



Credit Application

(which includes the Standard Terms and Conditions of Sale and a Suretyship)

Please print and complete this credit application then email or deliver it to Business Automation & Security Systems (BASS) LLC. To speed up the process you may fax the completed forms as well, but we cannot finalize the application until we have received the original signed application forms.

Notes on the completion of this form

- Each page must be initialed by the authorized signatory.
- Please note all information provided on this form is confidential and that certain information will be validated.
- Please **attach a copy of the following documents** with the credit application: CO. REGISTRATION CERTIFICATE, VAT REGISTRATION CERT., IDENTITY DOC(S) AND A CANCELLED CHEQUE OR LETTER FROM THE BANK CONFIRMING BANKING DETAILS

1. Applicant's Details

Type of Business	PTY LTD	LTD	CC	Sole Proprietor	Trust	Partnership
Registered Name						
Trading Name						
Date Established				Registration Number:		
Telephone Number						
Fax Number				VAT Number		
E-mail Address						
Physical Address (which the applicant chooses as for all notices and processes)				Registered Address:		
Post Code:				Post Code:		
Postal Address:				Holding Company & Registration Number		
	Subsidiary Companies					

2. Auditor's Details

Auditing Firm Name			Date Appointed		
Contact Name					
Telephone Number			Fax Number		
Auditor's physical address			Auditor's postal address		
Post Code			Post Code		

3. Details of Company Banking Account (1)

Name of Bank			Branch		
Account Name			Branch Code		
Account Number			Date Account Opened		
Attached Cancelled Cheque or Letter from the bank confirming banking Details					



3.1 Details of Company Banking Account (2)

Name of Bank		Branch	
Account Name		Branch Code	
Account Number		Date Account Opened	
Attached Cancelled Cheque or Letter from the bank confirming banking Details			

4. Personal information of Owner(s) / Partner(s) / Member(s) / Director(s)

(in order of seniority / shareholding)

4.1 Position in the Company: _____

First Names			
Last Name			
Identity Number			
Residential address	Postal address		
Post Code	Post Code		
Work phone number		Home phone number	
Cell phone number		Alternate phone number	

4.2 Position in the Company: _____

First Names			
Last Name			
Identity Number			
Residential address	Postal address		
Post Code	Post Code		
Work phone number		Home phone number	
Cell phone number		Alternate phone number	

4.3 Position in the Company: _____

First Names			
Last Name			
Identity Number			
Residential address	Postal address		
Post Code	Post Code		
Work phone number		Home phone number	
Cell phone number		Alternate phone number	



5. Trade References

Name of Company		No of years Trading with this company	
Contact Person		Average Value of Business Conducted per month AED _____	
Telephone No			
Name of Company		No of years Trading with this company	
Contact Person		Average Value of Business Conducted per month AED _____	
Telephone No			
Name of Company		No of years Trading with this company	
Contact Person		Average Value of Business Conducted per month AED _____	
Telephone No			

6. Details of Fixed Assets /Bonds Over Immovable Property

Premises (Physical Address)	Value	
	Outstanding Bond	
	Account Number	

7. Financial Information

Company Total Assets:	Company Total Liabilities:	Amount of Credit Requested:
Annual Net Income:		
Have you or your officers or affiliates ever filed a petition in bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Is your company subject to any litigation? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, describe:		

We declare that the above information is true, correct and complete and is given to induce the Company to extend credit. We authorize the Company to make such credit investigation as the Company sees fit, including contacting the above trade references and banks and obtaining credit reports. We authorize all trade references, banks and credit reporting agencies to disclose to the Company any and all information concerning the financial and credit history of my company and myself.

I have read the standard terms and conditions of sale stated below and agree to all of those terms and conditions.

Company Name: _____

Authorized Signature: _____

Title: _____

Printed Name: _____



STANDARD TERMS AND CONDITIONS OF SALE

DEFINITIONS

In these General Terms and Conditions, the following terms will be understood to have the meanings assigned to them below:

1. Customer: Each natural person or legal entity to whom the Products and/or Services are supplied.
2. BUSINESS AUTOMATION & SECURITY SYSTEMS LLC: Legal entity from which the Customer Orders Products and/or Services and/or with which the Customer negotiates regarding the Order for Products and/or Services.
3. Order: The Customer's Order issued to BUSINESS AUTOMATION & SECURITY SYSTEMS LLC to supply Products and/or perform Services in the format described in Appendix/Purchase Order, pursuant to these General Terms and Conditions.
4. Products: All goods delivered, or to be delivered, to the Customer in the performance of the Order, regardless of whether the Order was exclusively for the supply of these goods and / or supply of Services.
5. Services: The performance that BUSINESS AUTOMATION & SECURITY SYSTEMS LLC renders to the Customer pursuant to the Order
6. Specification: Detailed description of the Products and/or Services to be supplied by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC as stated in the Order.
7. Agreement: any Agreement between BUSINESS AUTOMATION & SECURITY SYSTEMS LLC and the Customer regarding the Order.

OWNERSHIP AND RISK

1. The risk in and to any goods purchased from BUSINESS AUTOMATION & SECURITY SYSTEMS LLC shall pass to and vest in the customer from the time the goods are signed for and/or, immediately upon delivery to the customer or to the address nominated by the customer for delivery as set out on the reverse side of this document. In the case of delivery by any other party including delivery by freight, liability for the goods passes to the customer at the time the goods leave BUSINESS AUTOMATION & SECURITY SYSTEMS LLC. The customer further acknowledges that unless it notifies BUSINESS AUTOMATION & SECURITY SYSTEMS LLC within 10 days of delivery in writing of any defect, it acknowledges that the goods were delivered in good condition.
2. Ownership in all goods purchased by the customer shall remain vested in BUSINESS AUTOMATION & SECURITY SYSTEMS LLC until all amounts due and owing have been paid in full and BUSINESS AUTOMATION & SECURITY SYSTEMS LLC may retake possession of any goods in which ownership has not passed or for which payment is overdue.

DELIVERY

3. Delivery shall be affected at the suppliers nominated address, which address is recorded hereunder.
No. 123, Al Asmawi Commercial Building 1 (Second building after Kibsons), Ras Al Khor Industrial Area – 2, Dubai.
4. The customer acknowledges that he/she may inspect the goods that are to be delivered to him/her in terms of this agreement. The customer further acknowledges that should he/she fail to inspect the goods, signature of the delivery note accompanying the goods constitutes an acknowledgment by the customer that the goods have been delivered, inspected, and received by the customer in good condition

ORDER

- 4.1 Validity - Unless Previously withdrawn, Supplier quotation is valid for the period stated therein, or when no period is stated, for not more than thirty (30) days from the date of quotation. Any order resulting from supplier's quotation shall only be valid upon receipt of supplier confirmation in writing.
- 4.2 As long as the Supplier has not confirmed the Order as described above, the Buyer shall be entitled to cancel the Order by providing written notice to the Supplier of same, without the Buyer being liable for any payment of damages or other compensation to the Supplier.
- 4.3 Offers, delivery deadlines, warranties, specifications and price lists provided by the Supplier, as well as other provisions agreed in writing, may not be unilaterally changed after their issue.



- 4.4 The Agreement shall be concluded by the timely confirmation of the Order in accordance with the Section.
- 4.5 The content of the Agreement shall be determined exclusively by the Order and these Terms and Conditions
- 5 In the event of BUSINESS AUTOMATION & SECURITY SYSTEMS LLC being unable to effect a delivery to the customer at the address nominated due to any fault of the customer, the customer shall be liable to pay all reasonable costs occasioned in connection with the attempted delivery.
- 6 The delivery dates agreed to are given in good faith and all reasonable effort will be made to comply with them. In the event that delivery cannot take place at the agreed time, the customer and BUSINESS AUTOMATION & SECURITY SYSTEMS LLC shall agree to a reasonable extended time period.
- 7 In the event that delivery does not take place at the agreed time and location the customer shall have the option to accept the goods at an alternative location to be agreed upon or to terminate the agreement. The customer acknowledges that should delivery not take place as agreed due to any of his actions, then BUSINESS AUTOMATION & SECURITY SYSTEMS LLC shall have the right to enforce the terms of this agreement.
- 8 In the event of the customer failing to take immediate delivery of the goods purchased, the goods will be stored by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC for a maximum period of two weeks from the date which appears on the invoice / cash slip where after storage will be charged at the rate of 1% of the value of the goods invoiced for every day. BUSINESS AUTOMATION & SECURITY SYSTEMS LLC reserves the right to resell the goods in order to defray costs, should the goods not be collected from BUSINESS AUTOMATION & SECURITY SYSTEMS LLC within 120 days of purchase.

EXCLUSION OF LOSS, LIABILITY AND WARRANTIES

- 9 BUSINESS AUTOMATION & SECURITY SYSTEMS LLC shall not be liable for any loss or damage by reason of the non-delivery of goods or for any delay in executing delivery caused by force majeure, acts of God, war, riots, civil commotion, strikes, lockouts, restrictions by Government and without in any way being limited by the afore going generally by any other cause beyond the control of the company.
- 10 BUSINESS AUTOMATION & SECURITY SYSTEMS LLC shall not be liable to the customer or any third party for any damages suffered by the customer or any third party whether general, special, incidental or consequential damages of any nature whatsoever arising out of the use of any of the goods purchased or any defects thereto where the said defect causing damage did not exist in the goods at the time it was supplied by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC to the customer.
- 11 The customer warrants and represents that it hereby indemnifies BUSINESS AUTOMATION & SECURITY SYSTEMS LLC against all liability and any claims whatsoever by any person whatsoever for:
- 11.1 Any loss or damages arising from loss of market or attributable to delay in forwarding or in transit or failure to carry out fully or in part thereof any instructions given to it for any other consequential loss howsoever arising.
- 11.2 All legal costs arising out of any dispute in terms of this agreement will be determined and claimed on the scale as between attorney and own client.
- 12 The customer agrees that any equipment sold to them carries a warranty against defective components and manufacturing for a period of twelve months after delivery and that such warranty is valid only if the customer has properly operated, maintained and serviced the equipment. The customer agrees that BUSINESS AUTOMATION & SECURITY SYSTEMS LLCs liability shall be strictly limited to the replacement or repair of any equipment at BUSINESS AUTOMATION & SECURITY SYSTEMS LLCs discretion for any goods or equipment returned after six months from the date of delivery.
- 13 The customer acknowledges and understands that after delivery, the goods shall have left the control of BUSINESS AUTOMATION & SECURITY SYSTEMS LLC, and that he/she shall be responsible for the unpacking of and connection/installation of the goods. The customer acknowledges that it is his/her further responsibility to ensure that a fully qualified and fully trained technician must be used in order to install the goods to ensure their effective operation. Failure by the customer to ensure the installation of the goods, as



instructed by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC, by a fully trained and qualified technician, may result in the failure of the goods, injury, loss or damages to the customer.

Accordingly, and in this event, BUSINESS AUTOMATION & SECURITY SYSTEMS LLC accepts no responsibility for any loss or damages that might arise by reason of death or personal injury to any person engaged in the installation or use of the goods thereafter and subject to the provisions of the Federal Law No. 24 of 2006

- 14 All manufacturers standard warranty terms and conditions will apply, notwithstanding the fact that any goods or components purchased may purport to include certain limited warranties as given by the manufacturer of such goods or components.
- 15 In the event of the customer requiring BUSINESS AUTOMATION & SECURITY SYSTEMS LLC to collect any goods, the customer shall be liable for the reasonable costs associated to such collection.

PAYMENT AND PRICING

- 16 The customer shall not be entitled under any circumstances to withhold payment for any goods purchased.
- 17 Payment terms are strictly C.O.D (cash on delivery)/upfront payment for all goods purchased on a cash sale basis. Payment terms for goods purchased on credit/account in accordance with the terms and conditions of BUSINESS AUTOMATION & SECURITY SYSTEMS LLCs credit application are strictly reckoned from date of Delivery, as determined by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC.
- 18 The customer agrees to pay interest on all overdue accounts at the rate of 2% (two percent) per month on all over due amounts.
- 19 Any discount offered or allowed by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC to the customer is always subject to payment within 30 days of statement or as otherwise determined by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC, failing which any discount received falls away.
- 20 All prices are subject to change by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC should there be any legitimate error made by any Employee, agent, servant of BUSINESS AUTOMATION & SECURITY SYSTEMS LLC in relation to any price quoted to the customer, the customer shall be notified of any price changes.
- 21 BUSINESS AUTOMATION & SECURITY SYSTEMS LLC accepts payment by way of cash, credit card, debit card and electronic funds transfers/deposits into BUSINESS AUTOMATION & SECURITY SYSTEMS LLCs nominated bank account. No goods will be released by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC unless full payment in respect thereof has been cleared.

RETURNS AND REFUNDS

- 22 All and any returns and/or refunds shall be determined strictly with the terms and conditions as contained herein.
- 23 No exchange, credit or refund will be done without the original invoice being presented to BUSINESS AUTOMATION & SECURITY SYSTEMS LLC.
- 24 Goods returned for credit or refund must be returned in the original condition and original packaging and are to return within 10 days of delivery. All goods returned that are repackaged in the original packaging are subject to a reasonable handling fee in respect of any consumption or depletion thereof. The customer acknowledges that the right to return the goods shall be limited to BUSINESS AUTOMATION & SECURITY SYSTEMS LLCs discretion, in the event that the goods are partially or entirely disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods or property.
- 25 It is further agreed that no goods will be accepted for return/exchange and/or refund by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC after the lapse of six months days from date of purchase.
- 26 All electronic goods will be tested before any exchange, credit or refund will be issued.



- 27 BUSINESS AUTOMATION & SECURITY SYSTEMS LLC will not be held liable for any loss or costs incurred due to the failure of a product once installed or for any damages suffered by the customer or a third party due the malfunction of products purchased where the product has been materially altered or has been used contrary to any instructions given by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC.
- 28 Any damage caused by abuse, misuse, unauthorized modifications, incorrect installation, insect infestation, liquid ingress, lightning, power surges, any acts of God or force majeure or tampering will not be covered by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC.
- 29 All faulty goods returned within six months of purchase by the consumer will be refunded, replaced or repaired at the customers election (subject to point 26, 27, 28, 29, 30 and 31).
- 30 BUSINESS AUTOMATION & SECURITY SYSTEMS LLC reserves the right to refuse any warranty claim if the damage is caused by any factors beyond the specifications or performance levels of the product.
- 31 A repair or exchange of a product within the warranty period will carry a further warranty period of three months, such repair, however will not extend the duration of the original warranty period.
- 32 In the event that external repairs are necessary, BUSINESS AUTOMATION & SECURITY SYSTEMS LLC will offer a warranty of repair for an equivalent period to that of the supplier.
- 33 Repairs conducted by BUSINESS AUTOMATION & SECURITY SYSTEMS LLCs repair department will carry a 3-month warranty on that specific repair. Any other faults occurring will be treated as a separate repair.
- 34 Repaired items will not be released to the customer until any payment due in respect thereof has been received.
- 35 BUSINESS AUTOMATION & SECURITY SYSTEMS LLC reserves its rights to charge a handling fee of up to 10% of invoice value on any items that are received for repair that are found to be free of fault or defect, or where reports beyond that of the job card are requested.
- 36 BUSINESS AUTOMATION & SECURITY SYSTEMS LLC reserves its rights to sell/resell all repaired goods which are not collected within 120 days of repair, in order to defray costs.
- 37 In the event that BUSINESS AUTOMATION & SECURITY SYSTEMS LLC does not have stock of goods which have been purchased, then BUSINESS AUTOMATION & SECURITY SYSTEMS LLC shall procure the same or similar goods from an alternative source at the same price subject to the customers consent. BUSINESS AUTOMATION & SECURITY SYSTEMS LLC shall not be liable for shortage of stock in circumstances that are beyond the control of BUSINESS AUTOMATION & SECURITY SYSTEMS LLC.

DEFAULT AND BREACH

- 38 If the customer fails to perform any of its obligations when due, BUSINESS AUTOMATION & SECURITY SYSTEMS LLC may decline to accept further orders or make further deliveries to the customer or may revoke and/or withdraw and/or suspend and/or cancel and/or close the customer's credit facility/account at any time and any future purchases shall be on terms and conditions as determined by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC in its absolute and sole discretion.
- 39 Should the customer default in making payment of any overdue amounts owing, BUSINESS AUTOMATION & SECURITY SYSTEMS LLC shall be entitled, but not compelled, to forthwith demand that the whole amount outstanding on the account be paid, notwithstanding that a portion of the amount would not be owing in accordance with the agreed terms of payment.
- 40 In the event of BUSINESS AUTOMATION & SECURITY SYSTEMS LLC having to institute any legal proceedings against the customer for breach, repudiation, specific performance or for any other reason whatsoever in terms hereof, the customer undertakes and agrees to pay the company's legal costs on scale as between Attorney and own Client, including collection commission, tracing charges and any other charges incurred by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC in enforcing its rights in terms hereof.



41 Any dispute arising in terms of this agreement may be referred to arbitration in accordance with the rules of the DIFC-LCIA Arbitration Centre or to the Consumer Commission which may have jurisdiction in terms of this agreement, or directly to a court having the requisite jurisdiction.

GENERAL

42 The customer chooses (chosen address for service of all correspondence, notices and legal process) at the address set out by the customer on the face and/or reverse side hereof. The customer agrees to notify BUSINESS AUTOMATION & SECURITY SYSTEMS LLC in writing with seven (7) days of any change of address.

43 It is agreed that these standard terms and conditions of sale shall be governed by the laws of UAE

44 No addition to, variation or cancellation of these standard terms and conditions of sale shall be of any force or effect unless contained in writing and signed by or on behalf of both parties. In particular, the customer agrees that any term or condition which may on any order, written or verbal and which is at variance with the terms of this agreement, shall be of no force or effect unless incorporated in a document signed by a director of BUSINESS AUTOMATION & SECURITY SYSTEMS LLC and the customer and which has been prepared specifically for the purpose of varying the terms of these conditions.

45 Any relaxation or indulgence which BUSINESS AUTOMATION & SECURITY SYSTEMS LLC may show or allow to the customer shall operate only in respect of the issue in which it was given and shall in no way constitute a novation or waiver or estoppel against or by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC or in any way prejudice BUSINESS AUTOMATION & SECURITY SYSTEMS LLC in respect of its rights against the customer.

46 No terms, warranties or representations other than:

46.1 those expressly contained in this document; or

46.2 reduced to writing and signed on behalf of both BUSINESS AUTOMATION & SECURITY SYSTEMS LLC and the customer; or

46.3 incorporated in BUSINESS AUTOMATION & SECURITY SYSTEMS LLC's standard terms and conditions of sale from time to time will be of any force or effect as between the parties.

The customer acknowledges that it has not relied on any warranties or representations made by BUSINESS AUTOMATION & SECURITY SYSTEMS LLC in influencing its decision to contract with BUSINESS AUTOMATION & SECURITY SYSTEMS LLC.