned goods must be consigned back to WEBA Technology Corp from which the goods originated, packaged in their sealed containers.

**NOTIFICATION:** Immediately upon Buyer's receipt of any goods shipped hereunder, Buyer shall inspect the same and shall notify Seller in writing of any claims for shortages, defects or damages and, in such case, shall hold the goods for Seller's written instructions concerning disposition. If Buyer shall fail so to notify Seller within 15 days after the goods have been received by Buyer, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by Buyer.

**LIMITATION OF REMEDIES AND LIABILITY:** Buyer and Seller agree that Buyer's sole remedy against Seller shall be for the repair or replacement of defective goods without charge by Seller. The goods must be returned to Seller's warehouse in accordance with paragraph 9, above and accompanied by a claim in writing. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE PRICE STATED FOR THE GOODS IS CONSIDERATION FOR LIMITING SELLER'S LIABILITY AS PROVIDED HEREIN.

**GOVERNING LAW:** This contract shall be governed by and the parties shall have the remedies set forth in the Uniform Commercial Code as adopted in the State of Wisconsin as effective and in force on the date of this contract.

**TIME FOR BRINGING ACTION:** Notwithstanding Wisconsin Commercial Code, Buyer and Seller agree that any action for breach of this contract must be commenced within two years after the cause of action has accrued.

**MODIFICATION:** No changes of modification to this contract may be made except upon Seller's written authority.

**TITLE:** Title to the goods shall remain with Seller until Buyer or Buyer's agent takes physical possession of the goods.

**INDEMNIFICATION:** Buyer hereby agrees to indemnify and hold Seller harmless from and against any and all losses, claims, damages, expenses (including, without limitation, attorneys' fees and court costs), or liabilities arising out of or connected with any information, representations, reports, or data furnished, prepared or approved by Buyer for use by Seller in Seller's performance hereunder and for any use or misuse of the goods by Buyer or Buyer's customers. Seller makes no warranty against infringement of any existing United States of foreign patents, by reason of the use thereof either in combination with other products or in the operation of any process.

**ATTORNEYS' FEES:** If any party brings an action against the other party hereto with respect to the interpretation of the terms herein or by reason of any breach of any agreements, representations, warranties, duties, obligations or other provisions of this contract by the other party, then the prevailing party in whose favor judgment is entered in such action, shall be entitled to have and recover the other party all costs and expenses incurred or sustained by such party in connection with the initiation and prosecution of the action including, without limitation, attorneys' fees, expert witness fees, accountants' fees and court costs, even though not taxable as such. As used herein, attorneys' fees shall be deemed to mean the full and actual costs of any legal services actually performed in connection with the matters involved calculated on the basis of the usual fee charged by the attorneys performing such services and shall not be limited to "reasonable attorneys' fees" as defined in any statute or court rule.