

## Reseller Credit Application and Agreement

Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Accounts Payable Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Web Site: \_\_\_\_\_ Email Address: \_\_\_\_\_

Firm is a:       Corporation       Proprietorship       Partnership       LLC       LLP

Year Established: \_\_\_\_\_ DUNS#: \_\_\_\_\_

Location is a:       Branch       Division       Subsidiary

Parent Company Name: \_\_\_\_\_ Parent Co. Contact: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Type of Acct:       COD/Company Check       Open Acct / Requested Credit Limit \$ \_\_\_\_\_

### Owners, Partners or Officers

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

### Business Bank References

Name	Address	Ph	Fx	Acct #
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1. \_\_\_\_\_

2. \_\_\_\_\_

### Trade References

Name	Address	Ph	Fx	Acct #
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1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Company Information: *TouchSystems's primary contact for sales and marketing communications.*

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Signature of Principal: \_\_\_\_\_ Title: \_\_\_\_\_

TouchSystems Sales Rep: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS AND CONDITIONS

**Entire Agreement:** The terms and conditions set forth herein, including the terms and conditions incorporated and made part of this Agreement, constitute the sole and entire agreement between TSC and the Reseller in relation to the sale of goods and/or services. Except as otherwise agreed by TouchSystems Corporation and its subsidiaries ("TSC") in writing, the following Agreement will apply to all orders received and all sales made by TSC, and TSC's acceptance of any offer or order of Reseller is hereby expressly made in reliance on Reseller's assent to all terms and conditions hereof, including the terms and conditions that are fully incorporated and made part of this Agreement by reference. TSC shall not be bound by any printed matter appearing on forms or orders submitted by Reseller which attempts to impose upon TSC terms and conditions which are different from and/or additional to these terms and conditions. Any such additional and/or different terms and conditions shall constitute proposals for additions to the Agreement, are deemed to materially alter the terms and conditions, and are hereby objected to and rejected by TSC, unless an authorized representative of TSC consents in writing to such additional and/or different terms and conditions by making specific reference to the additional and/or different terms and conditions.

**ADDITIONAL TERMS: THE PARAGRAPHS TITLED "LIMITED WARRANTY; SUITABILITY", "LIMITATION OF LIABILITY AND INDEMNITY", "CONTINGENCIES", "ACCEPTANCE; RETURNS", "MEDICAL APPLICATIONS", "PROPERTY FURNISHED BY BUYER", AND "CANCELLATION OF CUSTOM PRODUCTS" IN THE TERMS AND CONDITIONS FOUND AT <http://www.touchsystems.com/terms> ARE HEREBY FULLY INCORPORATED HEREIN AND MADE A PART OF THIS AGREEMENT. ANY UNILATERAL CHANGES BY TSC IN THE AFOREMENTIONED PARAGRAPHS AS MADE FROM TIME TO TIME IN THE REFERENCING AGREEMENT SHALL BE ACCEPTED AS PART OF THIS AGREEMENT AND FULLY INCORPORATED HEREIN.**

**Sales Tax:** The resale certificate must be submitted for the state in which the billing address is located. If any certificate of Reseller is deemed invalid by any applicable taxing authority, Reseller shall pay all such taxes and any fines, penalties, or costs arising out of such invalid certificate.

**Price:** The sale price(s) for goods delivered hereunder are accepted as stated on TSC's order acknowledgment. All quotations of TSC are subject to change at any time prior to acceptance of an order and expire thirty (30) days from the date given. Prices do not include shipping costs, which will be billed in addition to the price for the goods.

**Delivery:** Delivery or shipping dates, if any, are approximate only and merely represent TSC's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transaction covered by this Agreement, except with respect to Reseller's obligation to make all related payments. TSC will not be liable for any loss or expense (consequential or otherwise) incurred by Reseller as a result of any delay in delivery for any reason other than arbitrary refusal by TSC to perform. TSC reserves the right to make partial deliveries.

**Title Passage:** All deliveries will be F.O.B. TSC's factory via a carrier selected by TSC at its option, or otherwise by Reseller, freight collect, to Reseller and will be packed in TSC's standard shipping packages.

**Credit/Payment:** TSC is authorized to investigate Reseller's business and/or personal credit record, financial information, and references and to report to responsible persons and bureaus Reseller's performance

under this Agreement. Reseller agrees to provide further financial information and documentation as may be required from time to time by TSC. Reseller shall pay the full amount of any invoice on or before the date for payment set forth on such invoice or be subject to finance charges of ten percent (10%) per annum plus payment of all costs of collection. In the event that any invoice is not paid when due, in addition to payment of finance charges and collection costs, TSC may, at its option, require that all other orders be sent C.O.D. until the account is paid in full, or may suspend further deliveries until the account is paid in full, or may terminate this Agreement. TSC may also elect to institute one or more of these remedies if Reseller fails to give reasonable assurances of due performance, or if in TSC's opinion there is an adverse change in Reseller's financial condition. All payments shall be in U.S. Dollars. There shall be a \$25.00 charge for any returned unpaid check.

**Security Interest:** TSC retains a security interest in all goods and all proceeds and products thereof, including insurance proceeds, until all amounts due or to become due hereunder have been paid. Any repossession and removal of goods shall be without prejudice to any of TSC's other remedies at law or in equity. Reseller agrees, without further consideration, at any time to do or cause to be done, executed and delivered, all such further acts and instruments (including without limitation financing statements appropriate for filing) as TSC may reasonably request in order to perfect TSC's security interest. Reseller will execute and deliver to TSC on demand, and hereby irrevocably appoints TSC (or an officer of TSC) the attorney-in-fact of Reseller (which appointment is agreed to be coupled with an interest) to execute, deliver and file such financing statements and other instruments (including but not limited to Uniform Commercial Code continuation statements) and Reseller shall pay to TSC all costs associated with the foregoing.

**Defective Product:** Notwithstanding any other provision in this Agreement, Reseller must secure a Return Materials Authorization (RMA) before making any return. RMA's shall remain valid for 30 days from date of issue.

**Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA. Venue shall be proper in the state, federal, and local courts of Williamson County, TX; any other venues should be excluded. Any conflict of law or choice of law principle which would lead to the application of different law shall be ignored, so that the substantive and procedural laws of the state of Texas are always controlling. The Reseller submits to the personal jurisdiction of Williamson County, TX courts.

**Assignment:** Reseller shall not assign any of its rights nor delegate any of its duties or obligations under this Agreement without the prior written approval of TSC. Any such assignment or delegation without TSC's prior written consent shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assigns of TSC and Reseller.

**Waiver:** No course of dealing between TSC and Reseller or delay on the part of TSC in exercising any rights hereunder shall operate as a waiver of any of TSC's rights hereunder. TSC's waiver or acceptance of any breach by Reseller of any provision of the Agreement shall not constitute a waiver of or excuse for nonperformance as to any other provision of the Agreement nor as to any prior or subsequent breach of the same provision.

**Enforceability:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other terms or conditions hereof.

**Representations:** The Reseller attests that the information and statements provided in this application are true and complete. The Reseller additionally attests that they have read and understand this Agreement along with the terms and conditions incorporated herein, and agree that the Agreement will govern the purchase and delivery of all goods by TSC to Reseller.

Signature of Principal: \_\_\_\_\_

Title: \_\_\_\_\_

TouchSystems Sales Rep: \_\_\_\_\_

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