

TRESTOTO PTY LTD ABN 43 003 477 272 t/as

# Ultra-Tech Electronics (“Ultra-Tech”)

## TERMS OF TRADE (1 November 2013)

### Definitions

Unless the context otherwise requires, the following words have these meanings:

**Contract** means the Terms of Trade and the relevant Order (together they comprise the ‘Contract’).

**Credit Application** means a written credit application with Ultra-Tech for the provision of credit by Ultra-Tech to the Customer.

**Customer** means:

- (a) if the Customer has signed and provided Ultra-Tech with a Credit Application, the Customer specified in the Credit Application; or
- (b) if the Customer has not signed and provided Ultra-Tech with a Credit Application, the Customer specified in the Order.

**Delivery Fee** means the amount specified in the Order or otherwise notified to the Customer from time to time by Ultra-Tech.

**Goods** means the goods referred to in the Order, if any.

**GST** means the goods and services tax payable pursuant to the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999 (Cwlth)* and the regulations thereunder.

**Intellectual Property Rights** means all intellectual property rights of any kind including patents, designs, trademarks, circuits, copyright, service marks, trade names, business names, brand names, inventions, discoveries, trade secrets, know-how and all moral rights (whether allowable now or at some point in the future), an application for, or right to apply for registration or renewal of, an intellectual property right, and in each case whether registered or unregistered (and whether capable of registration or not) and any similar or equivalent rights and interests in Australia or anywhere in the world.

**Invoice** means a Tax Invoice if GST applies to the items in the invoice, otherwise a non-Tax Invoice.

**Order** means any agreement (verbal and/or written) between Ultra-Tech and the Customer for the supply of the Goods and/or Services. Unless otherwise specified by Ultra-Tech, an Order has no set form and could be comprised of an email/emails, order by phone or fax or a combination of same.

**PPS** means the *Personal Property Securities Act 2009 (Cwlth)* and the regulations thereunder.

**Services** means the services referred to in the Order, if any.

**Tax Invoice** means an invoice that complies with the GST Act.

**Terms of Trade** means these terms of trade (as may be varied from time to time).

**Ultra-Tech** means Trestoto Pty Ltd ABN 43 003 477 272 its successors and assigns.

### Interpretation

Unless the context otherwise requires:

- headings, boldings and underlines are for convenience only and do not affect the interpretation of the Contract;
- words importing the singular include the plural and vice versa;
- reference to a ‘person’ includes a company, partnership, joint venture, association, trust, corporation and vice-versa;
- reference to any statute or regulation includes all statutes and regulations varying, consolidating or replacing them; reference to a statute includes all regulations, proclamations, ordinances and by-laws issued after that statute;
- no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Contract or any part of it;
- the words “includes”, “including”, “for example” or “such as” or similar expressions are not words of limitation;
- all references to “\$” or “dollars” are to the lawful currency of Australia;

- where the day on which any thing is to be done is not a business day, that thing must be done on the next business day (with a "business day" being any day except a Saturday, Sunday or public holiday in Sydney, New South Wales);
- a covenant, an agreement or acknowledgment on the part of, or in favour of, two or more persons, binds them or enures to their benefit jointly and severally.

### **Customer Obligations**

The Customer must promptly provide all instruction, information and documentation reasonably requested by Ultra-Tech relating to the supply of the Goods and/or Services. Ultra-Tech is not liable to the Customer for any loss or damage of any kind suffered by the Customer as a result of any failure or delay by the Customer in respect of the foregoing and Ultra-Tech shall be entitled to a reasonable extension of any timeframe applicable to its obligations as a result of such failure or delay.

### **Intellectual Property**

The Customer is solely responsible for ensuring that it provides Ultra-Tech with all relevant artwork, designs, drawings, plans and specifications relating to its Order (where relevant). The Customer warrants that in respect of any artwork, designs, drawings, plans, specifications or anything else supplied by or on behalf of the Customer which relates to the creation or development of the Goods does not infringe the Intellectual Property Rights of any third party.

### **Quotation, Orders and Acceptance**

A quotation by Ultra-Tech shall be an invitation (but not an offer) to the Customer to trade with Ultra-Tech. The Customer may use the quotation to submit an Order to Ultra-Tech. Prices given in any quotation are applicable to that quotation only and will not apply in any other instance, unless confirmed in writing by Ultra-Tech. Quotations are valid for the period specified in the quotation or, if no period is specified, 7 days from the date of issue. If the Customer is given a quote and instructs Ultra-Tech to proceed, the Customer is taken to have submitted an Order to Ultra-Tech on the terms of the quote (which incorporates these Terms of Trade). Ultra-Tech is not obliged to accept any Order. The Contract shall only be or be deemed to have been entered into between Ultra-Tech and the Customer when the Order has been accepted by Ultra-Tech (which may be done in writing, verbally or by Ultra-Tech commencing to fulfil the Order). Any quotation containing a provision to supply Goods "ex stock" is subject to fulfilment of prior orders (whether to the Customer or third parties) at the date of receipt of the Customer's Order. In addition, all quotations issued by Ultra-Tech are "ex works," unless otherwise stated in writing by Ultra-Tech.

### **Delivery, Delay and Cancellation**

Ultra-Tech is entitled (but not obliged) to deliver the Goods as soon as they are ready for delivery (but not before any date agreed with the Customer). Although Ultra-Tech will use reasonable endeavours to provide the Goods and/or Services by the due date, this time is not of the essence. Ultra-Tech are not liable to the Customer for any loss or damage of any kind suffered by the Customer arising out of any failure by Ultra-Tech to provide the Goods and/or Services on or by the agreed or specified date or within a reasonable time including loss or damage due to the negligence of Ultra-Tech. Without limiting the foregoing, should supply of the Goods and/or Services be prevented, delayed or hindered directly or indirectly by circumstances beyond Ultra-Tech's reasonable control then, at Ultra-Tech's option, either: (a) the delivery time for the Goods or the time for performance of the Services shall be extended until the effect of the delaying cause has ceased; or (b) Ultra-Tech may cancel the Contract. The Customer is not entitled to cancel the Contract for the resultant delay. To the fullest extent permitted by law, Ultra-Tech are not liable for any loss or damage of any kind suffered by the Customer for the resultant delay or cancellation of the Contract. Unless otherwise agreed in writing, Ultra-Tech is entitled to supply the Goods in one or more lots. Where there is a part provision, Ultra-Tech may Invoice the Customer for pro-rata progress payments in respect thereof (with the pro-rata amount as determined by Ultra-Tech). Once the Goods are available for delivery, Ultra-Tech is entitled to issue an Invoice for the Goods (even if the Customer delays delivery or collection as the case may be).

**Delivery Fee**

In addition to any other amounts including the price for the Goods, the Customer must pay the Delivery Fee to Ultra-Tech at the same time and in the same manner as the price for the relevant Goods is payable. If an Order is delivered in instalments or to more than one location, Ultra-Tech may charge a separate Delivery Fee for each such instalment or location as the case may be.

**Storage and Storage Fees**

If Ultra-Tech notifies the Customer the Goods are ready for delivery, the Customer requests Ultra-Tech to hold the Goods on its behalf and Ultra-Tech agrees to hold the Goods, such Goods will be held by Ultra-Tech at the Customer's sole risk (and without Ultra-Tech having any obligation whatsoever to properly or safely store the Goods or keep them waterproofed or weather proofed), and Ultra-Tech shall be entitled to charge storage fees (for such amount as is reasonably determined by Ultra-Tech) in respect of the Goods so stored. Ultra-Tech is entitled to a lien over the Goods until the storage fees are paid. If Ultra-Tech agrees to hold the Goods, it does so on such terms as Ultra-Tech may specify to the Customer from time to time.

**Payment**

Unless otherwise agreed in writing, all timeframes for payments by: (a) non-credit Customers are as specified in the relevant quotation or order acknowledgement or if no timeframe is specified then prior to despatch; (b) credit Customers are within 30 days from the end of the month in which the Invoice is issued or such other date as confirmed in writing by Ultra-Tech at the time of the order. All times for payment are of the essence. Without limiting any other rights or remedies, if the Customer fails to make payment by the due date, Ultra-Tech may cease to provide or limit the amount of credit available to the Customer. Notwithstanding the foregoing, if the Customer places an Order with Ultra-Tech through Ultra-Tech's website then the timeframe for payment is within the payment timeframe stated by Ultra-Tech on the website relevant to the Order or, if no such timeframe is specified, within 30 days from the end of the month in which the Invoice is issued. Payment of interest and under an indemnity is within 14 days of demand by Ultra-Tech.

**GST**

Unless otherwise stated, all amounts are expressed to be exclusive of GST. The Customer must pay any applicable GST to Ultra-Tech in addition to the amount payable at the same time as the amount to which it relates is payable.

**Merchant Fees**

If any payment is made by credit card, the Customer agrees Ultra-Tech may also charge and deduct from the credit card any merchant fees that apply.

**Interest**

In addition to and without prejudice to any other rights or remedies of Ultra-Tech, interest shall apply to any payment not made on time at the rate of 10% per annum (calculated daily) for the relevant overdue period.

**Indemnity**

To the fullest extent permitted by law, the Customer indemnifies Ultra-Tech against any loss, cost, damage or expense (including legal costs and disbursements on a full indemnity basis and any debt collection agency fees on a full indemnity basis), and any claims, demands, suits, actions and proceedings suffered, paid, incurred, instituted or defended by Ultra-Tech, resulting from or arising out of any breach of the Contract by the Customer or any cancellation of an Order (even if cancellation occurs with Ultra-Tech's consent).

**Suspension**

If the Customer defaults or fails or delays in performing its obligations then in addition to and without prejudice to any other rights or remedies of Ultra-Tech (including exercising a right of termination after suspension), Ultra-Tech may suspend the performance of its obligations until such breach is rectified without being liable to the Customer for any loss or damage of any kind suffered by the Customer as a result of such suspension. Ultra-Tech shall be entitled to a reasonable extension of any timeframe applicable to its obligations as a result of such suspension.

**Termination**

If a party:

- (a) has a receiver, receiver and manager, administrator, liquidator, provisional liquidator or external controller appointed to it;
- (b) becomes bankrupt, insolvent or is wound-up;
- (c) has a resolution passed for its winding-up, commits an act of insolvency or bankruptcy;
- (d) enters into any scheme or arrangement with its creditors;
- (e) breaches an essential term of the Contract;
- (f) breaches a term of the Contract that is not capable of remedy; or
- (g) subject to the foregoing, breaches a term of the Contract that is capable of remedy but is not so remedied within 14 days of written demand;

then the other party by written notice may terminate the Contract immediately. Termination shall not affect any provision of the Contract expressed or capable of operating or having effect subsequent to termination and shall be without prejudice to any accrued right or remedy of a party in relation to any breach of or default by the other party occurring prior to termination.

**Cancellation by Ultra-Tech**

In addition to any other cancellation rights, Ultra-Tech may cancel a Contract at any time before the Goods are supplied or the Services are provided by notice to the Customer in which case Ultra-Tech shall repay any sums paid by the Customer in advance to Ultra-Tech in respect of the relevant Goods and/or Services. To the fullest extent permitted by law, Ultra-Tech are not liable for any loss or damage of any kind suffered by the Customer for the resultant cancellation of the Contract.

**Cancellation by Customer**

Once an Order has been accepted by Ultra-Tech, the Contract arising from it may only be cancelled with the written consent of Ultra-Tech. The Customer's attention is drawn to the "indemnity" provisions of these Terms of Trade in respect of such cancellation.

**Returns and Restocking Fee**

Except where required by law, Ultra-Tech are not obliged to accept a return of Goods because the Customer changes their mind, or their Order is for incorrect items, excess amounts or is duplicated, or wishes to cancel an Order. If Ultra-Tech does accept a return because the Customer changes their mind or where Ultra-Tech allows a Customer to cancel an Order, a restocking fee will apply as specified by Ultra-Tech.

**Passing of Risk**

Risk in respect of loss, damage or destruction to the Goods passes to the Customer on the earlier of:

- (a) if the Customer collects the Goods, at the time of collection;
- (b) if the Customer requests Ultra-Tech to hold the Goods on its behalf, at the time of the request; or
- (c) if the Goods are being delivered by Ultra-Tech, at the time of delivery to that address.

If Goods are collected, held or delivered in part, then risk passes in respect of so much of those Goods as are collected, held or stored as the case may be in accordance with the foregoing.

**Passing of Title**

Despite the passing of risk, Ultra-Tech retains full title to the Goods until such time as all payments due by the Customer under the relevant Contract are received by Ultra-Tech. Ultra-Tech reserves the right in the event of non-payment of any amounts due by the Customer under the relevant Contract to retrieve the Goods from the Customer including by entering any premises where the Goods are stored and the Customer agrees Ultra-Tech are not liable for trespass as a result or for any damage caused in removing the Goods from the premises. If Ultra-Tech seeks to register a security interest arising under any Contract, the Customer agrees to promptly sign such reasonable documentation and promptly perform all reasonable acts necessary in order to enable Ultra-Tech to effect that registration. The Customer must not sell or dispose of the Goods until the Customer makes payment for same in full to Ultra-Tech. If, however, the Customer acts contrary to this term, then without

prejudice to any rights or remedies of Ultra-Tech, the Customer agrees that all proceeds from such sale or disposal are charged in favour of Ultra-Tech in respect of those Goods.

### PPS

- (a) In respect of the PPS, each Contract as well as the Credit Application, and all quotes and Invoices issued to the Customer applicable to the relevant Contract constitute a "security agreement" for the purposes of the PPS.
- (b) For the purposes of s115 of the PPS, the parties agree that to the fullest extent permitted by law, they have agreed to:
  - (i) contract out of ss95, 117, 118, 120, 121(4), 123, 125, 128, 129, 130, 132(3)(d), 132(4), 134, 135, 142 and 143 of the PPS; and
  - (ii) contract out of all matters permitted to be contracted out of pursuant to s115(7) of the PPS.
- (c) To the fullest extent permitted by law, the Customer hereby waives its rights to receive any notice under s157 of the PPS pursuant to s157(3)(b) of the PPS.

### Warranty

Ultra-Tech warrant that for a period of 12 months (unless another period is specified in the quotation issued by Ultra-Tech) commencing on the date when risk passes in the relevant Goods to the Customer under these Terms of Trade that the Goods will be fit for their intended purpose and of merchantable quality. In respect of this warranty:

- (a) the Customer must make a written claim on Ultra-Tech to the address identified below and that must be received by Ultra-Tech within the said warranty period;
- (b) a claim can only be made where all monies payable in respect of the Order to which the Goods relate have been fully paid for;
- (c) the Customer must return the relevant Goods to Ultra-Tech for assessment, if requested by Ultra Tech;
- (d) if the relevant Goods are just a component part, if requested by Ultra-Tech the whole item of equipment must be returned to Ultra-Tech for assessment;
- (e) the warranty immediately ceases to apply if the Goods:
  - (i) are damaged, destroyed or modified in any way (other than due to the actions of Ultra-Tech); or
  - (ii) used or installed:
    - (A) contrary to any operating instructions or directions given by Ultra-Tech;
    - (B) contrary to good engineering practice; or
    - (C) outside of its specified operating limits;
- (f) Ultra-Tech's total liability to the Customer in respect of such warranty is, at the option of Ultra-Tech, limited to repairing, replacing or resupplying the relevant Goods or paying for the cost of repairing, replacing or resupplying the relevant Goods or, where allowed by law, providing a credit to the Customer equal to the value of the price paid by the Customer (less any GST) to Ultra-Tech for the relevant Goods;
- (g) the decision of Ultra-Tech in respect of the warranty offered and any claim under it is, to the fullest extent permitted by law, final and binding on the Customer;
- (h) Except where Ultra-Tech have agreed to bear an expense as expressly set out in this warranty section, the Customer is responsible for all costs of claiming under any warranty specified herein;
- (i) For clarity, Ultra-Tech will not be responsible for any courier, transport or freight related costs whatsoever associated with the return to it or to the Customer of any defective Goods that have not first been approved by it. Ultra-Tech reserves the right to first inspect any defective Goods and decide how, if at all, the defective Goods is to be returned to it. Any unapproved courier, transport or freight related costs will be to the Customer's account.

### **Important Note:**

*If you acquire goods from Ultra-Tech as a consumer according to the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

*Any rights a consumer may have under any warranty specified herein are in addition to other rights and remedies of a consumer under a law in relation to the goods to which these warranties relate. Nothing in this document shall exclude or modify any legal rights a Customer may have under the Australian Consumer Law or otherwise which cannot be excluded or modified at law.*

**Contact details if you wish to make a claim under any warranty specified herein:**

For more information or to make a claim under any warranty specified herein please telephone us on **+61 2 4871 3311** or write to us at Ultra-tech Electronics, 11 Gantry Place , Braemar, NSW, 2575 or Email to [warranties@ultra-tech.com.au](mailto:warranties@ultra-tech.com.au) Our website details are as follows: **www.ultra-tech.com.au**

**Limitation of Liability**

To the fullest extent permitted by law and in the circumstances where the guarantees under the Australian Consumer Law do not apply in respect to the purchase of its Goods and/or Services:

- (a) Ultra-Tech shall not be liable to the Customer for any consequential, special, incidental or other indirect loss or damage including loss of profit, loss of opportunity, business, revenue, goodwill or anticipated savings arising out of the performance, non-performance or defective performance of the obligations of Ultra-Tech irrespective of whether or not Ultra-Tech was made aware of the possibility of such loss;
- (b) all express and implied warranties, terms and conditions in relation to the obligations of Ultra-Tech including those implied by use, trade, custom or otherwise are hereby excluded;
- (c) the Customer agrees that Ultra-Tech is not liable or responsible for any loss or damage that the Customer suffers or incurs due to circumstances beyond the reasonable control of Ultra-Tech;
- (d) subject to the foregoing, Ultra-Tech's total liability to the Customer for breach of its obligations to the Customer (including due to negligence) are at the option of Ultra-Tech limited to, in the case of Goods, repairing, replacing or resupplying the goods or paying for the cost of repairing, replacing or resupplying the goods and, in the case of Services, re-supplying the Services or paying for the cost of re-supplying the Services.

**Application of Terms of Trade**

The Terms of Trade shall apply to every Order (and Order acknowledgement) between Ultra-Tech and the Customer for the supply of Goods and/or Services (even if not attached or referred to in an Order or Order acknowledgement). Each Contract is a combination of these Terms of Trade and the relevant Order and each such Contract constitutes a separate and independent agreement. Any action taken in respect one Contract does not automatically affect any or all other Contracts.

**Variation of Terms of Trade**

Ultra-Tech may vary the Terms of Trade from time to time, in which case those new terms of trade shall apply to every new Order after the Customer is notified in writing of the new terms of trade. Subject to the foregoing and any other provision of the Terms of Trade, any variation, amendment or consent to departure by any party from the Contract shall have no force or effect unless agreed in writing by a director of Ultra-Tech.

**Variations to Order**

If the Customer wishes to revise or change in any way the Contract after acceptance by Ultra-Tech, Ultra-Tech reserves the right to revise the price and/or any other aspects of the Contract to take account of such changes. Ultra-Tech is not obliged to accept any variations put forward by the Customer after the Contract has been accepted by Ultra-Tech.

**Inconsistency and Terms Put Forward by Customer**

If there is any inconsistency between the Terms of Trade and the Order, the terms of the Order prevail to the extent of the inconsistency. Any terms or conditions put forward by the Customer in respect of the Goods and/or Services (other than in accordance with these Terms of Trade) are null and void and of no effect unless accepted by Ultra-Tech in writing.

**Authority to Contract**

The Customer agrees Ultra-Tech is entitled to assume that anyone on behalf of the Customer (including its employees) who places an Order with Ultra-Tech has full power and authority to bind the Customer irrespective

of whether or not such person followed the Customer internal procedures before placing the Order and the Customer agrees to be bound by the acts or omissions of such persons.

### **Credit Application**

If the Customer has signed or provided Ultra-Tech with a Credit Application, the Customer agrees that:

- (a) Ultra-Tech may suspend or terminate the provision of credit or limit the amount of credit available from time to time at any time;
- (b) it is the responsibility of the Customer to monitor its credit and Ultra-Tech is not required to notify or inform the Customer if its credit with Ultra-Tech is in excess of any amount specified in the Credit Application;
- (c) Ultra-Tech may extend (at its discretion) credit to the Customer beyond any amount specified in the Credit Application.

### **Credit Inquiries**

The Customer agrees that:

- (a) Ultra-Tech may make such enquiries as it sees fit in order to satisfy itself as to the creditworthiness of the Customer and to assess any application for commercial credit;
- (b) the inquires may include applying to and obtaining from any credit reporting agency a credit report of the Customer which may contain personal information, in accordance with *s18K(1)(b)* of the *Privacy Act 1988 (Cwlth)* ("Act"), and to obtain a report containing information from a person or business which provides information about the commercial credit worthiness of a person in relation to credit provided by Ultra-Tech, in accordance with *s18L(4)* of the Act;
- (c) Ultra-Tech is authorised in terms of *s18N(1)(b)* of the Act to disclose information of a report received by it and to exchange information with other credit providers for the purpose of notifying other credit providers of a default by the Customer, assessing an application for credit by the Customer, and assessing the creditworthiness of the Customer;
- (d) Ultra-Tech may give information about the Customer or the Customer's business to a credit reporting agency for the purpose of obtaining a consumer credit code report, and/or to allow the consumer credit reporting agency to create or maintain a credit information file about the Customer or the Customer's business; and
- (e) the Customer consents to Ultra-Tech disclosing the Customer's information to a credit reporting agency as outlined above.

### **Miscellaneous**

In the Contract:

- (a) the Contract shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia;
- (b) any legal action or proceedings with respect to the Contract against any party or any of its property and assets may be brought in the Courts of the State of New South Wales, Australia and each party accepts, for itself and in respect of its property and assets, generally and unconditionally the jurisdiction of the Courts of that State;
- (c) subject to the express written terms of the Contract, the Contract shall confer rights and benefits only upon a person expressed to be a party and not upon any other person;
- (d) the Customer shall not transfer, sub-contract or assign its rights or obligations under the Contract without the prior consent in writing of Ultra-Tech;
- (e) Ultra-Tech may sub-contract or assign its rights or obligations under the Contract at any time ;
- (f) the failure to exercise or delay in exercising by any party of any right conferred by the Contract shall not operate as a waiver and the single or partial exercise of any right by that party shall not preclude any other or further exercise of that or any other right by that party;
- (g) subject to the terms of the Contract, the rights of a party conferred by the Contract are cumulative and are not exclusive of any rights provided by law;
- (h) each party shall execute all documents and perform all acts necessary to give full effect to the Contract;
- (i) apart from the Credit Application, the Contract expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement, and supersedes and excludes any prior or collateral negotiation, understanding, communication, agreement, representation or warranty by or between the parties in relation to that subject matter or any term of that

agreement. Neither party shall, after the Contract has been entered into, be entitled, as against the other party or other officers of any party, to bring suit on the basis of any verbal or written communications, representations, inducements, undertakings, agreements or arrangements except expressly as provided by the Contract or the Credit Application;

- (j) any provision of the Contract which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability, without invalidating the remaining provisions of the Contract or affecting the validity or enforceability of that provision in any other jurisdiction;
- (k) no provision of the Contract shall merge on completion of the Contract;
- (l) in addition to any other rights, if by reason of any fact, circumstance, matter or thing beyond the reasonable control of Ultra-Tech, Ultra-Tech is unable to perform in whole or in part any obligation under a Contract, Ultra-Tech shall be relieved of that obligation to the extent and for the period that it is so unable to perform and are not liable to the Customer for any loss or damage of any kind suffered by the Customer arising out of such inability to perform.

**Signing**

If Ultra-Tech requires the Customer to sign these Terms of Trade, it must be executed by the Customer where indicated below. The fact that these Terms of Trade are not signed though does not affect their enforceability.

\* Executed for and on behalf of the **CUSTOMER** in accordance with s127 of the *Corporations Act*:

\_\_\_\_\_  
 Director/Secretary      Signature      Date  
 [if not Sole Director]

\_\_\_\_\_  
 Director/Sole Director      Signature      Date

\_\_\_\_\_  
 Name [BLOCK LETTERS]  
 \* - use this clause if the Customer is a company

\_\_\_\_\_  
 Name [BLOCK LETTERS]

# Executed by the **Customer** in the presence of:

\_\_\_\_\_  
 Signature of Witness      Date

\_\_\_\_\_  
 Signature of Customer      Date

\_\_\_\_\_  
 Name of Witness (BLOCK LETTERS)  
 # - use this clause if the Customer is an individual or a partnership

\_\_\_\_\_  
 Name [BLOCK LETTERS]