



New Customer Information/Credit Application

Nova Technology International, LLC | N90 W14507 Commerce Drive | Menomonee Falls, WI 53051
Phone 262-502-1591 | Fax 262-502-1511 | Email sales@novalocks.com | Web www.novalocks.com

ATTACH A COPY OF TAX EXEMPT OR RESALE CERTIFICATE

COMPANY INFORMATION

| | | |
|--|---------------------------|--------|
| COMPANY NAME: | | PHONE: |
| STREET ADDRESS: | | FAX: |
| CITY: | STATE: | ZIP: |
| BILLING ADDRESS (IF DIFFERENT FROM ABOVE): | | |
| CITY: | STATE: | ZIP: |
| EMAIL: | CREDIT LINE SOUGHT: | |
| # OF YEARS IN BUSINESS: | ACCOUNTS PAYABLE CONTACT: | |
| A/P PHONE # | A/P EMAIL: | |

FREIGHT INFORMATION

| | |
|-----------------------------|---------------------------------------|
| DO YOU HAVE A LOADING DOCK? | DO YOU HAVE A FORKLIFT FOR UNLOADING? |
|-----------------------------|---------------------------------------|

COMPANY DIRECTORS/OFFICERS/PRINCIPAL

| | |
|---------------|--------|
| NAME 1: | TITLE: |
| HOME ADDRESS: | PHONE: |
| NAME 2: | TITLE: |
| HOME ADDRESS: | PHONE: |
| NAME 3: | TITLE: |
| HOME ADDRESS: | PHONE: |

FINANCIAL INFORMATION

| | |
|--------------------|-----------------|
| BANK NAME: | ACCOUNT #: |
| BRANCH ADDRESS: | CITY/STATE/ZIP: |
| BANK CONTACT NAME: | PHONE: |

TRADE REFERENCES (A FAX NUMBER IS REQUIRED FOR EACH REFERENCE)

| | | |
|----------------|-------------------|-----------------|
| BUSINESS NAME: | BUSINESS ADDRESS: | |
| PHONE: | FAX: | CITY/STATE/ZIP: |
| BUSINESS NAME: | BUSINESS ADDRESS: | |
| PHONE: | FAX: | CITY/STATE/ZIP: |
| BUSINESS NAME: | BUSINESS ADDRESS: | |
| PHONE: | FAX: | CITY/STATE/ZIP: |
| BUSINESS NAME: | BUSINESS ADDRESS: | |
| PHONE: | FAX: | CITY/STATE/ZIP: |

APPLICATION MUST BE COMPLETED BEFORE CREDIT WILL BE APPROVED



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BUSINESS INFORMATION

| | |
|--|---|
| HOW DID YOU FIND OUT ABOUT NOVA TECHNOLOGY? | WHAT IS THE MAIN BRAND OF DOCK EQUIPMENT THAT YOU SELL? |
| LIST ALL BRANDS OF DOCK EQUIPMENT THAT YOU SERVICE: | |
| LIST OTHER BRANDS OF DOCK RELATED PRODUCTS THAT YOU SELL (HIGH SPEED DOORS, BOLLARDS, ETC.): | |
| LIST ALL BRANCH LOCATIONS (IF APPLICABLE): | |

PERSONAL GUARANTEE

THE UNDERSIGNED, FOR CONSIDERATION DO HEREBY INDIVIDUALLY AND PERSONALLY GUARANTEE THE FULL AND PROMPT PAYMENT OF ALL INDEBTEDNESS HERETOFORE OR HEREAFTER INCURRED BY THE ABOVE BUSINESS. THIS GUARANTEE SHALL NOT BE AFFECTED BY THE AMOUNT OF CREDIT EXTENDED OR ANY CHANGE IN THE FORM OF SAID INDEBTEDNESS. NOTICE OF THE ACCEPTANCE OF THIS GUARANTEE, EXTENSION OF CREDIT, MODIFICATION IN TERMS OF PAYMENT, AND ANY RIGHT OR DEMAND TO PROCEED AGAINST THE PRINCIPAL DEBTOR IS HEREBY WAIVED. THIS GUARANTEE MAY ONLY BE REVOKED BY WRITTEN NOTICE WHICH SHALL BE SENT TO THE CREDITOR'S CREDIT OFFICE BY CERTIFIED MAIL. ANY REVOKATION DOES NOT REVOKE THE OBLIGATION OF THE GUARANTORS TO PROVIDE PAYMENT FOR INDEBTEDNESS INCURRED PRIOR TO THE REVOKATION.

| | |
|-------------------|--------------------|
| GUARANTOR'S NAME: | SIGNATURE: |
| HOME ADDRESS: | CITY/STATE/ZIP: |
| DATE: | TAX ID OR S.S. NO. |
| GUARANTOR'S NAME: | SIGNATURE: |
| HOME ADDRESS: | CITY/STATE/ZIP: |
| DATE: | TAX ID OR S.S. NO. |
| HOME PHONE: | EMAIL ADDRESS: |

AUTHORIZATION TO ESTABLISH CREDITWORTHINESS & TERMS AND CONDITIONS:

THE ABOVE INFORMATION IS WILLINGLY SUPPLIED AND THE CREDITOR IS AUTHORIZED TO CONTACT THE ABOVE BANK AND TRADE REFERENCES IN ORDER TO ESTABLISH THE CREDIT WORTHINESS OF THE ABOVE NAMED COMPANY

I HAVE READ AND UNDERSTAND THE ATTACHED TERMS AND CONDITIONS, AND HEREBY AGREE TO THEM.

| | |
|-------------------|------------------------|
| APPLICANT'S NAME: | TITLE: |
| DATE: | APPLICANT'S SIGNATURE: |

APPLICATION MUST BE COMPLETED BEFORE CREDIT WILL BE APPROVED

Nova Technology International, LLC
Terms and Conditions of Sale

Nova Technology International, LLC (Seller) and the customer shown on the sales order acknowledgement agree as follows:

1. **SUBJECT OF AGREEMENT.** Customer shall purchase from the seller and Seller shall produce Customer's requirements of the commercial product(s) identified on the sales order acknowledgement.
2. **ACCEPTANCE AND GOVERNING PROVISIONS.** Customer shall be deemed to have accepted terms of this Terms and Condition of sale unless Customer provides Seller written notice of objection to its contents within 10 days of receiving, by deliver, facsimile, United States mail or otherwise a copy of these Terms and Conditions of Sale. No modification, change, renunciation or waiver by Seller of any term or condition hereof or of any of Seller's rights or remedies hereunder shall be binding on the Seller nor shall the order hereby acknowledged by countermanded or changed by Customer unless in each instance Seller shall in advance thereof have expressly consented thereto in writing by Seller's authorized officer and any purported oral or other consent thereto shall be null and void, there being no representations agreements promises or understandings between Customer and Seller that are not expressed herein. Seller's failure to object to provisions contained in any purchase order or other communication from customer shall not be construed as a waiver of these terms and conditions not an acceptance of any such provisions.
3. **CANCELLATION AND RETURNS.** Verbal or written orders confirmed by sales order acknowledgement cannot be cancelled or altered by Customer except upon terms acceptable to Seller, as evidenced by written consent signed by Seller's authorized officer. Customer shall compensate Seller against loss incurred by Seller with respect to a cancelled or altered order, including but not limited to costs for raw materials, tooling, engineering, handling overhead and productions. No goods may be returned to Seller for credit except with Seller's prior written permission and then only in compliance with Seller's return shipment instructions. In event of any cancellation by Seller, Seller shall not be liable to Customer for any damages whether compensatory, consequential or otherwise.
4. **ALTERATIONS.** Alterations represent work performed in additional to the original specifications. Such additional work shall be charged at current rates and shall be supported with documentation upon request.
5. **INSURANCE.** Customer assumes all risks with respect to and will carry adequate insurance on all property furnished and/or owned by Customer while in storage on Seller's premises either before or after the manufacturing process or while in transit to or from Seller's premises. Seller insures Customer's materials during the manufacturing process. Seller's liability for such materials will not exceed the amount actually recovered under Seller's insurance prices.
6. **DELIVERY.** Unless otherwise specified the price quoted is for a single shipment without storage F O B local Customer's place of business or F O B Seller's platform for out-of-town customers. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges related to delivery from Customer to Seller, or from Customer's supplier to Seller are not included in any quotations unless specified. Special priority pickup or delivery service will be provided at current rates upon Customer's request. Materials delivered from Customer or its suppliers are verified with delivery ticket as to cartons, packages or items shown only. The accuracy of the quantities indicated on such tickets cannot be verified and Seller cannot accept liability for shortage based on supplier's tickets. In the event of unavailability or delay or interruption of transportation by the usual common carriers used by Seller (including the U.S. Postal Service) the time such unavailability, delay or interruption of such transportation shall be excluded in computing the time of shipment. All claims for damage in transit shall be made within five (5) days after the receipt of shipment and are contingent upon notation of damage on bill of lading. Claims for shortage or other errors in delivery must be made within five (5) days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Customer.
7. **TERMS; SECURITY.** Unless otherwise provided in writing, the invoice amount will be due thirty (30) days from the date of shipment. Interest on the past due accounts shall be due from Customer at the lesser of 18% per annum or the maximum contract rate permitted by law. If during the period of performance of an order, the financial condition of the Customer does not justify the terms of the payment specified, Seller may demand full or partial payment in advance before proceeding with the work or satisfactory security or guarantees that invoice will be promptly paid when due, or at its option with prejudice to other lawful remedies, may defer delivery or cancel this contract. As security for payment of any sum due or to become due hereunder or under terms of any Agreement, Seller shall have the right if necessary to retain possession of and Customer grants Seller a lien on all Customer property in Sellers possession including work in process and finished work. Customer hereby agrees to execute such Security Agreement and Financing Statements as Seller may reasonably request. The extension of credit or acceptance of notes, trade acceptances, or guarantees of payment shall not affect such security interest and lien.
8. **WARRANTIES AND REMEDY.** Seller warrants that the goods and/or services furnished hereunder will conform to the specific description thereof in Seller's proposal or in this Agreement and will be free from defects in materials and workmanship. Claims for defects, damages or non-conformance must be made by the Customer in writing within a period of five (5) days after delivery of the goods of performance of the services by Seller to Customer. Failure of the Customer to make such claim within that 5-day period shall constitute irrevocable acceptance and an acknowledgement by Customer that the goods and/or services fully comply with the terms, conditions and specifications of this Agreement. Any good and/or services proved to Seller's satisfaction to be defective or nonconforming within the 5-day period shall be replaced or reworked by Seller at Seller's expense. SELLER'S SOLE OBLIGATION AND CUSTOMERS EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO SUCH REPLACEMENT OR REWORK OR TO THE REFUND BY SELLER TO CUSTOMER OF ANY MONIES PAID BY CUSTOMER TO SELLER.
9. **DISCLAIMER OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.** SELLER AND CUSTOMER AGREE THAT THE FOREGOING WARRANTIES IN SECTION 14 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH OTHER WARRANTIES SELLER HEREBY DISCLAIMS. Seller shall not be subject to any other obligations or liabilities whatsoever with respect to the goods and/or services furnished hereunder or any undertakings act or omissions relating thereto.
10. **NO CONSEQUENTIAL DAMAGES.** SELLER SHALL NOT BE LIABLE TO CUSTOMER OR TO ANYONE CLAIMING UNDER CUSTOMER FOR ANY CONSEQUENTIAL INCIDENTAL PUNITIVE OR CONTINGENT DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO LOST PROFITS INCURRED BY CUSTOMER OR BY ANYONE CLAIMING UNDER CUSTOMER
11. **INDEMNIFICATION.** Customer will indemnify and hold harmless the Seller from and against any and all losses, costs, expenses (including reasonable and necessary attorney's fees) and damages incurred by Seller on account of any claims, demands, actions or proceedings that may be instituted against Seller on grounds alleging that the goods and related services provided by Seller to Customer pursuant to this Agreement violate or infringe any patents, copyrights, trademarks or any proprietary rights of any person or that they violate any laws, governmental regulations or directives. The Customer agrees at the Customer's own expense to promptly and vigorously defend any such claim, demand, action or proceeding that may be brought against Seller provided that Seller shall promptly notify the Customer with respect thereto and provide further that Seller will give the Customer such reasonable time as the exigencies of the situation may permit in which to undertake the defense and that Seller will reasonably cooperate with Customer in the defense.
12. **COLLECTION COSTS.** Customer agrees to reimburse Seller for Seller's reasonable and necessary attorney's fees, interest and other reasonable and necessary costs incurred by Seller in collecting any sums owed by customer to seller in connection with any other under this agreement
13. **TITLE AND RISK OF LOSS.** Title and risk of loss of finished and semi-finished work shall pass to the customer upon the earliest of Seller's (i) mailing of invoices for finished work or (ii) delivery to the carrier or (iii) delivery into storage regardless of whether the transport medium or storage facilities are owned and/or operated by Seller an regardless of whether Seller charges customer for storage provided, however with respect to finished work shipped on "FOB Destination Point" basis as evidenced by explicit reference to those words in the sales order acknowledgment, title and risk of loss shall pass to customer upon Seller's tender of delivery to Customer at the designated destination point(s). The risk of loss of property furnished and/or owned by Customer shall be on Customer while such property is on Seller's premises either before or after the manufacturing process and while in transit to or from Seller's premises. Seller shall bear the risk of loss during the manufacturing process subject to the limitations of exclusions of its all-risk insurance coverage therefor.
14. **SELLER'S RIGHTS UPON CUSTOMER'S DEFAULT.** If during the terms of this agreement any amount due seller from Customer under this or any other agreement shall remain unpaid at due date, or if Customer defaults in the performance of any covenant or condition of this Agreement, Seller shall have the right to terminate this Agreement, to declare immediately due and payable all obligations of the Customer for the work theretofore furnished by Seller under this Agreement to retain possession of any work or materials, (including but not limited to work-in-process and undelivered work) owned by Customer or furnished by or on behalf of Customer to change credit terms with respect to any further work furnished by Seller, and to suspend or discontinue any further work until overdue amounts are paid in full and cash or security satisfactory to Seller convening further work as may be required by Seller is deposited in advance with Seller. There foregoing rights of Seller shall be in addition to an not in substitution for any other rights of Seller and suspension or discontinuance of work by Seller pursuant to this section shall not in any way prejudice any claim or right of action which Seller may have by reason of any breach of this Agreement by Customer
15. **PURCHASE ORDERS.** This Agreement is the entire Agreement between the Customer and Seller and the Customer acknowledges that this is the operating document even though for the sake of convenience, Customers purchase order is issued. Seller shall not be bound by terms on Customers standard purchase order unless this Agreement is specifically modified in writing signed by Seller's authorized Officer.
16. **GOVERNING LAW.** The Laws of the State of Wisconsin will govern the right and liabilities of Seller and Customer under this Agreement
17. **FINAL WRITTEN EXPRESSION.** THIS AGREEMENT, ALONG WITH ANY SALES ORDER ACKNOWLEDGEMENT ACCOMPANYING THIS AGREEMENT CONSTITUTES A FINAL WRITTEN EXPRESSION OF ALL TERMS OF THE AGREEMENT FOR SELLER TO PROVIDE GOODS AND/OR SERVICES TO CUSTOMER AS DESCRIBED IN THE JOB CONFIRMATION AND IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THESE TERMS AND SUCH AGREEMENT. ANY NEGOTIATIONS OR UNRESTANDING BETWEEN SELLER AND CUSTOMER NOT CONTAINED IN THIS AGREEMENT OR ON THE SALES ORDER ACKNOWLEDGEMENT HAVE NO FORCE OR EFFECT AND ANY AND ALL PURCHASE ORDERS, CORRESPONDENCE OR STATEMENTS BY CUSTOMER THAT CONFLICT WITH THIS AGREEMENT OR THE SALES ORDER ACKNOWLEDGEMENT SHALL HAVE NO EFFECT. IF THE TERMS OF THIS AGREEMENT CONFLICT WITH THE TERMS OF THE SALES ORDER ACKNOWLEDGEMENT THIS AGREEMENT SHALL CONTROL.