



IST International, Ltd.
 11121 Deerfield Road, Unit F
 Cincinnati, OH 45242
 Ph (513)891-1888 Fx (513) 891-1892



APPLICATION FOR CREDIT

Business Name:		
DBA:		
Billing Address:	Shipping Address:	
Telephone:	Fax:	
E-Mail Address:	Bus Type: Proprietorship Partnership L.L.C. Corp. S.Corp Other_____	
President/Owner:	Date Business Started:	State of Org.
Finance/Controller:	Fed. Tax ID:	
Credit Line Requested:	State Tax ID:	

Business References

Name:	Acct:
Address:	Telephone:
	Fax:
	Contact:
Name:	Acct:
Address:	Telephone:
	Fax:
	Contact:
Name:	Acct:
Address:	Telephone:
	Fax:
	Contact:
Bank Name:	Acct:
Address:	Telephone:
	Fax:
	Contact:

By signing below, I authorize IST International, Ltd. to check my credit history. We authorize our bank and other references listed to release and/or verify information in order to determine our eligibility for credit. I certify the above information to be correct to the best of my knowledge.

Signed: _____ Date: _____

Print Name: _____ Title: _____

Terms and Conditions

SCOPE

The Terms and Conditions of sale contained herein shall apply to all quotations and offers made by and purchase orders accepted by IST. These terms and conditions in some instances may conflict with some of the terms and agreements affixed to the purchase order or other procurement document issued by the buyer. In such case, the terms and conditions herein shall govern and acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions herein irrespective of whether the Buyer accepts these conditions by a written acknowledgment, by implication, or acceptance and payment of goods ordered hereunder. IST's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the terms and conditions of sale contained herein must specifically be agreed to in a writing signed by a corporate officer of IST before becoming binding on either party. All orders, offers, and contracts must be approved and accepted by IST at its home office in Cincinnati, Ohio.

TERMS OF PAYMENT

Where Buyer has established credit, terms of payment shall be net thirty (30) days from date of invoice. Monetary cost require IST to charge a 1.8% per month service charge on all overdue accounts. In some contract(s), progress payments may yield more favorable pricing. In such case, the terms of payment will be specifically identified in the quotation. Unless otherwise provided, all payments will be in United States dollars. In the event that IST is required to bring legal action to collect delinquent accounts, Buyer agrees to pay reasonable attorney's fees and cost of suit.

TITLES AND DELIVERIES

Sales are F.O.B. (Freight On Board) at IST's facilities. IST will use its best efforts to ship in accordance with IST's announced shipment schedule by the method agreed upon between IST and Buyer. Shipping damage must be noted and registered with the carrier on the receiving paperwork immediately. Notify IST about shipping damage within 24 hours. Failure to note damage with the carrier at time of delivery will result in waiver of claim rights with the carrier.

ACCEPTANCE

Buyer shall accept or reject products within thirty (30) days of receipt of each shipment. Failure to notify IST in writing of non-conforming products within such period shall be deemed and unqualified acceptance.

WARRANTY

IST's products and services are manufactured and developed to the highest quality standards and are tested before leaving the manufacture or design office. IST warrants that all products manufactured by or for IST under this order will be free of defects in materials and workmanship for (1) year. The warranty starts upon the Buyer's invoice date. This (1) year warranty excludes damage from abuse, accidents, unreasonable use or modification to the product.

LIMITED LIABILITY

IST is not liable under any cause of action or claim for any loss of profit or other economic loss including but not limited to: (i) wages paid to employees, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or acquisition of replacement, substitute or temporary equipment, (v) cost of capital, (vi) costs or losses relating to downtime or (vii) any other indirect, incidental, special or consequential loss associated with product purchased from IST. IST'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE NONCONFORMING GOODS OR SERVICES.

CONFIDENTIAL INFORMATION

No information shall be deemed to be given or received in confidence by either party unless and to the extent that it is covered by a separate written agreement.

FORCE MAJEURE

IST shall not be liable for any damage or penalty for delay in delivery or for failure to give notice of delay when such delay is due to the elements, acts of God, acts of the Buyer, act of civil or military authority, war, riots, concerted labor action, or any other causes beyond the reasonable control of IST. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

CANCELLATION

There is a 20% restocking charge for orders canceled 30 days after receipt of order, unless otherwise agreed upon. Refer to the section on titles and delivery for cases where the cancellation or return was due to damage during shipment. Keep all evidence of damage and contact IST's customer service immediately. Depending on the product and packaging conditions, IST reserves the right to void any return(s), or charge a small refurbishment fee.

RETURNED CHECKS

All Returned checks will be subject to a \$35.00 bank charge.

ASSIGNMENT CLAUSE

IST shall not assign this order or any of its rights or obligations hereunder without obtaining the prior written consent of Buyer.

APPLICABLE LAW

The terms and conditions contained herein shall be governed by and construed under the laws of the state of Ohio.

SECURITY

Buyer hereby grants IST a security interest in the product and proceeds therefrom as security for payment of the purchase price.

I acknowledge and agree to the above terms and conditions.

Signed: _____ Date: _____

Print Name: _____ Title: _____