



GENERAL APPLICATION INFORMATION

Legal Name of Firm: _____

DBA: _____

Name of Parent Company, If Subsidiary: _____

Contact Person: _____ Email: _____

Accounts Payable Contact: _____ APEmail: _____

Business Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Business Shipping Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Business Industry: _____ Time at Present Location: _____ yrs. _____ mo.

Business Type: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Other: _____

Business Description: ☐ Wholesaler ☐ Sub-distributor ☐ Retailer ☐ Other: _____

Tax ID/RUC Number: _____ National ID Number: _____

D&B Number: _____ Date of Birth: ____ / ____ / ____



Terms and Conditions

- 1.) **ACKNOWLEDGEMENT AND CERTIFICATION.** Applicant hereby agrees that, unless otherwise agreed to by the parties, these terms and conditions shall apply to each invoice relating to the goods sold by Shalbaf LLC dba ParkTel USA located at 70 W. 36th St. Unit 4B New York, NY 10018 (hereafter "ParkTel USA") to Applicant under this Agreement. Applicant hereby certifies that the information furnished in this Agreement and in any financial statements furnished in connection herewith, is true and correct and that the information is being furnished to ParkTel USA for the purpose of inducing ParkTel USA to extend credit to Applicant and Applicant understands that ParkTel USA is relying upon the accuracy of such information.
- 2.) **CREDIT LINE.** Upon ParkTel USA 's approval of Applicant, ParkTel USA , in its sole discretion, will assign Applicant a credit line and ParkTel USA will have the right to increase, decrease or terminate Applicant's credit privileges under this Agreement at any time without prior notice to Applicant except as otherwise required by law.
- 3.) **PAYMENT AND INTEREST.** Payment of the purchase price for the goods and/or services acquired from ParkTel USA by Applicant (the "Goods") shall be made pursuant to the terms set forth in each invoice relating to the Goods and Applicant agrees to pay all charges according to the payment terms established in said invoices. The entire outstanding balance due on all invoices shall become immediately due and payable to ParkTel USA upon default by Applicant in the payment of any invoice. Applicant agrees to pay interest in the amount of one and a half percent (1.5%) per month or the highest rate permitted by law, whichever is less, on each past due payment, pursuant to the terms set forth on the respective invoice until collected.
- 4.) **VARIANCE NOTIFICATION.** Applicant must notify ParkTel USA , in writing, within seventy-two (72) hours of receipt of a shipment of (a) any shortage or discrepancies existing between the Goods charged to Applicant on the invoice relating to such shipment and the Goods actually received by Applicant in such shipment; (b) any damages to the Goods received by Applicant in such shipment; and/or (c) any objections to the payment or other terms set forth in the invoice relating to such shipment. If written notice of such shortage or discrepancy, damage or other objection is not received by ParkTel USA within the time period specified above, the Applicant shall be deemed to have accepted the Goods and the Goods shall be deemed to comply with all the terms, conditions and specifications of the invoice relating to such Goods and Applicant shall be responsible for the entire amount charged on the invoice relating to such shipment.
- 5.) **RETURN OF GOODS.** Goods are returnable only as provided in the applicable manufacturer's warranty for such Goods. If Goods are not returnable under the applicable manufacturer's warranty, the Goods shall be deemed non-returnable and the purchase price of such Goods shall be non-refundable. If the Goods are returnable under the applicable manufacturer's warranty, a return authorization must be obtained by the Applicant and provided to ParkTel USA prior to the return of any of such Goods to ParkTel USA . In the sole discretion of ParkTel USA , either the Goods returned by Applicant will be repaired and returned to Applicant or the purchase price of such Goods will be credited to Applicant's account with ParkTel USA . Applicant must pay all transportation charges relating to the returned Goods. Any returned Goods may be subject to a minimum twenty percent (20%) re-stocking charge. All returned Goods must be returned in the original container with packaging and Applicant must provide proof of purchase.
- 6.) **MANUFACTURER'S WARRANTY AND PARKTEL USA 'S WARRANTY DISCLAIMER.** THE MANUFACTURER'S WARRANTY RELATED TO THE GOODS PURCHASED BY APPLICANT UNDER THIS AGREEMENT SHALL BE THE SOLE WARRANTY AVAILABLE TO APPLICANT AND APPLICANT'S CUSTOMERS WITH RESPECT TO SUCH GOODS. NOT INCLUDING THE MANUFACTURER'S WARRANTY, PARKTEL USA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 7.) **LIMITATION OF DAMAGES.** IN NO EVENT SHALL PARKTEL USA OR ANY PARKTEL USA AGENT BE LIABLE TO APPLICANT OR ANYONE ELSE FOR ANY AMOUNT IN EXCESS OF THE MONIES PAID BY APPLICANT TO PARKTEL USA FOR THE PARTICULAR GOODS CAUSING SUCH LIABILITY. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL PARKTEL USA OR ITS AGENTS BE LIABLE TO APPLICANT OR APPLICANT'S CUSTOMERS FOR ANY SPECIAL DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) EVEN IF AN AUTHORIZED REPRESENTATIVE OF PARKTEL USA HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES.

ParktelUSA

- 8.) CREDIT APPROVAL AND PURCHASE ORDERS. All orders for Goods under this Agreement are subject to ParkTel USA 's approval of Applicant's credit. A purchase order is required for all first time sales of Goods under this Agreement and thereafter for any order that is \$5,000 or greater.
- 9.) PARKTEL USA 'S TERMS CONTROL. These terms and conditions shall control and prevail over any contrary terms in any of the Applicant's purchase orders relating to the Goods purchased under this Agreement. Unless otherwise agreed to by the parties, the shipment terms for all Goods purchased by Applicant under this Agreement shall be F.O.B. ParkTel USA's loading dock in New York, NY unless otherwise agreed to by the parties.
- 10.) RISK OF LOSS AND TITLE. Unless otherwise agreed to by the parties, the risk of loss of and the title to the Goods purchased by Applicant under this Agreement shall pass from ParkTel USA to Applicant upon delivery of such Goods to Applicant's carrier, F.O.B. ParkTel USA 's loading dock in New York, NY. Upon receipt of shipment, it shall be the responsibility of Applicant or the Applicant's consignee receiving the shipment to check the Goods and secure written acknowledgment from the carrier of any shortages, loss or damage with respect to the Goods. Notification of such shortage, loss or damage with respect to the Goods must be made in writing to ParkTel USA within five (5) days of receipt of the particular shipment.
- 11.) PURCHASE PRICE AND TRANSPORTATION CHARGES. The Applicant shall purchase the Goods under this Agreement in accordance with the prices that are prevailing at the time of shipment (determined in the sole discretion of ParkTel USA). Unless otherwise agreed to by the parties, ParkTel USA shall not be responsible for spotting, switching, demurrage or other transportation charges.
- 12.) GENERAL. The parties to the Agreement hereby agree that:
- (a) the failure of ParkTel USA to insist, in any one or more instances, upon performance hereunder or to exercise any right hereunder is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right;
 - (b) no modification of this Agreement shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties;
 - (c) if any provision of this Agreement is determined to be unenforceable by any court, such unenforceability shall not affect the remainder of this Agreement;
 - (d) this Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns; and
 - (e) the rights and remedies granted in this Agreement are non-exclusive to those otherwise available under principles of equity.
- 13.) FORCE MAJEURE. If either party shall be delayed in its performance of any obligation under this Agreement or be prevented entirely from performing any such obligation due to causes or events beyond its control, including, without limitation, any act of God, fire, present or future law, government order, rule or regulation, such delay or non-performance shall be excused and the time for performance shall be extended to include the period of such delay or non performance.
- 14.) GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of NewYork (without regard to the conflicts of law rules of New York).
- 15.) PARKTEL USA ENFORCEMENT EXPENSES. Applicant shall pay to ParkTel USA all costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees, incurred by ParkTel USA in exercising any of its rights or remedies under this Agreement or enforcing any of the terms, conditions and/or provisions of this Agreement or collecting any sums due and owing under this Agreement.

The parties hereby irrevocably waive any right to have any dispute hereunder and any dispute relating to any aspect of their business dealings decided by a jury.

Applicant:

By Authorized Agent/Officer:

Date:

(Full Firm Name)

(Signature)

(Date)

(Authorized Agent Title)

(Authorized Agent Name)