



APPLICATION CHECK LIST

Dear Applicant,

Before submitting your application, please verify that the following information has been completed:

- Check list “General Information”(Pg.1)
- Read and Sign “Terms and Conditions”(Pg.2 through 6)
- Complete “Guaranty” form with Notarization..... (Pg.7)

Please Note: The “Guaranty” form is ONLY to be completed if you are requesting Credit/Terms with Parktel USA.

- Pick Up Authorization Form (Pg.8)
- Support documents in pdf format (Pg.9)

Thank You



Sales Representative:

Please select desired form of payment below:

70 West 36th Street Unit 4B New York, NY 10018 Tel: 212-683-1817 Fax: 212-683-4111

- Wire Transfer (please contact sales rep for wire transfer instructions)
- COD Cashier's Check,
- COD Company Check (Amount Desired) \$ _____
- Line of Credit* (Amount Desired) \$ _____

***L.O.C. and COD Company Check Subject to Credit Approval. Please supply at least (2) trade and (1) bank reference.**

CONFIDENTIAL CREDIT APPLICATION & SALES AGREEMENT

For the purpose of obtaining merchandise from Shalhaf LLC, D/B/A Parktel USA ("Parktel USA"), the following statements in writing are made by the applicant affixing his, her or its signature here to (the "Applicant"). The Applicant acknowledges that Parktel USA will rely on the accuracy of all statements made herein by Applicant. This confidential credit application and sales agreement, including the terms and conditions hereto, is between the Applicant and Parktel USA (the "Agreement"). Applicant authorizes Parktel USA to contact any of Applicant's references given herein and to inquire about Applicant's credit history. Applicant acknowledges that he, she or its representative has read and understands the terms and conditions hereof and agrees to be bound by them, that this Agreement with attachments is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and that this Agreement supersedes all proposals, oral and written. Applicant further agrees to notify Parktel USA in writing within five (5) days of any change of ownership, address, telephone, authorized purchasing agents, banks, transfer of listed assets or other facts set forth below. Applicant's personal information may be used to obtain credit information from credit agencies.

GENERAL INFORMATION

Legal Name of Firm: _____

DBA : _____ Contact Person: _____

Accounts Payable Contact Person: _____ AP e-mail: _____

Name of Parent Company, If Subsidiary: _____

Business Mailing Legal Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email _____

Business Shipping Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email _____

Business Industry: _____ Time at Present Location: _____ Years. _____ months.

Business Type: Sole Proprietorship Corporation Partnership Other _____

Check Appropriate Box: Wholesaler Sub-distributor Retailer Other _____

Federal Tax I.D. # _____ State Resellers Permit #: _____ State: _____

Social Security # _____ Date of Birth: _____ D&B #: _____

Bank from where payments to Parktel USA will be issued: _____ Account #: _____

Account Beneficiary Name: _____

ABA Code: _____ SWIFT Code: _____ Years with this Account: _____

BANK REFERENCES

Bank Name: _____

Account #: _____
(Mandatory for release of information)

City State Zip Code: _____

Contact Name: _____

Phone #: _____ Fax#: _____

TRADE REFERENCES

Vendor Name: _____

Address: _____

City State Zip Code: _____

Contact Name: _____

Phone#: _____

Bank Name: _____

Account #: _____
(Mandatory for release of information)

City State Zip Code: _____

Contact Name: _____

Phone #: _____ Fax#: _____

Vendor Name: _____

Address: _____

City State Zip Code: _____

Contact Name: _____

Phone #: _____

HOW DID YOU HEAR ABOUT US? - Please Specify

Magazine _____ Billboard _____ E-Blast _____

Trade Ref _____ Newspaper _____ Other _____

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 Parktel USA to Applicant under this Agreement. Applicant hereby certifies 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. **LEGAL SOURCE OF INCOME.** The applicant declares that the money used to pay their debt to Parktel USA comes from a legal source and by signing this application confirms and declares that their money comes from legal business and relieves Parktel USA from any legal claim in this respect.
5. **VARIANCE NOTIFICATION.** Applicant must notify Parktel USA, in writing, within forty-eight (48) 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.
6. 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.
 7. 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, expressed or implied, with respect to the goods, including, without limitations, the implied warranties or merchantability and fitness for a particular purpose.
 8. 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 limitations, 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.
 9. 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 always required for sales of Goods under this Agreement.
 10. PARKTEL USA 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 any of its warehouses located in Totowa, NJ or Miami, FL unless otherwise agreed to by the parties.
 11. 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 either Totowa, NJ or Miami FL 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 two (2) days of receipt of the shipment.
 12. 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.
 13. 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 here under 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.
 14. 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. It will be understood as “force majeure” named here in an enunciative but not limitative way; floods, earthquakes, hurricanes, cyclones, strikes or manufacturing stops not related to Parktel USA, terrorist acts, public demonstrations and in general all activities or events that can provoke or cause limited supplies, not only of finished goods but also of raw materials to make the goods sold by Parktel USA and in general any other event that can prevent Parktel USA to deliver the goods purchased from the applicant on time, releasing Parktel USA from any liability caused from these delays.

15. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York (without regard to the conflicts of law rules of New York) and using English language for any dispute.
16. **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.
17. **RIGHTS TRANSFER.** 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. Parktel USA at any time and sole discretion could transfer the collection rights without the need of consent from the applicant.
18. **GUARANTY.** To guaranty the payment of each invoice from Parktel USA, the applicant must issue a transferable bank letter of credit to guarantee the payment of each invoice.
19. **LABOR RESPONSIBILITY PARKTEL USA.** As a company and as an employer, Parktel USA will be the sole responsible for all the legal obligations in a matter of employment for all its employees and or representatives, however it also recognize and declares that non activity related to the exercise of this application will create any type of bond or working relationship within the applicant workers and representatives, thus Parktel USA only recognize to be acting as an independent supplier to the applicant and it’s workers or representatives.
20. **APPLICATION TERMINATION.** Both parties agree by signing this application that Parktel USA can terminate the relation between both anytime due to applicant lack of compliance with any of the terms expressed in this application. Termination will be applied without the need of any legal notice, act, or declaration. Below a list of the causes just as a reference, not in a limited way of the causes that can define the termination of the relation created under this application:
 - If the applicant fails to deliver the letter of credit as requested in this application.
 - If the applicant fails to fulfill any of the payments to Parktel USA.
 - If Parktel USA before the term to deliver the goods to the applicant manifest their impossibility to deliver the goods to the applicant.
 - When the applicant is declared in bankruptcy or sued legally by any of their creditors.
 - When the applicant fails twice to fulfill any of the terms or conditions expressed in this application. To add clarity twice here refers to fail two times for the same cause or two times for a different cause.
 - In general, when the applicant fails to comply with any of the clauses of this application or to the applicable laws, Parktel USA reserves the right to charge the applicable interest rates plus any conventional penalization without any limitation to apply any legal process that can proceed.
21. **RESPONSIBILITY.** Both parties agree that their responsibility for not complying with their contract legal obligations will not exceed the total amount of the contract, without prejudice of the penalty’s application established for delays mentioned in the contract. Without independence and limitations from damages caused by any of the parties to the other party or even to a third party, caused by lack of performance or by negligence, both parties agreed that is the sole responsibility of the party that caused the damage to cover for this. It is also agreed that by any chance the parties will be responsible for indirect damages. When any of the parties have followed a legal procedure to set the record straight or to cover the damages suffered by the actions of the other party, all the legal expenses incurred will be covered by the offender.
22. **INDUSTRIAL PROPERTY AND LEGAL RIGHTS.** The applicant by no means will have the authorization to use for any commercial purposes or marketing, Parktel USA name, its logos and any other sign or symbol that can be part of Parktel USA property.
23. **CONFIDENTIALITY.** It is understood all the information and documentation exchanged because of this application request, including technical and commercial information provided for the purpose of this application is and should be treated as confidential between both parties. Having said that is it mandatory for both parties to keep all the information provided including this application form confidential and cannot be share with people outside of the organizations of each party without the formal written consent from Parktel USA. Each party should define which documents are or should be classified as confidential, of course following the applicable laws, in the given case the information is requested by law, from example by a judge, complying with all the requirements, the share

of information will not be considered confidential, neither will be any public information provided by any of the parties as a result of this application.

- 24. **CONTRACT AWARENESS.** Current application form constitutes the unique agreement between both parties with respect of the object of this application and will leave without effect any other negotiation or communication between both parties, regardless if written or oral prior to the date of signature of this application form. In the given case that a clause in this application is considered null by any authority, the rest of the clauses will remain valid and operative for all its legal effects and purposes.
- 25. **APPLICATION CONTENT.** This application cancels any other agreement and previous negotiations between the parties. This application has all the agreements between both parties. Any declaration, promise, done by any of the parties or agents that is not included here will be invalid and this application will not be modified, changed without the written consent from both parties. Both parties to this Contract / Application, by entering it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury.
- 26. **LEGAL ADDRESS:** The applicant is obligated to communicate any legal address change and accepts that all notifications and information documents related to the present contract / application will be given in the following terms:
 - a) Written delivered in the legal address stipulated in this contract / application from Parktel USA
 - b) By certified mail with proof of receipt.

WHEN THE PARTIES OF THE CONTENT AND LEGAL SCOPE OF THE PRESENT INSTRUMENT HAVE BEEN AWARE, THEY SIGN IT IN TWO ON THE MARGIN OF EACH PAGE AND AT THE END WITH FULL SIGNATURE, IN THE CHARACTER THAT THE PRESENT INSTRUMENT IS MADE IN GOOD FAITH, NOT BEING ABLE TO ALLEGATE ERROR OR INJURY AT ANY TIME, BEFORE THE WITNESSES WHO GIVE LEGAL CERTAINTY OF THE ACT ON ___ DAYS OF THE MONTH _____ OF _____, THE ABOVE FOR THEIR DUE LEGAL CONSTANCIE.

APPLICANT:

(Full Firm Name)	(Date: MM/DD/YYYY)	(Co. Seal)
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(Legal Rep. Full Name)	(Position)	(Signature)
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SHALBAF LLC:

SHALBAF LLC DBA Parktel USA

(Full Firm Name)	(Date: MM/DD/YYYY)	(Co. Seal)
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David Shalhaf	CEO	
(Legal Rep. Full Name)	(Position)	(Signature)

PICK UP AUTHORIZATION FORM

CUSTOMER INFORMATION

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____ Country: _____

Phone #: _____ e-mail: _____

The undersigned customer ("Customer", "We", "Our", "Us") of Shalbf LLC DBA Parktel USA hereby authorizes the following carrier(s) or person(s) to pick up goods for all purchases.

AUTHORIZED PERSON/ CARRIER INFORMATION

1)
Complete Name: _____

Phone #: _____

ID #: _____

Signature: _____

2)
Complete Name: _____

Phone #: _____

ID #: _____

Signature: _____

The undersigned is an authorized representative of the Customer/Buyer and authorized to complete this form for the Customer/Buyer. We hereby agree to the terms and conditions for the sale of goods on Shalbf LLC DBA Parktel USA customer application. We understand that this authorization will remain in place until explicitly revoked or amended by us in writing. In the event we no longer use one of the authorized carriers or persons listed above, we will (i) notify Shalbf LLC DBA Parktel USA in writing of the change, (ii) provide the name, phone number, ID number and signature of the alternate authorized carrier/person, and (iii) confirm with Shalbf LLC DBA Parktel USA that such change has been reflected in Shalbf LLC DBA Parktel USA records. It is understood and agreed to that the release of invoice issued by Shalbf LLC DBA Parktel USA and signed by my authorized carrier/person, will be deemed as full and final proof of delivery of the goods to us.

Name of Customer Representative: _____

Title: _____

Signature: _____

Date: _____ Company Seal: _____

CUSTOMER SUPPORT DOCUMENTS IN PDF

- Articles of organization
- Legal representative power (when the application is not signed by someone declared as legal representative in the articles of organization).
- Official id of legal representative both sides
- Tax id updated document
- For customers that can require credit line, depending upon the insurance company we use, we could need to supply the last 3 yearly audited financials plus current year, but we will let the customer know once we receive the insurance company response.