



MAGPIE TECH. CORP.

550 Yorbita Rd.

La Puente, CA 91744

DEALER_APPLICATION_REV4
TOTAL PAGES 4


Ph: (626) 600-5330

Fx: (626) 600-5331

MAGPIE TECH. CORP. DEALER APPLICATION

Note: Fields marked with an asterisk (*) are required.

GENERAL INFORMATION

Company*					
Address 1*					
Address 2					
City*		State*		Zip*	
Country*					
Phone*					
Fax*					
Email*					
Tax ID or Resale Number*					
1. Principle Officer Name*				Title*	
2. Principle Officer Name				Title	
3. Principle Officer Name				Title	

FINANCIAL INFORMATION

How old is your business?*			
What is your annual sales volume?*			
Type of business*	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation



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TRADE INFORMATION

Please describe the general nature of your business (select all that apply):*	
<input type="checkbox"/> Hospital/Clinic <input type="checkbox"/> Veterinary Clinic <input type="checkbox"/> Dealer <input type="checkbox"/> Distributor <input type="checkbox"/> Repair Service	
<input type="checkbox"/> Other (please specify) _____	
Please list the names of lines you carry that may compete with Bonart Co., Ltd. (ART) branded products.*	
How many sales persons will sell ART products?*	

PREPAID ACCOUNT AGREEMENT

I understand that all new accounts will be on prepaid terms for the first year. After one year, I may apply for credit.

TERMS AND CONDITIONS

1. The acceptance of Buyer's order is subject to all terms and conditions set forth herein, all of which are accepted by Buyer, supersede Buyer's order form and acknowledgment if any, and constitute the entire contract between Buyer and Magpie Tech. Corp. ("Magpie"). The herein document shall become a contract when at Magpie's option: (a) Buyer shall have placed an order with Magpie and/or given to Magpie specification of assortments, delivery dates, shipping instructions, or instructions to bill and hold as to all or any parts of the goods herein described, (b) when Buyer has received delivery of the whole or any part of such goods, or (c) when Buyer has otherwise assented to the terms and conditions hereof either in writing, orally, or by conduct. No acceptance of the herein document may vary these terms unless specifically agreed in writing by Magpie.

2. Any order accepted by Magpie may be canceled by Buyer only upon written approval of Magpie by a duly authorized representative of Magpie. Buyer shall reimburse Magpie for any and all expenses incurred by Magpie in connection with such order, including inventory on hand or on order and finishing completed or in process tooling and engineering.



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3. Payment is due prior to shipping unless otherwise agreed to in writing by both parties. In such event, Magpie shall deliver to Buyer all invoices within seven (7) business days of shipping, and payment is due within 30 days. Invoices are payable on receipt unless other terms are negotiated and noted on the invoice. Payments on open accounts shall be applied to oldest invoices first. Balances of 30 days or more accrue a 1.5% service charge for each month or portion thereof as such balance remains due.

4. Unless otherwise specified, all goods are to be shipped prepaid F.O.B. Magpie's place of business. All expenses and risk of loss for any damage incurred in the transportation of goods passes to Buyer upon the earlier of delivery or placement with a carrier, and all claims for loss, damage, or delay against the carrier must be made by Buyer. Method and route of shipment are at Magpie's discretion unless Buyer supplies explicit instructions otherwise. Buyer shall pay all applicable taxes and shipping costs. Magpie shall not be liable for any loss or damage resulting from any such failure or delay in delivery, or from any such cancelation, or for loss of use, or for any loss of profits.

5. Buyer agrees to inspect all goods upon delivery and must reject any non-conforming goods immediately after delivery at the place of destination by notifying Magpie and confirming the rejection in writing within (10) days after delivery at the place of destination. The notification shall identify each and every alleged non-conformity of the goods and describe that portion of the shipment being rejected. Magpie shall then respond with instructions as to the disposition of the goods. If Buyer fails to give such notice, or if Buyer uses the goods in any manner within the prescribed 10-day period, the goods shall be deemed to conform with the terms of the contract in all respect and Buyer shall be bound to accept and pay for the goods in accordance with the terms hereof. All goods returned from Buyer to Magpie must be in the original packaging and container as shipped to Buyer and must be accompanied by a Return Merchandise Authorization ("RMA"). Returned goods in any packaging or container other than that originally shipped to Buyer, or those without an RMA, will not be accepted by Magpie. When goods are returned in conformity with the above, Magpie – at its discretion – may either (a) issue a credit memorandum for the purchase amount, excluding shipping cost; or (b) refund the purchase amount, excluding shipping costs, to Buyer.

6. Magpie warrants the goods delivered under this contract to be free from defects in materials and workmanship under normal use and service as follows: (a) Internal components, for (548) days from the date of shipment; (b) Hand Pieces, for (365) days from the date of shipment; (c) Inserts and Tips, for (122) days from the date of shipment. Magpie, will, at its option, repair or replace any goods that are shown to be defective in materials or workmanship within such time period upon written notification from Buyer clearly identifying each and every defect and providing for inspection of such goods at Magpie's business office. Buyer shall pay all shipping costs for returns under the manufacturer's warranties.



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Magpie's obligation with respect to such goods will be limited, at its option, to replacement or repair of such goods.

IN NO EVENT SHALL MAGPIE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR TRANSPORTATION, INSTALLATION, ADJUSTMENT, OR OTHER EXPENSES WHICH MAY RISE IN CONNECTION WITH THE GOODS. Any abuse or misuse of the goods by Buyer voids this limited warranty. THE FORGOING LIMITED WARRANTIES ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING – WITHOUT LIMITATION – ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

7. Any claim or controversy arising out of or relating to this contract shall be settled finally and exclusively by binding arbitration held in Los Angeles County, California, in accordance with the rules of the American Arbitration Association, by which each party hereto agrees to be bound. Judgment upon the award rendered by the chosen arbitrator(s) may be entered in a court of competent jurisdiction situated in Los Angeles County, California. Any and all actions which may be brought in court for any claim or controversy arising under this agreement shall be filed and maintained only in a State or Federal court of appropriate jurisdiction located in Los Angeles County, California, United States of America and Buyer consents to such jurisdiction.

8. This agreement shall be governed by the laws of the State of California and by the provisions of the Uniform Commercial Code, as adopted and construed in the State of California, notwithstanding any state's choice of laws and/or rules to the contrary. In the event that any provision hereof shall be found to be invalid or unenforceable, the remaining portions of this contract shall remain in full force and effect.

I have read and agree to the Terms and Conditions.

Print Name* _____ Title* _____

Signature* _____

Date* _____