



STRICTLY CONFIDENTIAL

LIMITED LIABILITY

30 DAY CREDIT ACCOUNT APPLICATION

Please return to: *Blast-One International*
 2400 Landmark Way
 Columbus, Ohio 43219
 USA

TO HELP US TO SERVE YOU BETTER . . .

Could you provide us with the details of people in your organization, who are involved in surface preparation or painting, so we can keep them informed of new equipment and services which could make the job easier, by mailing them a copy of our Newsletter.

Name	Title	Email	Cell
1			
2			
3			
4			

Is there any other information we can provide you?

OFFICE USE ONLY

Contact Name	Checked by	Authorized by
Contact Number/s	Cell/Fax	
<div style="border: 1px solid gray; border-radius: 15px; padding: 10px; text-align: center; font-size: 2em; color: lightgray;"> typed only </div>	Comments	
	Date Completed	
	Credit Limit \$	
	Approved	

CUSTOMER DETAILS

Please ensure that every section is completed.

Legal Entity:

FEIN:

Operating Name:
(If different to above)

DNB:

Billing Address:
(for invoices)

State:

Zip:

Shipping Address:
(for delivery of goods)

State:

Zip:

Accounts Payable Contact:

Phone:

Fax:

Email:

Correspondence Address:

(for newsletters, etc..)
if different to above

State:

Zip:

Telephone:

Ext:

Cell:

Facsimile:

Email:

Website:

Fiscal Year End's:

Check Run Dates:

Signing Officers:

COMPANY STRUCTURE

Corporation

Sole Proprietorship

Trust

Other

LLC/LLP

Partnership

Commencement date of Business:

OWNERSHIP DETAILS

Details of Directors / Partners / Owners / Principals

Name	Private Address	Phone No.

Registered Office Address:

State:

Zip:

Have applicant/s or directors ever been bankrupt or entered into an arrangement pursuant to the Bankruptcy Act?

NO

YES

Credit Limit Required \$

If Credit Limit is over \$50,000 a Directors Guarantee must be completed. This will be sent to you by mail or email.

Affiliated or Parent Companies:

Bank Name:	Account Mgr:	
Address:	Phone No:	
Account Type:	Account No:	
Are business premises owned, leased , mortgaged?		
Nature of business:		
Do you require a Purchase Order Number on all Invoices?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Purchase Order Contact:	Phone No:	Ext:
Purchasing Email:		

TRADE REFERENCES

Current Trade References / Credit Providers (major only)

Name, Address, Contact Name, Phone No. and Fax No: (include Area Code)	Monthly Spend	Account Type
1		
2		
3		

Current Card References (Optional):

Name on Card:		
Title:	Credit Card No:	
Cardholders SSN:	Card Type:	Expires on:

IMPORTANT – This Section must be signed

TERMS: NET 30 DAYS FROM DATE OF INVOICE ON IN WHICH GOODS / SERVICES ARE DELIVERED. The Customer and signatories appearing below hereby acknowledge the Blast-One Conditions of Sale overleaf and upon acceptance by the Seller by way of written notice or the supply of goods or services, agrees to be bound accordingly.

CONDITION OF SALE NO.18 - PRIVACY ACT

In consideration of the Seller providing credit facilities to the Customer, the Customer hereby agrees that for the purpose of processing the application form provided the Seller may make whatever enquiries it deems necessary from any source of information including credit reporting agencies and credit providers. The Customer acknowledges that the Seller may need to supply information about the Customer to those sources and the Customer gives its authorization to the Seller to do so.

COMPANY

Authorized Representative Printed Full Name	Director Printed Full Name
Title:	Director Cell:
Representative Signature:	Director Email:
Witness/Secretary Printed Full Name	Director Signature:
Wintess/Secretary Signature:	Date: / /

BLAST-ONE CONDITIONS OF SALE

These conditions of sale shall apply to and form an integral part of any Application for Credit Account submitted by Customer and/or any purchase order contract (a "contract") for the supply of goods or services by the Seller to the Customer, including any contract arising from oral acceptance of repeat or additional orders from the Customer for goods or services that are the same or similar to those to which an existing contract applies. These conditions of sale shall terminate, cancel and supersede any previous written or oral agreements and understandings (if any) entered into between the Seller and the Customer.

If Customer accepts any performance by Seller, Buyer will be deemed to have accepted the terms and conditions set forth herein. These conditions of sale are effective from the date of acceptance by the Customer and may be amended or superseded from time to time by service of replacement or amended conditions of sale by the Seller.

1. DEFINITIONS

"Seller" means BlastOne and shall include its subsidiaries, successors, personal representatives and permitted assigns. "Customer" means the party set out in the Application for Credit Account provided and shall include its successors, personal representatives and permitted assigns.

2. OFFER AND ACCEPTANCE

No quotation given by the Seller shall constitute an offer. A contract shall only be deemed to have been entered into between the Seller and the Customer when an order placed with the Seller has been accepted by Seller. Any confirmation order must be marked as such by the Customer, failing which the Seller is entitled to consider the Customer's order as original. To the extent permitted by law goods may not be returned by the Customer to the Seller unless agreed to by the Seller in writing, prior to the goods return. Any return of such goods is at the discretion of the Seller and is subject to any conditions that the Seller may determine in its sole discretion. The return of such goods is entirely at the Customer's risk. Upon return of the goods with the Seller's permission, the Customer must pay to the Seller a re-stocking charge of 15% of the price of the goods returned.

3. CANCELLATION

To the extent permitted by law cancellation of a contract of sale between the Customer and the Seller requires express approval in writing from the Seller. This approval is at the absolute discretion of the Seller and unless granted, the goods will be delivered to the Customer and the Seller will be entitled to payment from the Customer.

4. PURCHASE ORDERS

When ordering, an official order (in the form prescribed by the Seller from time to time) is to be submitted by the Customer showing order number and full description of the goods and services.

5. PRICE

All prices charged by the Seller are subject to alteration without notice. The price charged shall be the price in effect at the date of delivery unless otherwise agreed in writing.

6. DELIVERY

6.1 Unless otherwise agreed, goods will be delivered to Customer F.O.B. point of shipment. Title to goods and risk of loss will pass to Customer upon Seller's tender of delivery of the goods.

6.2 The Seller shall not be liable for any loss or damage (including consequential loss or damage) arising from delay in delivery or supply or failure to deliver or supply goods or services to the Customer. If the goods or services are delivered or supplied, the Customer must accept and pay for the goods or services notwithstanding late delivery.

6.3 Where goods are not delivered to the Customer due to Customer's request or Customer's declaration of intent not to accept delivery in accordance with this agreement, delivery shall be deemed to be tendered upon Seller providing Customer with notice that the goods are ready for delivery. The Seller may deliver goods by installments or partial deliveries, the timing of such deliveries being entirely at the Seller's discretion and the Customer shall accept each delivery.

6.4 Deliveries to third parties may be arranged at the request of the Customer subject to acceptance by the Seller. Deliveries to third parties pursuant to this sub-clause shall be deemed to be delivery to the Customer.

6.5 The Seller will make all reasonable efforts to have the goods delivered or services supplied to the Customer on the date agreed between the parties as the delivery or supply date, but the Seller shall be under no liability whatsoever should delivery not be made or service not supplied on this date.

6.6 Each delivery of goods will be inspected promptly by Customer for damage or defect. All damaged goods or shortages must be clearly noted and witnessed by the delivering truck driver at the time of delivery. Customer will notify Seller of all claimed damage or defects within seven (7) days of Customer's receipt of goods. If Customer fails to so inspect or notify Seller, Customer will be deemed to have accepted the goods and to have waived any damage or defect. If Customer inspects the goods and promptly notifies Seller of its claim that the goods are damaged or defective, Seller will review Customer's claim, and, if valid, Customer and Seller will mutually agree on the method and timing of curing such damage or defect.

7. PAYMENT; SECURITY INTEREST

7.1 Unless otherwise agreed, all payments for goods or services shall be due as stated on the face of Seller's invoice. The Seller reserves the right to require a deposit to accompany an official order with further progress payments to be paid on request. The balance is to be paid on completion or on notice from the Seller that the completed goods are ready for delivery or when services are completed.

7.2 Without in any way limiting the Seller's right to require payment in full on the due date the Seller may charge interest on overdue accounts at the rate of 2.0% per month (or, if less, the greatest amount permitted by law). Where the Customer makes payment by check, payment is deemed to be received when the check is cleared by the bank.

7.3 Any collection charges, legal expenses and commissions incurred in attempting to recover payment shall be payable by the Customer.

7.4 Seller reserves, and Customer hereby grants to Seller, a security interest in goods delivered to Customer to secure Customer's payment of the purchase price and any other charges owed by Customer, and Customer agrees that Seller may (but is not obligated to) take such appropriate actions to evidence and perfect such interest, including but not limited to, the filing of UCC financing statements, and that Customer will cooperate with the Seller in the taking of such actions.

7.5 Payment terms are subject to change without notice. Receipt and deposit by Seller of any payments marked to indicate payment in full shall not indicate an acceptance by Seller of such payment as payment in full unless otherwise specified by Seller in writing.

8. INDEMNITY

Without prejudice to any other rights the Seller may have under this agreement or at law, the Customer shall indemnify and hold harmless the Seller for any action, claim, suit, liability, loss, damage, cost, or expense, whether direct or indirect, incurred by the Seller arising from or related to Customer's breach or non-performance of any term of a contract, including without limitation any attempt to cancel any order or part of an order after acceptance by the Seller.

9. WARRANTY

9.1 The Seller warrants that upon payment in full it shall give good title in the goods without encumbrance to the Customer.

9.2 SELLER DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except as otherwise stated herein, any conditions or warranties (express or implied) relating to title, defects or conformity of the goods are expressly excluded.

9.3 No statement or recommendation made, or advice, supervision or assistance given by the Seller, its employees, agents or representatives, whether oral, written, published or otherwise, shall constitute a warranty by the Seller or a waiver of any of the provisions hereof, and the Seller accepts no responsibility for the same. The Seller shall not be liable for damage or loss arising directly or indirectly from any act or forbearance resulting from statements or recommendations so made, or advice, supervision or assistance given.

10. LIMITATION OF LIABILITY

10.1 The Seller shall not be liable or responsible for nor bear the risk of anything arising with respect to its dealings with the Customer (whether capable of being assessed or having a monetary value or not) where the law (including but not limited to the law relating to negligence) would or might but for this clause give rise to a cause, remedy, claim, demand or consequence, including but not in any way limiting the generality of the foregoing, loss and/or damage by reason of:

10.1.1 Misdelivery, failure to deliver, or delay in delivery of goods or services; or

10.1.2 Delivery of goods or services that do not meet the order or requirements of the customer; or

10.1.3 Defect; or

10.1.4 Faulty materials or workmanship; or

10.1.5 Loss, damage or deterioration of goods either in transit or in storage for any reason whatsoever; or

10.1.6 Any act or matter or thing done, permitted, suffered or omitted by the Seller.

10.2 To the extent permitted by law, any liability of the Seller is limited to and the Customer shall not seek, require, make any demand for or commence any form of legal action or proceeding for any amount of money exceeding:-

10.2.1 In the case of goods, to the price of the goods in respect of which a claim is made.

10.2.2 In the case of services, the cost to supply the service again or the payment of the costs of having the service supplied again.

10.3 The Customer shall not assert and hereby releases and indemnifies the Seller with respect to any claim for any loss or damage of an incidental or consequential nature and/or any loss or damage exceeding the amount referred to in Clause 10.2 hereof.

10.4 Any demand or claim against the Seller, including but not limited to claims for non delivery, must be made within 7 days of the date or proposed date of delivery. All claims must refer to the original invoice number and date and provide sufficient detail of the demand or claim (including but not limited to the reasons why the demand or claim is made notwithstanding the terms of this clause 10) as will enable the Seller to make an informed and timely decision in respect of the demand or claim.

10.5 These conditions of sale do not exclude, restrict, or modify the application of any provision of any applicable Federal or State laws, rules, or regulations which by law can not be excluded, restricted or modified. All conditions, warranties and other things expressed or implied by statute and/or common law or otherwise are hereby expressly excluded to the extent permitted by law.

10.6 The customer hereby acknowledges and warrants to the Seller that the customer will not rely on order and delivery documentation to accurately and correctly identify the goods or services supplied and that the customer will conduct such examination and/or tests as are necessary and/or convenient to establish that the goods or services supplied are in fact as ordered and required in all respects and will do so in a timely manner before relying on the said supply at any time shall be deemed to be acceptance of and a waiver of all claims or the Customer in respect of such supply.

10.7 Any clerical errors in computation, typing or otherwise of any catalogue, quotation, acceptance, offer, invoice, delivery document, credit note or specification given by the Seller shall be subject to correction at any time by the Seller.

10.8 No sub clause of this clause 10 shall be read or construed as limiting or being limited by the contents of any other sub clause of this clause 10.

10.9 The Customer indemnifies the Seller in respect of anything done by or in the name of the Customer or its assigns contrary to or otherwise than as permitted by this clause 10.

11. NO IMPLIED OBLIGATIONS OF SERVICE

The Customer hereby acknowledges that these conditions do not impose on the Seller an obligation to inspect any site of the Customer or any goods supplied, delivered, or installed by the Seller on such a site. Any obligation may only arise by way of a separate agreement between the Seller and the Customer. In the absence of any such separate agreement, the Customer shall seek assistance from the manufacturer of any goods supplied.

12. RISK

12.1 Unless otherwise agreed in writing, the risk in the goods purchased shall pass to the Customer, upon delivery to the Customer or after notice by the Seller to the Customer that the goods are ready for delivery to its agent or to a carrier commissioned by the Customer.

12.2 Without in any way limiting the operation of the foregoing, upon delivery of the goods to the Customer or his agent or to a carrier commissioned by the Customer, the Customer hereby covenants and where appropriate warrants with the Seller that, in the storage and handling of the goods, the Customer shall comply with all relevant environmental laws and regulations and does (or on the acquisition of the goods) will possess and comply with all necessary and/or relevant permits and licenses, and the Customer shall ensure that the Customer is familiar with and adheres to all the necessary and appropriate precautions and safety measures relating to the storing and handling of goods.

13. SOLVENCY OF CORPORATE CUSTOMERS

13.1 Where the Customer is a corporate body then the following provisions apply:

13.1.1 Credit application is subject to and conditional upon the Customer's directors (or other parties acceptable to Seller) executing personal guarantees in the form approved by the Seller.

13.1.2 The Customer hereby represents and warrants that it is solvent and able to pay its debts as they fall due and is not in bankruptcy, liquidation, administration, receivership, or subject to any compromise or arrangement with its creditors or any class of them.

13.1.3 The directors of the Customer are not and have never been bankrupt and are solvent, are able to pay their debts as they fall due, have not made any compromise or arrangements with their creditors and have not made or proposed any meeting of their creditors or any class of them.

14. PROPERTY; DEFAULT & REMEDIES

14.1 Until full payment is made on an order of goods, the Customer shall store the goods separate from its own and those of third parties and in a manner to enable the goods to be identified and cross referenced to particular invoices.

14.2 The occurrence of any of the following shall constitute a default:

14.2.1 The Customer fails to pay any amount of the Customer's total indebtedness to the Seller under these conditions of sale when it is due to the Seller;

14.2.2 The filing of a voluntary or involuntary petition in bankruptcy by or against Customer, or if a receiver, manager, liquidator, provisional liquidator, or other insolvency administrator is appointed in respect of the Customer, or an arrangement is proposed or approved in respect of the Customer, or a mortgagee enters into possession of any of the Customer's assets, or an application is made for the winding up of the Customer; or

14.2.3 The Customer is otherwise in default of any term or condition set forth in these conditions of sale; or

14.2.4 there is at any time on any account whatsoever money owing by the Customer to the Seller whether due to be paid or not.

14.3 In the event of default, the Seller may, without notice and without prejudice to any of its other rights and remedies, retake possession of the goods and may enter upon the Customer's premises by its servants or agents for that purpose. In addition, Seller may declare all amounts owed to Seller by Customer immediately due and payable.

14.4 The Customer consents to allow the Seller reasonable access to its premises in order to retake possession of goods in accordance with these conditions of sale.

14.4.1 The Customer shall be liable for all costs associated with the exercise of the Seller's rights under this clause, which shall be payable on demand.

14.4.2 The Seller has the right of re-sale of the goods in the event it retakes possession of them.

14.5 Unless otherwise notified in writing, upon a default the Customer is authorized to sell the goods to a third party in the ordinary course of business on commercially reasonable terms provided those terms include a term in the same or similar terms to this clause 14. Insofar as the Customer is empowered to resell goods, he:

14.5.1 sells as a fiduciary agent in relation to the Seller;

14.5.2 sells on account of the Seller and not for its own account;

14.5.3 sells as principal in relation to any third party;

14.5.4 has no rights to commit the Seller to any contractual relationship or liability to any third party.

14.6 The proceeds of any goods are to be kept in a separate account until all liability to the seller on any account whatsoever has been discharged and must not be mixed with any moneys, including general funds of the Customer.

14.6.1 The Customer is accountable to the Seller for the proceeds and does not receive them for its own account;

14.6.2 The Seller may appropriate and apply or reappropriate and reapply any payment received by the Customer to such goods and accounts as it thinks fit notwithstanding any appropriation, application or direction of the Customer to the contrary.

14.7 Goods supplied must not be attached to or in any way mixed or co-mingled with other goods not the property of the Seller without the prior written consent of the Seller.

14.8 The Customer must not use goods supplied in such a way that they become non-recoverable prior to payment being made to the Seller in full, or alternatively until consent in writing has been obtained from the Seller.

15. STORAGE

If the Seller notifies the Customer that the goods are ready for delivery and the Customer requests the Seller to hold the goods on its behalf or refuses to accept delivery, such goods will be held by the Seller at the Customer's risk and the Seller shall be entitled to charge a reasonable storage fee in respect of the goods.

16. JURISDICTION

This agreement and all contracts shall be governed and construed in accordance with the laws of the State of Ohio without giving effect to its principles of conflicts of laws. Any dispute or disagreement arising hereunder shall be determined exclusively in the state or federal courts located in Columbus, Ohio. The parties expressly consent to the personal jurisdiction of these courts and waive any right to object to the same for all matters arising out of or relating to this agreement and all agreement or contracts herein referenced.

17. PRIVACY ACT

In consideration of the Seller providing credit facilities to the Customer, the Customer hereby agrees that for the purpose of processing the application form provided, the Seller may make whatever inquiries it deems necessary from any source of information, including credit reporting agencies and credit providers. The Customer acknowledges that the Seller may need to supply information about the Customer to those sources and the Customer gives its authorization to the Seller to do so.

18. WAIVER

The waiver by the Seller of any provision or breach of any provision of these conditions of sale shall not be construed as a waiver of any other provision, or of a breach of any other provision, or of the subsequent breach of the same or any provision hereof.

19. SALES TAX

The amounts payable by the Customer to the Seller for, or in connection with, any goods or services under this agreement do not include any applicable sales tax. The Customer must pay the Seller an additional amount on account of sales tax, equal to the amounts payable by the Customer for the good or services, multiplied by the prevailing tax rate (unless proof of sales tax exemption is shown).

20. ENTIRE CONTRACT; MISCELLANEOUS; NATURE OF RELATIONSHIP

These conditions of sale together with any application for credit and/or any applicable purchase order contract(s), contain the complete and final agreement between the Customer and the Seller and no other agreement in any way modifying the conditions of sale will be binding on the Seller unless made in writing and signed by the Seller's authorized representative. If any provision of this agreement is deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby. No right or interest of Customer hereunder may be assigned without the prior written consent of Seller. The rights and remedies of Seller herein will be cumulative and additional to any other or further rights and remedies provided in law or equity. Upon the occurrence of any default of Customer hereunder, Customer will pay to Seller all attorneys' fees, court costs, and expenses incurred by Seller in connection with Seller's efforts to collect amounts due to Seller hereunder. This agreement imposes no obligation on Customer to buy goods or services and no obligation on Seller to sell goods or services. If Customer submits an order to Seller, Seller may elect to accept or reject such order. If Seller accepts an order, the terms and conditions set forth herein shall apply to the purchase and sale of such goods and services. Customer understands that its relationship with Seller is only that of a buyer of goods. Under no circumstances whatsoever shall any type of franchise, dealership, or distributorship arrangement or obligation be created in connection herewith, unless established in a formal written agreement signed by both parties.