



Customer Information and Credit Application

Thank you for your interest in IncisionTech, a division of Cadence, Inc.. Please complete the following...

Company Name: _____ **Year Started:** _____

Billing Address: _____

Business Phone Number: _____ **Business Fax Number:** _____

Website Address: _____

Chief Executive: _____ **Number of Employees:** _____

Business Type: **Sole Proprietor** _____ **Corporation** _____
Partnership _____ **Other (list)** _____

NAICS Code(s): _____ *(NOTE: This is a required field)*

Dun & Bradstreet Number: _____

Contact Information:

Buyer Name(s): _____
Phone Number: _____ **Ext.** _____ **Direct Line** _Yes _No

Fax Number: _____

Email Address: _____

Accounts Payable Contact Person: _____
Phone Number: _____ **Ext.** _____ **Direct Line** _Yes _No

Fax Number: _____

Email Address: _____

Trade References:

<p>Reference 1 Name: _____ Address: _____ _____ Phone: _____ Fax: _____ <i>(Fax number is a required field)</i></p>	<p>Reference 2 Name: _____ Address: _____ _____ Phone: _____ Fax: _____ <i>(Fax number is a required field)</i></p>
<p>Reference 3 Name: _____ Address: _____ _____ Phone: _____ Fax: _____ <i>(Fax number is a required field)</i></p>	<p>Reference 4 Name: _____ Address: _____ _____ Phone: _____ Fax: _____ <i>(Fax number is a required field)</i></p>

Financial Information: *(Financial Statements may be provided instead of completing section. Please see page 3 for authorization to release statement, signature required.)*

	Current Year	Prior Year
Income		
Sales		
Net Income After Tax		
Assets		
Cash		
Accounts Receivable		
Inventory		
All Other Assets		
Total Assets (sum of above)		
Liabilities		
Accounts Payable		
Accruals		
Current Portion Long Term Debt		
Long Term Debt		
All Other Liabilities		
Total Liabilities (sum of above)		
Equity		
Total Equity		

Bank Reference(s):

Bank Name: _____ Contact: _____ Address: _____ _____ Phone: _____ Fax: _____ Account Name _____ Account No. _____ <i>(Fax and Account number are required fields)</i>	Bank Name: _____ Contact: _____ Address: _____ _____ Phone: _____ Fax: _____ Account Name _____ Account No. _____ <i>(Fax and Account number are required fields)</i>
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SALES AND USE TAX EXEMPTION – Our parent company, Cadence, Inc., is registered to collect and pay sales tax in Virginia, New York, Rhode Island, and California. All purchases of tangible personal property subject to sales and use tax made from or distributed to any other state will need to be paid by the purchaser to the appropriate jurisdiction. **A certificate of exemption must be on file to be relieved of the tax.**



INCISIONTECH
A Cadence Company
DEFINE. DO. MEASURE.

In order to expedite the approval process of your credit application and get your company properly established in our system, please read, sign and date the following:

Per the attached Application For Credit, I hereby certify the information provided is correct to the best of my knowledge and I authorize the release of information to IncisionTech for the purpose of establishing credit.

I acknowledge and agree to pay a service charge of 1½ % per month on all invoices 30 days past due. Further, I agree to pay the Seller all reasonable and actual collection agency, attorney and court fees should the seller need to use these services to effect collection.

I have read the above information and agree to the terms and conditions as stated herein.

Signature

Date

Name

Phone Number

TERMS & CONDITIONS OF PURCHASE

The following terms and conditions apply to purchases of goods or services ("Items") from Cadence, Inc., a corporation with offices at 9 Technology Drive, Staunton, VA 24401, or its affiliates identified on this Order (the "Company") and the Customer identified on the face hereof (the "Customer"):

ACCEPTANCE - Our acceptance of Customer's Order is expressly conditioned on Customer's acceptance of Company's terms and conditions stated below. Customer shall be deemed to accept Company's terms and conditions if Customer does not reject such terms within three (3) business days by giving written notice identifying the rejected provisions and the reasons therefor. Company rejects any Customer terms at variance with or supplemental to this Order.

PRICES - This Order shall be completed at the prices stated herein.

CHANGES - Any change in pricing, quantities, or specifications must be agreed to by both parties. No change order will be binding on Company unless acknowledged by an authorized representative of Company. Company may at any time, by written notice, suspend performance in whole or in part on this Order.

RISK OF LOSS - Risk of loss and title to purchased Items shall remain with Company until the Items are shipped to Customer's designated destination. Company will not be responsible for returning any scrap or fallout associated with Customer's supplied materials. Customer bears the risk of loss or damage in shipping.

INSPECTION AND RETURNED ITEMS - Customer must inspect all Items immediately upon receipt and give Company written notice of any claimed defects within thirty (30) days after receipt. If Customer fails to give such notice, Items shall be deemed acceptable as shipped. Company must be notified in advance before any Items are returned. All returned Items must be returned by a return authorization. Failure to obtain a return authorization may result in Items being refused and returned to Customer. Items should be returned in the original packaging and fully protected for shipment.

SHIPPING - Freight will be prepaid and billed. Unless otherwise specified on the order, all Orders will ship FOB shipping point. A nominal handling charge will be added for each Order to cover handling and transportation costs.

INVOICING & PAYMENT - The standard open account terms are Net (thirty) 30 days, subject to credit approval using Dun & Bradstreet credit ratings and financial information. Customer having insufficient information for open account terms may be offered alternative payment options of prepayment prior to shipment, C.O.D., Visa, Master Card, or American Express. Quoted pricing is based on standard terms and any deviation from these terms may result in a reevaluation of the quoted price. A service charge of 1.5% per month will be charged on all accounts thirty (30) days past due. If payment is more than sixty (60) days past due, the account will be placed on "credit hold" status. No shipments will be made when an Order is in credit hold status and all work in process will be stopped. If it becomes necessary to place an account for outside collection, Customer will be required to pay all costs of collection, including reasonable attorney fees, costs and expenses.

PROPRIETARY RIGHTS AND CONFIDENTIALITY - Customer represents and warrants that Items supplied under this Order will not infringe any third party patent, trade secrets, copyrights or other intellectual property rights and Customer will defend, indemnify and hold Company harmless from all damages, costs and expenses (including reasonable legal fees) from any claim to contrary. All proprietary or confidential information obtained by Customer from Company in connection with this Order is received in confidence, shall remain the property of Company, and shall be used by Customer only to the extent necessary for the performance of this Order.

WARRANTY/LIABILITY - Company's manufacturing drawings represent what is currently understood to be Customer's complete design. The drawings incorporate any exceptions taken during the quoting process and any additional exceptions discovered during contract review. Customer must make the final determination whether every Item as designed will function for its intended use. Company warrants only that Items conform to Customer's specifications. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS, ARE EXCLUDED. Company is not liable for any direct or consequential damages arising from any design assistance it provides or use of this product, and Customer agrees to indemnify and hold harmless from any such claims or damages and related costs and expenses, including attorney fees.

CHOICE OF LAW & FORUM - Company's agreement with Customer is to be construed according to the laws of the Commonwealth of Virginia. Executive jurisdiction and venue of any dispute involving this Order shall be in the Circuit Court of the City of Staunton, Virginia.

GENERAL PROVISIONS - This Order, the terms of Customer's Order not inconsistent with this Order, and Company manufacturing drawing together contain the entire and exclusive agreement between the parties and may be amended only in a writing signed by Company's authorized representative. Company's waiver of any provision shall be effective only if contained in a signed writing. Customer shall not assign, delegate or subcontract this Order or any rights hereunder without the prior written of Company and any attempt to the contrary shall be void and of no legal effect.