

APPLICATION FOR CREDIT ACCOUNT

COMPANY INFORMATION

Company Name:

Trading Address	Invoice Address (if different)	Delivery Address (if different)
Post Code:	Post Code:	Post Code:
Contact Person:	Contact Person:	Contact Person:

Company Registration No :	Names of Directors / Proprietors / Partners
VAT Number :	1)
Date Established :	2)
Nature of business :	3)
Company type: LIMITED / PARTNERSHIP / SOLE TRADER	4)
Amount of credit requested :	5)

CONTACT INFORMATION

Please provide the following contact information

<i>Accounts Contact</i>	<i>Purchasing Contact</i>
Name:	Name:
Position:	Position:
Tel:	Tel:
Email for invoicing:	Fax:
Email queries (if different):	Email:

TRADE REFERENCES

Please provide full details for two (or more) trade references including telephone and fax numbers

Reference 1	Reference 2	Reference 3 (optional)
Name:	Name:	Name:
Address:	Address:	Address:
Post Code:	Post Code:	Post Code:
Tel:	Tel:	Tel:
Fax:	Fax:	Fax:
Email:	Email:	Email:

PLEASE PROVIDE A COPY OF YOUR COMPANY'S LETTERHEAD WITH THIS APPLICATION

I/We hereby apply for a credit account with KJL Ltd in accordance with your Terms and Conditions

I/We confirm the above information is correct and agree to 30 day net payment terms on any credit account granted

I/We give permission for KJL to carry out credit checks and assess our application using licensed credit reference agencies.

Signed:	Position:
On behalf of:	Date:

STANDARD TERMS AND CONDITIONS OF SALE

1.0 Definitions and Agreement: These Standard Terms and Conditions of Sale (“**Terms**”) apply to each offer and each sale of products and services (“**Products**”) by any of Kurt J. Lesker Company (headquarters in United States), Kurt J. Lesker Company Limited (headquarters in United Kingdom), Kurt J. Lesker Canada Inc. (headquarters in Canada) or Kurt Lesker (Shanghai) Trading Company (headquarters in People’s Republic of China). “**We**”, “**us**” and “**our**” refer to the company making the offer or sale of Products. “**You**” and “**your**” refers to the customer receiving that offer or purchasing the Products. Our “**Agreement**” to sell you Products includes only (a) these Terms, (b) the written proposal, quotation and/or sales order issued by us to you for those Products, (c) the purchase order issued by you to us for the Products, to the extent that purchase order is accepted or acknowledged in a writing issued by us to you and (d) the written acceptance or acknowledgment of your purchase order issued by us to you. The Agreement is the entire agreement and understanding between you and us with respect to offer and sale of the Products to you. Changes to our Agreement, including changes in or to the Products, must have our prior written approval in order to become effective and part of the Agreement. **Unless we otherwise expressly agree in writing, (a) these Terms will prevail over any conflicting terms appearing in your purchase order or any other document issued by you and (b) all such conflicting terms are hereby expressly rejected.**

2.0 Price Exclusions: Our price for the Products does not include (a) any taxes, duties and similar levies, assessments and charges, (b) shipping or handling or (c) installation or training. Unless otherwise specified in the Agreement, all of these items are in addition to our price for the Products and are solely your responsibility. You agree to pay them.

3.0 Payment: You will pay for the Products cash in advance or, upon our approval of your credit, within 30 days after the date we transmit our invoice to you. We can charge and collect from you a late fee equal to one and one half percent (1.5%) of any past-due amount for each month in which that amount remains unpaid, except to the extent such charge and collection is prohibited by applicable law.

4.0 Export Controls, etc.: You will not acquire, export, import or transfer the Products in violation of any applicable laws or regulations of any country, including without limitation applicable United States’ Export Administration Regulations. You are responsible for obtaining any required export or import licenses. You will provide us appropriate end use documentation at our request.

5.0 Delivery: Delivery will be Free Carrier (FCA) at our premises. INCOTERMS 2010 will apply. Delivery dates are approximate and assume timely receipt from you of all required or necessary payments and information. Delivery may be delayed due to conditions beyond our control. When delivery is delayed at your request, or when delivery delay is caused by you, the Products will be held at your risk and expense. Our delay in delivery will not be a default under the Agreement.

6.0 Title:

6.1 **THIS SUB-SECTION APPLIES IF APPLICABLE LAW PROVIDES (AS DO THE LAWS OF THE UNITED STATES) A PURCHASE-MONEY SECURITY INTEREST, OR SIMILAR RIGHTS, IN FAVOR OF THE SELLER OF GOODS: TITLE AND RISK OF**

loss or damage passes to you when the goods are put into possession of the freight carrier for delivery to you. You grant to us, and we retain, a security interest in the goods to ensure you fully pay for the goods. You agree not to take any action that would interfere with our security interest until you fully pay for the goods.

6.2 This sub-section applies if applicable law does not provide a purchase-money security interest, or similar rights, in favor of the seller of goods: Risk of loss or damage passes to you when the goods are put into possession of the freight carrier for delivery to you. We retain sufficient title in the goods to ensure you fully pay for the goods. You agree not to take any action that would interfere with our title until you fully pay for the goods.

7.0 Limited Express Warranty: We warrant to you that (a) the Products (other than software and services) are manufactured, fabricated and shipped to you free from defects in workmanship and materials, and conform to the written specifications issued by us to you for those Products; (b) Products consisting of software conform to the written specifications issued by us to you for that software; and (c) Products consisting of services conform to standards of practice generally accepted in the appropriate profession and/or industry for services of a similar nature. **THIS LIMITED EXPRESS WARRANTY IS EXCLUSIVE, AND IS IN LIEU OF ALL OTHER WARRANTIES (EXPRESS, IMPLIED OR STATUTORY), INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.** Our warranty (a) for Products, other than services, is in effect for 12 months after delivery and (b) for services is in effect for 12 months after performance. Your right to enforce this warranty is conditioned upon your notifying us of the defect or non-conformity on or before the 30th day after the end of the applicable 12 month period. Your remedy, and our liability, for defect or non-conformity is limited to (a) our repair or replacement of the defective or non-conforming Product (other than services), (b) our re-performance of the defective or non-conforming Product consisting of services or (c) our refund to you of the amount paid by you to us for that Product. We have the sole right to decide whether to repair, replace, re-perform or refund. **WE ARE NOT LIABLE FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (OR OTHER DAMAGES OF THESE TYPES), WHETHER OR NOT ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR BREACH OF WARRANTY AND WHETHER OR NOT FORESEEABLE AT THE TIME OF ENTERING INTO THIS AGREEMENT. IN NO EVENT WILL OUR LIABILITY TO YOU WITH RESPECT TO THE AGREEMENT, THE PRODUCTS AND/OR ANY BREACH EXCEED THE AGGREGATE AMOUNT OF MONEY PAID BY YOU TO US.**

8.0 Return of Products: To request authorization to return Products, you will need to (a) obtain our return authorization form, (b) complete the form and (c) submit that form to us. If we agree to the return, we will issue you a return authorization number. All returns will be governed by our product return policy then in effect.

9.0 Intellectual Property: Our engineering and manufacturing know-how, drawings, prints, specifications and instructions (all regardless of the form in which they exist) developed and/or used by us to manufacture products, and all software source code, are and will remain our exclusive property.

10.0 Governing Law; Forum: The Agreement, and our and your respective rights, obligations, liabilities and responsibilities, will be governed by and interpreted in accordance with the substantive laws of (a) Pennsylvania, United States of America, if Kurt J. Lesker Company is the seller, (b) England and Wales, if Kurt J. Lesker Company Limited is the seller, (c) Ontario, Canada, if Kurt J. Lesker Canada Inc. is the seller and (d) People's Republic of China, if Kurt Lesker (Shanghai) Trading Company is the seller. All claims, disputes, controversies and other matters in question arising out of or related to the Agreement or a breach of the Agreement shall likewise be determined by recourse only to the courts of that country and political subdivision whose substantive laws apply in accordance with this Section. You and we acknowledge and consent to the jurisdiction of said courts to decide said issues. The United Nations Convention on Contracts for the International Sale of Goods will not apply to or govern the Agreement or the sale of Products.

11.0 Survival: The provisions of the Agreement shall, where the context so requires, continue in full force and effect notwithstanding any termination or suspension of the Agreement or the issuance of any payment.

12.0 Headings: The subject headings and/or titles to Sections of these Terms are to facilitate reference only and do not form a part of these Terms and shall not in any way affect the interpretation of these Terms.