

Credit Application

Cavity Sliders USA Inc., 548 Finney Ct, Gardena, CA 90248

Telephone: 888 466 0030 Email: info@cavilock.com

EIN# 46-3113898

The information provided on this form will be used only for the purposes of obtaining credit reference information on the Applicant.

Legal Name of Business: _____ (“Applicant”)

Doing Business As: _____

Resale Number: _____

Postal Address: _____

Delivery Address: _____

Address of Service of Process: _____

Phone Number: _____ Fax Number: _____

Nature of Business: _____ Date of Commencement: ___/___/____ (by current owners)

Email Address: _____ Web Site Address: _____

Director’s/Owner’s Name: _____ Address: _____ Phone: _____

Director’s/Owner’s Name: _____ Address: _____ Phone: _____

Type of Business: Sole Proprietorship Partnership Company Other (specify): _____

Date of Commencement (if a Company): ___/___/____

Manager’s Name: _____ Phone Number: _____

Accounts Payable Name: _____ Phone Number: _____

Bank Name/Branch: _____ Account No: _____ Phone: _____

Trade References - NO SUBCONTRACTORS PLEASE

Company	Contact	Email	Phone	City	State
1 _____	_____	_____	_____	_____	_____
2 _____	_____	_____	_____	_____	_____
3 _____	_____	_____	_____	_____	_____

I/We irrevocably authorise any person, trust or company to provide Cavity Sliders USA Inc. with information as they may require in response to credit enquiries.

I/We hereby make application for a credit account to be opened in the above name and irrevocably authorise any company or person to provide Cavity Sliders USA Inc. with such information as they may require which satisfies their credit enquiries.

I/We warrant that the foregoing information is correct to the best of my/our knowledge, and that I/We have read, understood and agree to be bound by the Cavity Sliders USA Inc. Terms of Trade for Goods and Services as set out attached. Upon signing this credit application I/We also understand and accept that the terms and conditions of the Terms of Trade for Goods and Services will govern every order or confirmation of quotation that I/We enter into with Cavity Sliders USA Inc. for the purchase of Goods and Services, and that the Terms of Trade also constitutes a Security Agreement for the Goods and Services and the proceeds from sale thereof as Collateral.

I/We hereby assent for the purposes of s.36 (b) of the Personal Properties Securities Act to the terms of this Application for Credit and Terms of Trade for Goods and Services and to the retention of title clauses creating a Purchase Money Security Interest in all and any Goods and Services previously supplied and in any and all Goods and Services that will be supplied in the future that remain unpaid by us/we up to the credit limit agreed in this Application for Credit. I/We further hereby waive the right to receive a verification statement for purposes of s.148 of the Act.

I/We warrant to Cavity Sliders USA Inc. that I/We are authorised Directors, Employees or Agents of the Applicant to enter into this contract on behalf of the Applicant.

Authorised Signature: _____ **Date:** _____ **Notes** _____

Print Name: _____ **Credit Limit Requested:** _____

Title: _____ **Authorised by:** _____

Signed as Personal Guarantor(s): _____

Upon signing the attached Guarantee and Indemnity declaration I/We jointly and severally acknowledge the credit limit as a continuing guarantee.

Guarantee And Indemnity

IN CONSIDERATION of Cavity Sliders USA Inc. ("the vendor") supplying and continuing to supply goods and/or services to _____ ("the customer") I/WE JOINTLY AND SEVERALLY:

- 1. GUARANTEE** the payment on demand to the vendor of all moneys now owing to the vendor by the Customer and all further sums of money from time to time owing to the vendor by the Customer in respect of goods and services supplied or to be supplied by the vendor to the Customer or any other liability of the Customer to the vendor.
- 2. HOLD HARMLESS AND INDEMNIFY** the vendor on demand, as a separate obligation, against any liability (including but not limited to damages, costs, losses and legal fees) incurred by or assessed against the vendor in connection with:
 - ▮ the supply of goods or services to the Customer; or
 - ▮ the recovery of moneys owing to the vendor by the Customer including the enforcement of this guarantee; or
 - ▮ moneys paid by the vendor with the Customer's consent in settlement of a dispute that arises or results from a dispute between the vendor, the Customer and a third party, or any combination thereof, over the supply of goods or services by the vendor to the Customer.
- 3. ACKNOWLEDGE** this Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the vendor by the Customer and all obligations herein have been fully paid, satisfied and performed.
- 4. FURTHER ACKNOWLEDGE** that no granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the vendor's part (whether in respect of the Customer or any one or more of any other guarantor(s) or otherwise) and no failure by any named guarantor to properly execute this deed shall impair or limit the liability under this Guarantee and Indemnity of any guarantor. Without affecting the Customer's obligations to the vendor, each guarantor shall be a principal debtor and liable to the vendor accordingly.
- 5.** I/We irrevocably authorise the vendor to obtain from any person or company any information which the vendor may require for credit reference purposes. I/We further irrevocably authorise the vendor to provide to any third party, in response to credit reference and enquires about me/us or by way of information exchange with credit reference agencies, details of this guarantee and any subsequent dealings that I/We may have with the vendor as a result of this guarantee being actioned by the vendor.
- 6.** I/We further acknowledge that the above information is to be used by the vendor for all purposes in connection with the vendor considering this guarantee and the subsequent enforcement of the same.

GUARANTOR -1

Signed _____ Full name _____

Present address _____

SIGNATURE OF WITNESS _____

Name of Witness _____ Occupation _____

Present Address _____

EXECUTED as a deed this _____ day of _____ 20 _____

GUARANTOR -2

Signed _____ Full name _____

Present address _____

SIGNATURE OF WITNESS _____

Name of Witness _____ Occupation _____

Present Address _____

EXECUTED as a deed this _____ day of _____ 20 _____

- Note:
- 1** If the Customer is a sole trader or partnership the guarantor(s) should be some other suitable person(s).
 - 2** If the Customer is a company the guarantor(s) should be a director and/or shareholder.
 - 3** If the Customer is a club or incorporated society the guarantors should be the president and secretary or other committee member.

GENERAL RESALE CERTIFICATE

Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER _____

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE _____

 PRINTED NAME OF PERSON SIGNING _____ TITLE _____

ADDRESS OF PURCHASER _____

TELEPHONE NUMBER _____ DATE _____
()

Cavity Sliders USA Inc. TERMS OF TRADE FOR GOODS AND SERVICES

1. Exclusive Terms

All orders shall be governed by the following terms and conditions. These terms and conditions shall constitute the complete Agreement between the purchaser of the goods (herein called "Buyer") and Cavity Sliders USA Inc. (herein called "Vendor") and shall supersede all prior and contemporaneous oral and written statements of any kind whatsoever made by the parties and their representatives.

2. Acceptance

Vendor's acceptance of any order is expressly conditioned upon Buyer's assent to the terms and conditions contained in this Agreement. Any added, varied, or conflicting terms in Buyer's Purchase Order, or elsewhere in any correspondence from Buyer, are hereby objected to and shall not bind Vendor. Buyer shall notify Vendor in writing, as soon as practicable after receipt of Vendor's acceptance of Buyer's order, of any objection to the terms of this Agreement. Buyer's failure to notify Vendor of any objection shall conclusively indicate Buyer's assent to and acceptance of all terms and conditions herein. Buyer expressly accepts the terms and conditions herein at the exact moment Vendor commences performance on any purchase order requiring or providing for Vendor to commence performance prior to Buyer's receipt of Vendor's written acknowledgment.

3. Prices

Vendor has the right to change, without notice, any prices and/or specifications contained in its catalog or any other writing that does not expressly prohibit such change.

4. Taxes

Any applicable federal, state, local or other government taxes or charges on the sale or shipment of the goods covered by this Agreement shall be added to the price and paid by Buyer. Buyer agrees to hold Vendor harmless from all such taxes, including interest and penalties thereon, and any costs and expenses in connection thereupon.

5. Shipment, Freight and Delivery

Except as otherwise provided, all prices are F.O.B. Vendor's warehouse in Los Angeles, California.

6. Terms

Except as otherwise provided, payment terms are net thirty (30) days from date of Vendor's invoice. A late payment charge of one and one half percent (1.5%) per month (but not in excess of the legal maximum) may be added to all past due balances. Buyer is responsible for reasonable attorney's fees, costs and expenses incurred in connection with the collection of past due balances. Buyer shall have no right of set-off. Buyer's cancellation of orders for any items referred to in the Vendor's current catalog is subject to a service charge to cover the costs of initial processing and/or production of the order.

7. Financial Responsibility

Shipments and deliveries of all items shall at all times be subject to approval of Vendor's Credit Department. Vendor at any time may require payment in advance or satisfactory security or guarantee that invoices will be promptly paid when due. Prior to credit approval orders will only be shipped on the basis of payment in advance. Buyer should submit a completed credit application with its initial order to expedite credit approval. In addition to and without limiting Vendor's existing rights and remedies, Vendor reserves the right to withhold further deliveries and/or terminate this or any other contract with Buyer, if Buyer fails to comply with the terms of this or any other Agreement. Upon Vendor's termination of this Agreement, all unpaid amounts Buyer owes Vendor shall become immediately due and payable.

8. Buyer's Agreement to Defend

Buyer agrees to defend, protect, and save Vendor harmless against all suits at law or in equity and from all costs of suit, reasonable legal fees, expenses, damages, claims, and demands arising out of or awarded in connection with any goods: (a) sold or supplied to Buyer by Vendor that are not maintained and operated in accordance with Vendor's recommended procedures, or (b) sold or supplied to Buyer by Vendor to meet Buyer's specifications, requirements, or instructions.

9. Notice of Accident or Malfunction

Buyer shall notify Vendor promptly and in any event within thirty (30) days of any accident or alleged malfunction involving goods manufactured or sold by Vendor. Buyer agrees to protect, defend, and save Vendor harmless (as provided in paragraph 8), in the event that Buyer fails to give such notice to Vendor and to so cooperate. Buyer agrees to provide reasonable support and cooperation to the Vendor in the investigation of any accident or alleged malfunction of involving goods manufactured or sold by Vendor.

10. Warranty

Except as otherwise provided, Vendor warrants for a period of two (2) years from the date of shipment that the goods supplied to Buyer shall be of good materials and workmanship. Vendor makes no warranty with respect to the following: (a) materials not manufactured by Vendor, the use of which is suggested by Vendor's general recommendations, application or installation procedures, or otherwise; (b) goods sold by Vendor to Buyer for other than resale; and (c) all display items sold by Vendor to Buyer. THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR WARRANTIES ARISING OUT OF COURSE OF DEALING OR CUSTOM OR TRADE. Vendor DOES NOT ASSUME, NOR AUTHORIZE ANY REPRESENTATIVE OR OTHER PERSON TO ASSUME FOR IT, ANY OBLIGATION OR LIABILITY OTHER THAN AS EXPRESSLY SET FORTH HEREIN.

11. Limitation of Remedies

Vendor's obligations under the above warranties (contained in Section 10) are conditioned upon Vendor actually receiving notice from Buyer of the alleged defect within two (2) years from date of shipment and the allegedly defective goods revealing an actual defect upon examination by Vendor. Vendor shall not be liable for any labor or other expenses incurred by Buyer in the removal, repair, or replacement of the goods or any component part claimed to be defective, nor shall Vendor be liable for any expenses incurred by the Buyer in order to remedy any defect. Vendor shall not be liable for any consequential, special, or contingent damages or expenses, arising directly or indirectly from any defect in the goods, or from Buyer's use or inability to use such goods. The discharge of Vendor's warranty obligation hereunder shall constitute fulfillment

of all liabilities of Vendor to Buyer, whether based on contract, negligence, or otherwise.

The remedies set forth herein shall be the exclusive remedies available to the Buyer and in lieu of all other remedies, and the liability of Vendor, whether in contract, in tort, warranty or otherwise, shall not exceed the price of the goods sold, supplied, or furnished by Vendor. Any suit or action arising out of or relating to this Agreement or the breach thereof must be commenced within two (2) years after the cause of action has accrued. The foregoing shall not limit the time within which any suit or action must be brought to collect an amount agreed to be paid by Buyer or to enforce a judgment or to collect any amount awarded to Vendor. The sole purpose of the stipulated exclusive remedy shall be to provide Buyer with a credit or replacement for, or repair of, defective parts in the manner provided herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Vendor is willing to credit Buyer's account, repair, or replace the defective part(s) in the manner prescribed herein.

12. Shortages

Buyer must make claim for credit due to shortage within five (5) days of the date of the shipment. Any shortage claim not made within this period is conclusively deemed waived by Buyer.

13. Returns

Buyer must receive a Returned Materials Authorization (RMA) prior to returning goods. Buyer must request an RMA within thirty (30) days of the date of the shipment in order to be considered. Vendor will not issue an RMA for special order, non-stock, obsolete or made-to-measure goods. All goods returned to Vendor must be in the original packaging and in resalable condition and must pass inspection before any credit is issued by Vendor.

14. Handling Charges for Returns

Buyer is subject to a handling charge of no less than twenty dollars (\$20.00) and no more than twenty percent (20%) of the sales price of the returned goods. Defective goods, as verified by inspection, are not subject to a handling charge.

15. Damages

Vendor is not liable for any damages to goods sustained during shipment. Buyer is responsible for filing any damage claims with freight carriers and is subject to the rules of the freight carriers regarding the timing and processing of claims. IN NO EVENT WILL Vendor BE LIABLE TO BUYER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES, ARISING FROM ANY SOURCE, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF Vendor HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

16. Defaults or Delays

Vendor shall not be liable for any default or delay in the production or delivery of all or any goods resulting either directly or indirectly from (a) accidents to, breakdowns, or mechanical failure of Vendor's plant, machinery, or equipment; strikes or other labor troubles; labor shortages; fire; flood; wars; acts of the public enemy, acts of God; delays of suppliers; delays in transportation or lack of transportation facilities; embargoes; shortages of, or reductions in energy sources; priorities, allocations, limitations, restrictions, or other acts required or requested by Federal, state, or local governments, or any subdivision, bureau or agency thereof; or (b) any cause beyond the control of Vendor.

17. Governing Law

Both Buyer and Vendor execute all orders with reference to the laws of the State of California and the rights of all parties and the construction and effort of every provision of this Agreement shall be subject to and construed according to the laws of the State of California, without giving effect to any conflicts of laws principles that would obtain a different result.

18. Binding Effect

The provisions of any order shall bind and inure to the benefits of Vendor and Buyer and their respective successors and permitted assigns. However, neither this Agreement, nor any part thereof or right thereunder, may be assigned by Buyer without the prior written consent of Vendor.

19. Waiver

The right of either party to require strict performance by the other party of any or all terms and conditions of this Agreement shall in no way be affected or impaired by prior waiver, forbearance, or course of dealing.

20. Interpretation

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement should be prohibited or invalid under appropriate law, that provision will be deemed deleted and the remaining provisions of the Agreement will remain in full force and effect. The subject headings of the sections of this Agreement are included for the purpose of convenience only and will not affect construction or interpretation of any of its provisions.

21. Intellectual Property Liability

The Buyer agrees that where the Vendor provides written instructions, written technical advice, drawings, designs, models, prototypes or samples the ownership (whether they are trademarked or not) shall remain the intellectual property of the Vendor and the Buyer agrees that it can only use the intellectual property in the use of the Goods or Services and that it will not give, sell or assign the intellectual property of the Vendor to any third party. Where the Vendor has followed plans, drawings, designs, specifications and instructions being oral or written provided by the Buyer, the Buyer shall indemnify the Vendor against damages, costs and expenses in respect of which the Vendor may become liable by following such plans, drawings, designs, specifications and instructions and including those arising from the infringement of patents, copyrights or trademarks by the Purchaser. If any claim is made against the Buyer in respect of infringement of copyright, patent or registered design (intellectual property) relating to the Goods supplied by the Vendor for the use of the Buyer, the Buyer shall advise the Vendor and follow the directions of the Vendor with regard to defence or security of the intellectual property and the Vendor will decide its course of action and indemnify the Buyer against all claims against infringement of intellectual property brought by any third party.

Please initial _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Cavity Sliders USA Inc	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 548 Finney Ct	Requester's name and address (optional)
	6 City, state, and ZIP code Gardena, CA 90248	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	6	-	3	1	1	3	8	9	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/17/2017</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.