

## DEALER APPLICATION FORM

### DEALER INFORMATION

FULL NAME OF BUSINESS: \_\_\_\_\_  
TRADING AS: \_\_\_\_\_  
BUSINESS ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ MOBILE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
POSTAL ADDRESS (if not as above): \_\_\_\_\_  
TYPE OF BUSINESS (e.g. Sole Proprietorship, Partnership, Corporation): \_\_\_\_\_  
IF CORPORATION, DATE OF INCORPORATION: \_\_\_\_\_  
BANK: \_\_\_\_\_  
BANK ADDRESS: \_\_\_\_\_  
BANK PHONE: \_\_\_\_\_

### NAMES & RESIDENTIAL ADDRESS OF DIRECTORS/PARTNERS:

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

### TRADE REFERENCES ONLY COMPLETE IF APPLYING FOR A TERM ACCOUNT

First Trade Reference: \_\_\_\_\_  
Name of Company: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Person to Contact: \_\_\_\_\_  
Trading History with Credit Reference Yrs: \_\_\_\_\_  
Credit Limit Provided: \_\_\_\_\_  
Credit Terms Days: \_\_\_\_\_  
Usual Trade Volume/Month: \_\_\_\_\_

Second Trade Reference: \_\_\_\_\_  
Name of Company: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Person to Contact: \_\_\_\_\_  
Trading History with Credit Reference Yrs: \_\_\_\_\_  
Credit Limit Provided: \_\_\_\_\_  
Credit Terms Days: \_\_\_\_\_  
Usual Trade Volume/Month: \_\_\_\_\_

Third Trade Reference: \_\_\_\_\_  
 Name of Company: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Person to Contact: \_\_\_\_\_  
 Trading History with Credit Reference Yrs: \_\_\_\_\_  
 Credit Limit Provided: \_\_\_\_\_  
 Credit Terms Days: \_\_\_\_\_  
 Usual Trade Volume/Month: \_\_\_\_\_

**ANTICIPATED POSSIBLE MONTHLY PURCHASES:**

\_\_\_\_ PhP 1K-5K \_\_\_\_ PhP 5K-10K \_\_\_\_ PhP 10K-20K \_\_\_\_ PhP 20K-50K Above \_\_\_\_ PhP 50K per month

I/We the undersigned declare that the above application is true and correct and agree to the Terms and Conditions as outlined in the current dealer price list. I/We accept the Trading Terms its being STRICTLY COD unless otherwise agreed with an Authorized Officer of Asiantech Com Inc. I/We personally guarantee to pay in full any goods which have been received by the above mentioned and are held personally liable for any outstanding debts at any stage.

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
 POSITION: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
 POSITION: \_\_\_\_\_ DATE: \_\_\_\_\_

**PLEASE INCLUDE THE FOLLOWING WHEN SUBMITTING:**

<i>SOLE PROPRIETORSHIP</i>	DTI REGISTRATION	BIR REGISTRATION
<i>PARTNERSHIP:</i>	MAYOR'S PERMIT	SAMPLE OF OFFICIAL RECEIPT
<i>CORPORATION:</i>	SEC REGISTRATION	BIR REGISTRATION
	MAYOR'S PERMIT	SAMPLE OF OFFICIAL RECEIPT

**Asiantech Com Corp. Fax Application and Documents To 721-4447, or Email to [inquiry@asiantech.com](mailto:inquiry@asiantech.com),  
 1465 Golden Bldg. E. Rodriguez Sr. Avenue Quezon City, Philippines Tel No. (632) 722-0000**

**Any changes on the above information must be reported immediately. Rest assured that all Information will be treated with confidentiality.**

**TERMS AND CONDITIONS ASIANTECH COM CORP (“ATCC”)**

1. Except specifically expressed, all prices quoted or that have appeared in our price list are exclusive of any tax, import, duty or other levies. ATCC reserves the right at any time between the time of quotation and / or order and the date of delivery of the goods or provision of services to make any reasonable adjustment to prices. All prices in the price list are subject to change without notice and without recourse to ATCC.
2. Delivery dates and times quoted for delivery of goods, or the provision of services, are estimates only and ATCC shall not be liable for any loss or damage howsoever arising as a result or consequence of any failure to deliver or delay in delivery of any goods or services arising from any circumstances of whatsoever nature which are outside ATCC control. Customer shall not be received of any obligation to accept or pay for goods or services by reason of any delay in delivery, despatch or performance. ATCC reserves the right to deliver by way of partial shipments and each partial shipment shall be deemed to be sold under a separate sales contract. No cancellation of sales contract is allowed if goods or services have been delivered by the courier.
3. ATCC reserves the right to cancel sales orders without prior notice:
  - (a) If customers do not collect their goods from the ATCC warehouse within seven (7) days of placing their order.
  - (b) When the delivery/dispatch of orders is delayed for more than seven (7) days due to payment not being received.
4. Delivery charges are at the customer’s expense. Customers are requested to arrange their own transportation for the picking up of orders. In the event that ATCC has to organise transportation and delivery a standard freight charge will apply. Any transit insurance is the customer’s responsibility. ATCC will not be responsible for any damages or loss whatsoever during transit once goods are despatched out of our factory.
5. Risk for all products shall pass from ATCC to the customer/authorised reseller when the products are delivered.
6. An official order, in writing on company letterhead, or equivalent, must be issued to ATCC before any delivery can be effected. Orders must clearly state - Order Number, Name and Signature of Purchasing Officer, Product code(s), Configuration(s) Required, Unit Pricing and Total Order Value, Delivery Address, Delivery Date/Schedule required, Invoice Address, Special Requirements/Conditions etc.
7. Verbal orders over the telephone can be accepted if the following conditions are met:
  - (a) the purchase is confirmed upon delivery of goods and services
  - (b) any dispute on pricing, condition of goods, etc. must be addressed within 24 hours of receiving of goods and services, otherwise, the invoice of the transaction will serve as a contractual sales and purchase agreement between ATCC and the customer.
8. All goods sold, services provided and fees charged by ATCC will be charged relevant legislation, and must be paid by the customer in addition to the price of the products, services and fees.
9. Payment terms are normally cash with order, or cleared funds before delivery unless a credit account with ATCC is in place prior to despatch. Customers paying cash require ATCC official receipt as proof of payment. A receipt will only be issued for cheque payment upon request.
10. All new customers are required to transact on a Cash basis for at least three to six months before ATCC will consider granting a credit account. ATCC will request for clear fund payment from Cash basis accounts before delivery unless a credit account is granted by ATCC, Company cheques will only be accepted after a credit application form is properly completed and COD account approved by ATCC. At the sole discretion of ATCC, a credit account may be granted to a customer who has an acceptable track record of trading with ATCC. Customers with credit account should always maintain their account with ATCC within credit limit and payment terms. Payment is required immediately If the account exceeds the credit limit and or is outside it’s payment terms.
11. In the event of the customer failing to pay any outstanding account owing by the customer to ATCC or the customer entering into any scheme of arrangement with its creditors or going into receivership or liquidation, ATCC shall:
  - (a) Be entitled to a general lien on all property or goods belonging to the customer in ATCC’s possession for any outstanding amount owing by the customer to ATCC.
  - (b) Has the right to offset the amounts outstanding in all accounts and the net balance will become due and payable immediately.
  - (c) Reserves the right to cancel the credit account without prior notice and all balances. Owing will become due and payable immediately.
12. In the event of any default in payment to ATCC for more than 60 days by the customer or where a demand has been made against a guarantor of a customer’s account, ATCC may in its absolute discretion record the default with it’s credit information provider.
13. In the event of any default in payment to ATCC the customer shall pay to ATCC its costs of and incidental to the recovery of

such sums as may be due including all mercantile and like fees and legal fees and charges on a solicitor / own client full indemnity basis and any filing fees, stamp duty, taxes or any other fees payable, assessed or incurred in relation to such recovery process.

14. Credit card surcharge will apply on full amount of payment made by credit card or accepted by ATCC.

(a) Master or Visa credit card payment.

ATCC, credit account or COD account of the customers, who have bounced cheque record, may be cancelled without prior notice and any future orders place by the customer are required to be paid on (cash or clear fund before delivery) term.

15. ATCC may in its absolute discretion apply in a set off or reduction of an account of a customer, those amounts. which ATCC may owe to the customer for goods the customer has supplied to ATCC. The customer agrees and warrants that where ATCC makes the set off or reduction of an account, that it is made in the ordinary course of business and is not a preference payment. The customer and the guarantor (where applicable) agree to indemnify ATCC from all claims made subsequently by a liquidator.

16. Until ATCC has been paid in full for all goods supplied to the customer under any contract whatsoever between the customer and ATCC:

(a) The goods shall remain as property of ATCC.

(b) Should the goods or any of them be affixed or added to any other items, such attachment shall be effected by the customer solely as an agent for ATCC and ATCC shall have full legal and beneficial title to the whole of the new product thereby created.

(c) The customer shall store the goods and any new products as referred to in (b) separately and in such a way that they can be readily identified as being the property of ATCC.

(d) Subject to (e) and (f), the customer shall be at liberty to sell the goods and the new products in the ordinary course of the business on the basis that the customer shall be under a fiduciary duty to ATCC and to account to ATCC for the proceeds of such sale but may deduct from such proceeds any excess of such proceeds of the total amount due from the customer to ATCC under any contract whatsoever, provided that the customer shall have no authority to enter into any contract of sale on behalf of ATCC. Any contract or sale shall be accordingly concluded in the name of the customer.

(e) ATCC may at any time revoke the customer's power of sale by notice to the customer if the customer is in default in payment of any sum whatsoever due to ATCC in respect of any goods or services supplied to the customer by ATCC or any other sums whatsoever or if any bill of exchange, cheque or any other negotiable instrument drawn or accepted by the customer in favour of ATCC is dishonoured on presentation for payment or if ATCC has bona fide doubts as to the solvency of the customer.

(f) The customer's power of sale shall automatically cease in the event of the appointment of a Receiver, Receiver and Manager, Administrator or Controller over any, or all of the assets or undertaking of the customer or upon the commencement of a winding up application, the appointment of a Liquidator or if the customer call a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy.

(g) Upon determination of the customer's power of sale under (e) or (f) the customer shall place the goods and the new product referred to in (b) at the disposal of ATCC which shall be entitled to enter upon any premises of the customer for the purpose of repossessing such goods and new products from the premises.

(h) Terms thereafter will be on a strictly cash basis only. Sales will be made subject to ATCC's standard Conditions of Sales. In consideration of ATCC granting us credit facilities it is irrevocably agreed as it follows:

- i. All goods obtained from ATCC shall be at our risk immediately upon delivery from the agreed delivery point.
- ii. Notwithstanding that the risk in any such goods had passed to us, title and property in all goods shall remain with ATCC until such times as full payment is made to ATCC for all amounts owing by us in such a way so that our total indebtedness to ATCC under their terms and conditions of sales is discharged.
- iii. It is acknowledged that points i. and ii. have been specifically drawn to our attention that we have read and fully understand the terms and accept them without reservation.

17. Failure by ATCC to insist upon strict performance of any term or condition herein shall not be deemed a waiver thereof or of any rights ATCC may have, and shall not be deemed a waiver of any subsequent breach of any term or condition.

18. All products supplied by ATCC supplied are covered, as standard, by the respective manufacturers warranty on a Return to Base (RTB) basis, which means the defective product, is required to be returned to ATCC or the Authorised Service Centres of ATCC at customers' own cost. Details of manufacturer's warranty for individual product are listed separately in the Warranty Matrix which ATCC reserves it's right at all times, to change any or all of them according to the manufacturer's direction.

19. Any return of a defective product to ATCC must be first authorised in accordance with the following process:

(a) The purchaser must obtain a "Return Authorization Number" (RA Number) from ATCC prior to shipping the defective Products to ATCC

(b) The purchaser shall then be authorized to return the defective products, noting the RA Number and proof of purchase, to ATCC or the Authorized Service Centers of ATCC.

20. ATCC will not accept any return of defective or a claim under the manufacturer's warranty of a product if it does not comply with the Above procedure. No defective product or claim under the warranty or return of any product will be credited to the customer's account Unless the customer has complied with the directions as set out in clause 18.

21. Re-stocking fee will apply to all goods returned for credit. The credit value of returned goods will be at the current selling price at the Time of return less a 15% re-stocking fee calculated base on the original selling value of the returned goods.

22. Save as expressly provided for in other contracts, ATCC shall not be liable to the customer or the customer's servants, agents, Customers or representatives for any direct, indirect, incidental or consequential loss or damages of any nature howsoever caused (Whether based on tort or contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect lab our costs and overhead expenses and damage to equipment or property or any other Claim whatsoever arising directly or indirectly or in any way attribute to the performance of the sales contract and in no event shall any Claim be recognized unless the claim is in writing and received by ATCC within fourteen (14) days of the date of delivery. In any Event, the liability of ATCC under any sales contract is limited to the replacement of the goods or the supply of equivalent goods or The repair of the goods.

23. These terms and conditions are deemed to be incorporated into all quotations and sales contracts (express or implied) for the supply of goods and services to the customer and supersede all terms and conditions previously issued by ATCC. No sales contract for the supply of goods or provision of services shall exist between ATCC and the customer except upon these terms and conditions unless their exclusion or modification is agreed to in writing by ATCC. Any order placed by customer is deemed to be an order Incorporating these terms and conditions notwithstanding any inconsistencies in customer's order. Each order by customer is subject to acceptance or rejection by ATCC and is not binding on ATCC prior to ATCC is acceptance of it. ATCC may refuse to proceed with any sales contract at any time if customer's credit is or becomes unsatisfactory to ATCC.

24. We request that ATCC supply us with goods and/or services for which we undertake to pay ATCC that agreed price(s) within the terms agreed, or if no such terms have been agreed, it will be cleared funds before delivery. Upon approval of this credit application Form. ATCC will accept a company cheque at time of delivery. ATCC reserves the right to grant a credit account. A credit account will only be provided to customers who have traded with ATCC for a certain period of time with a satisfactory history. Details of the credit will be notified separately.

25. Any contracts entered into between ATCC and customer shall subject to jurisdiction of the courts.

26. We agree that ATCC may give permission to seek from any credit providers and/or any credit reporting agencies whether or not named in the credit application about our credit arrangements.

27. We understand that this information can include any information about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other. We expressly authorize ATCC to obtaining any information it requires which may be protected.

28. We understand the information may be used for the following purposes:

- (a) To access an application by us for credit
- (b) To notify other credit providers of our credit history including a default by us
- (c) To exchange information with other credit providers as the status of this credit
- (d) To access our credit worthiness from time to time

29. Amongst other privileges as a ATCC Reseller, you will receive periodical publications such as ATCC Price Catalogue, ATCC Reseller Bulletin, ATCC newsletters, informational emails, etc. Information may either be sent to you via post or by electronic means Including email and facsimile. You must notify ATCC if you choose not to receive any of these items.

30. ATCC reserves the right to change the terms and conditions without prior notice.

Reference document: Dealer Application Form  
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