

Credit Application

Applicant's Trade Name: _____

Expected annual purchases _____ Requested Credit limit _____ Requested Number of Days _____

Required Documents

1. Banking and trade references.
2. The sole proprietor/ LLC partner/ Authorized signatory must sign the credit Application.
3. Passport copy of the sole proprietor/LLC partner/Authorized signatory.
4. Authorized signatory power of attorney (and passport copy with residence visa)
5. Current year-end financial statement (balance sheet and income statement)
6. Copy of the trade license
7. Signed US Export Controls letter
8. Signed Mindware terms and conditions

Failure to provide us with the requested information will delay the processing of your credit application.

General Information

Po Box no. _____
Street Address, _____
Phone _____ Fax _____
Billing Address _____
Shipping Address _____
Sole proprietor/LLC Manager's Name _____ Signature Specimen _____
Authorized Signatory / GM's Name _____ Signature Specimen _____
Appointed Purchase Manager's Name _____ Signature Specimen _____

Description of Business

Type of Company _____ Sole proprietorship; general partnership; LLC; private shareholding; public shareholding
Company Website _____
Capital _____
Length of time operating under the above _____
Average monthly sales _____

Bank Information

Main Bank _____
Address _____
Telephone _____
Account Officer _____

Primary Suppliers

1. Name, Address, Cr. Limit/Term _____
2. Name, Address, Cr. Limit/Term _____

This application is submitted by Applicant to Mindware S.A. and Mindware FZE (hereinafter referred to as Mindware) to obtain credit for purchases made from Mindware. Applicant agrees to make payment in full to Mindware for all amounts due according to Mindware's Invoice(s). Applicant also agrees to pay Mindware the interest provided by law for invoice amounts that are past due. ACCELERATION CLAUSE: Should Applicant default on any installments, all subsequent installments under the same contract/ invoice shall become due and payable immediately. In the event that Mindware should commence any action or actions, or otherwise seek to enforce this agreement against Applicant, Applicant agrees to pay reasonable attorney(s) fees, court costs and other expenses incurred by Mindware. This agreement is strictly confidential and is not transferable or assignable without the prior written consent of Mindware. Applicant agrees to notify Mindware of any change in description of its business or ownership by certified mail addressed to Mindware, P.O.Box 55609, Dubai, UAE. Applicant declares having read and understood Mindware terms and conditions. Once Mindware agrees to grant the credit facility requested, this Application and Mindware's terms and conditions will be deemed to be a contract between Applicant and Mindware.

Date _____ Authorized signatory _____
Name & Full Address _____

Guarantee

In consideration of Mindware S.A. agreeing to grant Applicant the requested credit facilities, the undersigned hereby irrevocably and unconditionally guarantees to Mindware jointly and severally with the Applicant the full and timely performance by the Applicant of the due and punctual payment of all sums payable to Mindware as and when the same shall become due, until such time as all the payments have been paid and undertakes that if, and each time that, Applicant shall be in default in the payment of any sum whatsoever, until such time all the payments have been paid, the undersigned will on Mindware's first written demand make good the default and pay all sums that may be payable by the Applicant. This guarantee will remain in force until such time as all the payments have been paid in full.

Date _____ Guarantor signatory _____
Name & Full Address _____

MINDWARE STANDARD TERMS AND CONDITIONS OF SALE

Mindware S.A. and/or Mindware FZE (hereinafter referred to as Mindware) has selling rights for certain hardware, software, service and related products (collectively "Products"), manufactured or sold by different suppliers ("Supplier") which are sold under marks, names and symbols having a valuable reputation and goodwill belonging and/or licensed to Supplier.

Mindware agrees to supply and Buyer agrees to purchase the Products described in Mindware's current comprehensive catalogue or price list, subject to these terms and conditions, which shall supersede any terms and conditions on any purchase order form submitted to Mindware by Buyer.

1. SHIPMENT AND DELIVERY

Delivery will be made ex-works Mindware's warehouse, freight paid in accordance with its standard freight policy in effect at the time of shipment. Mindware will comply with all reasonable shipping and handling instructions received prior to shipment. Buyer shall bear the cost of normal, special or express shipping services, which it may request. Mindware may charge, and Buyer shall pay, a special handling fee for any shipments less than \$1000 in value.

Buyer shall examine the Products promptly upon receipt thereof. No later than five (5) days after receipt, Buyer shall notify Mindware of all claimed shortages or damaged Products, or if rejection is intended, shall specify all grounds there for. Failure to give such notice shall be deemed an acceptance of the Products as of the date of shipment.

All risks of loss or damage to Products shall pass to Buyer at the time of delivery to carrier or shipper. Refused orders may be subject to a cancellation fee of 20% of the invoice value plus all shipping and handling fees added or invoiced separately for those refused orders

2. PRICES

All prices given by Mindware are on ex-works basis exclusive of all transportation, insurance, any applicable federal, state, municipal and other government taxes (such as sales, customs, legalisation etc.) Unless otherwise specified, prices do not include such expenses, and they will be added or invoiced separately. Exemption certificates, valid in the place of delivery, shall be presented to Mindware prior to shipment if they are to be honoured. Purchase prices shall be determined solely by Mindware and may be changed from time to time, without any notice, liability or obligation to Buyer.

3. CREDIT AND PAYMENT TERMS

Buyer shall furnish to Mindware all financial information reasonably requested by Mindware from time to time for the purpose of establishing and continuing Buyer's Credit Limit. It's being understood that Mindware shall have the right to decline to extend credit to Buyer and to require that the applicable purchase prices be paid prior to shipment. Mindware shall have the right from time to time, without notice, to change or revoke Buyer's Credit Limit on the basis of changes in Mindware's credit policies or Buyer's financial condition and/or payment record.

Payment terms for each shipment of Products shall be as stated on Mindware's invoice. A service charge of two percent (2%) per month will be charged on all past dues balances to defray Mindware's costs of carrying such balance. In the event Buyer fails to make timely payment of any amount invoiced hereunder, Mindware shall have the right, in addition to any and all other rights and remedies available to Mindware, at law or in equity, immediately to revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Buyer, all costs of collection, including reasonable attorney's fees, shall be paid by Buyer.

Mindware shall retain title to all products delivered until it has received payment in full of all sums due in connection with the supply of all products delivered and services rendered to buyer at any time. Any obligation of Mindware under this agreement to deliver Products on credit terms shall terminate without notice if Buyer files a voluntary petition under a bankruptcy statute, or makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute is filed against Buyer, or if a receiver or trustee is appointed to take possession of the assets of the Buyer.

4. WARRANTY

Neither Mindware nor Supplier makes any representations, warranties, guarantees or conditions, express or implied, regarding the Products (a) to end-users, other than as expressly set out in its warranty form, or (b) whatsoever to Buyer or any other party.

In particular (but without limiting the generality of the foregoing) all representations, warranties, guarantees and conditions, whether expressed or implied, as to merchantability or fitness for any particular purpose are expressly excluded. Buyer shall not make any additional representations, warranties or conditions in the Mindware's and/or Supplier's name, and shall make no representations, warranties or conditions in its own name which are inconsistent with the nature or functionality of the products or their proper use.

5. DEFECTIVE RETURNS

Products are accompanied by Supplier's written warranty. Supplier reserves the right to change the warranty and service procedures set forth in such warranty or otherwise for Products not yet sold by Buyer at any time without liability to Buyer or to any other person by reason of any such change.

Buyer shall advise Mindware of any defect in Products delivered hereunder within 14 days of the invoice date and, without deduction or offset, upon obtaining prior authorisation of Mindware, Buyer may return Products found to be defective for replacement. Mindware reserves the right to require Buyer to return defective Products directly to the Products manufacturer for replacement according to the manufacturer's defective Products return policy. Buyer must pay return freight to Manufacturer and back to them on DOA and defective products. Mindware will accept return freight charges for Mindware sales and shipping errors by crediting Buyer's account against Buyer's paid return freight invoices. All returns must receive an RMA (Return Merchandise Authorisation) number and be returned in the manufacturer's original packaging, re-saleable condition, complete and unused. Defective and DOA returns are tested and Products found not to be defective will be returned to Buyer and charged freight for both inbound and outbound transit. Credit memos are issued for use against future orders only when return policies are met.

Mindware shall not be responsible for the cost of labour or other expenses incurred in repairing or replacing defective Products. Buyer shall bear the expense of shipping the defective Products to the Manufacturer's warehouse and the expense of shipping back to Buyer the repaired or replaced Products. Buyer shall bear the risk of loss or damage during transit. Buyer shall follow the procedures laid out in Mindware Buyer Information.

Supplier shall not be obligated to repair or replace Products rendered defective in whole or in part, by causes external to the Products, such as, but not limited to catastrophe, power failure or transients, over voltage on interface, environmental extremes, improper use, maintenance and application of the Products, or use of unauthorised parts.

6. MARKS, NAMES, CONFIDENTIALITY

Without Mindware's and/or Supplier's written agreement, Buyer shall not in any event display or use any of the Mindware's and/or Supplier's trademarks, service marks, names or symbols, whether or not registered, as part of the corporate, business or trading marks, names or symbols of Buyer. Buyer acknowledges the great value and goodwill associated with the Mindware's and/or Supplier's Marks.

Buyer shall not have any ownership or title interest in any mark, name, symbol, patent right, model right, copyright or other intellectual or industrial property right belonging or licensed to Mindware and/or Supplier.

Buyer will not remove, conceal or change any mark, name, symbol, serial number or any other designation or information marked upon the Supplier PRODUCTS or their packaging. Buyer will not attach any additional marks, names, symbols, serial numbers or any other designation or information to any Supplier 's Product or its packaging.

7. TRADEMARK GUIDELINES

All uses of the Trademarks by Buyer shall fully comply with the terms and conditions of trademark usage included in Mindware and/or Supplier's logo and trademark guidelines as in effect from time to time. Buyer shall use the appropriate trademark symbol (either "™" or "®" in a superscript) following the Product name whenever a Product name is mentioned in any advertisement, brochure, or other material circulated by Buyer. The appropriate trademark symbol must be used at least once for each Product in each publication in conjunction with the first reference to such Product. Buyer acknowledges that such logos, trademarks and trade names are the exclusive property of Mindware and/or Suppliers and that Buyer is not entitled either by implication or otherwise to any title in the Logos, trademarks and trade names.

8. SOFTWARE PROPRIETARY RIGHTS

Products often consist of or contain software, including but not limited to operating systems, applications, and related documentation and materials. The software may be included in ROM or other semiconductor chips embedded in hardware, or it may be contained separately on disks or other media. All software is proprietary to the Supplier and is copyrighted with all rights reserved. Buyer shall ensure that the appropriate Supplier license accompanies each Product distributed by Buyer. Buyer shall not manufacture, market, sell, deal in or otherwise be concerned with, directly or indirectly, any product or item (under any mark, name or symbol) which (i) is likely to be confused or used in unfair competition with any of the products or passed-off therefor, (ii) infringes, in whole or part, any Supplier 's Mark, copyright, patent, secret or other intellectual, industrial or other right of Supplier or, (iii) uses or is designed for use of materials which infringe, or which encourage or contribute to any infringement of, any such Supplier rights. Buyer shall not change, copy or otherwise reproduce any software, including programs and manuals, acquired from Mindware by license or otherwise.

9. LIMITATION OF LIABILITY

Mindware shall not be liable to buyer or any other party for any loss, damage, or injury which results from the use or application by buyer or any other party of products and/or services delivered to buyer. In no event shall mindware be liable to buyer or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with these terms and conditions, or any agreement into which they are incorporated, or any performance or nonperformance under these terms and conditions by mindware, its employees, agents or subcontractors, in excess of the net purchase price of products and/or services actually delivered to and paid for by buyer hereunder.

In no event (including events of loss, damage, or injury provided for in the preceding paragraph) shall mindware be liable to buyer or any other party for indirect, special or consequential damages, including but not limited to loss of goodwill, loss of anticipated profits, or other economic loss arising out of or in connection with mindware's breach of, or failure to perform in accordance with, any of these terms and conditions, or the furnishing, installation, servicing, use or performance of any products or other materials or services mindware shall provide hereunder, even if notification has been given as to the possibility of such damages. Buyer hereby expressly waives any and all claims for such damages.

10. RESALE ONLY

All Products delivered to Buyer hereunder are for resale only and shall not be used for the internal business purposes of Buyer, or any parent company, subsidiary, or affiliate of Buyer.

11. COMPLIANCE WITH U.S. EXPORT LAWS

Some Products are restricted by the United States Government from export to certain countries and Buyer agrees that it will not distribute or re-export Products, or the direct products thereof, in violation of any of the export control laws or regulations of the United States. Buyer warrants that neither the technical data nor the direct product thereof received from Mindware is intended to be shipped, either directly or indirectly, to Country groups Q, S, W, Y or Z or Afghanistan or the People's Republic of China, without prior approval from Mindware and either a validated export license or written permission from the U.S. Office of Export Administration. Buyer shall be responsible to comply with all applicable export and import laws and regulations, including those of the United States, when marketing, exporting or importing Products and technical data. Buyer warrants that it is knowledgeable with, and undertakes to comply with, the applicable export and import laws, regulations, orders and policies, including those of the United States (including, but not limited to, all necessary clearance requirements, export and import licenses and exemptions, and making all proper filings). Buyer further agrees to indemnify Mindware and Mindware's Supplier for claims made against Mindware or Supplier for Buyer's failure to comply with applicable export and import laws. For inquiries concerning U.S. export controls, please contact your U.S. Embassy or Consulate or directly the:

U.S. Department of Commerce
Exporter Counseling Division
14th and Constitution Avenue, N.W.
Washington, D.C. 20230
Phone: (202) 482-4811
Fax: (202) 482-3617

For inquiries concerning local export controls, please contact the UAE Export authorities and/or Customs authorities.

12. GOVERNMENTAL APPROVAL

If the approval of any Government or governing organisation with respect to this Agreement, it's registration, or the distribution of the products, is required during this term of Agreement, including without limitation, with respect to giving legal effect to this agreement protecting intellectual property and other rights in the Products or compliance with exchange regulations, Buyer will, at it's expense, immediately take whatever steps may be necessary to secure such approvals. If any such approval or registration requires or results in the deletion or amendment of any provision of this Agreement, then Mindware will have the right to immediately terminate this Agreement upon written notice to Buyer.

13. RELATIONSHIP OF THE PARTIES

Buyer's relationship with Mindware during the term of this Agreement will be that of an independent contractor. Buyer will not have and will not represent that it has, any power, right or authority to bind Mindware, or to assume or create any obligation or responsibility, express, implied, or by appearances, on behalf of Mindware or in Mindware's name, except as herein expressly provided. Nothing stated in this Agreement will be construed as constituting Buyer and Mindware as partners or as creating the relationships of employer/employee, franchiser/franchisee, or principal/agent between the parties. Buyer will make no warranty, guarantee or representation, whether written or oral, on Mindware's behalf.

14. GOVERNING LAW

These terms and conditions (and any agreement into which they are incorporated) shall be interpreted in accordance with and governed by the laws of the United Arab Emirates and Mindware and Buyer hereby consent to the jurisdiction of Mindware's country of origin courts.

15. NOTICES

All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when delivered or two (2) days after mailing by certified or registered first-class mail, prepaid, and addressed to the parties at their principal place of business or at such other addresses as the parties may designate by written notice.

16. ASSIGNMENT

Buyer shall not assign any order or any interest therein without the written consent of Mindware. Any such actual or attempted assignment without Mindware's prior written consent shall entitle Mindware to cancel such order upon written notice to Buyer.

17. SEVERABILITY

A judicial determination that any provision hereunder is invalid in whole or in part shall not affect the enforceability of those provisions found not to be invalid.

18. CAPTIONS

The captions used herein are for reference purposes only and shall have no effect upon the construction or interpretation of any provisions herein.

These terms and conditions constitute the entire agreement between the parties with respect to the subject matter hereof. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and condition, which may appear on any order submitted by Buyer. Deviations from these terms and conditions are not valid unless agreed to in writing by an authorised representative of Mindware.

Reseller Name _____

Authorized Signature _____

Name of the Authorized Signatory _____

Title _____

Date _____

(Please sign and stamp all pages)

