

Rithum Automation LLC

112 Patriot Drive, Suite A, Middletown, Delaware 19709
(302) 353-4450 FAX (302) 689-4705

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Federal ID #:		State business license #:	
Company name:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:		State:	ZIP Code:
Date business commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other:

BUSINESS AND CREDIT INFORMATION

Primary business address:			
City:		State:	ZIP Code:
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:		Phone:	
City:		State:	ZIP Code:
<u>Type of account</u>	<u>Account number</u>		
Savings:			
Checking:			
Other:			

BUSINESS/TRADE REFERENCES

Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Notes or comments:			

*** Please review and sign page two of this application and agreement, then fax to: (302) 689-4705***

AGREEMENT

1. 1. Standard credit terms are NET 10 days from the date of delivery or upon acceptance of our system, however outcome of this credit review will determine credit, if any, granted.
2. 2. Claims arising from invoices must be made within 48 hours of delivery of the product. Any claim not submitted within 48 hours of delivery will be deemed waived by the purchaser.
3. 3. Invoices are due 10 days from date delivery first attempted by our carrier, or upon acceptance of system. Any payment not made within 10 days will be considered late and will be subject to late charges in the amount of 1.5 % percent monthly.
4. 4. By submitting this application, you authorize Rithum Automation LLC to make inquiries into the banking and business/trade references and credit agency databases that you have supplied, at any time.
5. 5. By signing this application and providing a credit card you authorize Rithum Automation LLC to charge your credit card for past due invoices, services, finance charges to collect said debt. You hereby waive any rights to contest payments or submit a chargeback inquiry with credit card companies for charges listed above at this time or at any time in the future. All disputes regarding these charges shall be submitted to arbitration as defined further below.
6. 6. At the sole discretion of Rithum, tooling and custom items may require 50% prepaid deposit with order.
7. 7. At the sole discretion of Rithum, a 30% deposit may be required on system orders and software.
8. 8. More information such as Income and balance sheets and tax returns may be required based on credit requirements.
9. 9. These terms and conditions apply to any person, entity or company doing business with Rithum Automation LLC and making purchases via NET terms, open account, intended or accidental, regardless of the use of a written or oral application for credit terms.
10. 10. These terms are agreed to, by entering into any sale utilizing "Credit" or "Open terms" of any term or by the extension of credit terms to the customer.
11. 11. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The place of arbitration shall be Middletown, Delaware. Delaware state law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The cost of arbitration shall be borne equally by the parties without regard to the outcome of the arbitration.

12. AUTHORIZATION FOR RELEASE OF INFORMATION:

I hereby warrant that the above information is true and correct, and is furnished for the purpose of establishing a vendor/customer relationship with Rithum Automation, LLC. I hereby agree that I possess the legal authority to enter into contracts and credit agreements on behalf of myself or the business entity identified on this application. I hereby agree that Rithum Automation, LLC may investigate my record and that, if approved, Rithum may furnish this authorization to secure the information they need to establish a business relationship. I have read this entire agreement and understand that I, or the business entity I represent, will be held fully responsible for its terms and charges.

SIGNATURES

Person Filling out this agreement Name:

Officer/Owner

Signature:

Title:

Date:

Title:

Date: