



OPENING ACCOUNT WITH EUTEX

Dear Customer:

As part of opening an account with us, we ask the following information from our new customers:

- 1) The company's name, address and phone number (you can also send the company's letter head)
- 2) Trade references – at least from 3 companies
- 3) Bank's Information (name, address, account name and contact person)
- 4) Your Email Address:
- 5) Contact person for Accounts Payable:
 - ⌚ His/Her phone number:
 - ⌚ His/Her fax number:
 - ⌚ His/her email address, if any:
- 6) The company's Federal Tax ID:
- 7) Dun and Brad Street number, if any.
- 8) Copy of Sales Certificate to show your company is exempt from VAT or withholding tax.
- 9) Initialize each page of the Terms & Conditions of Sale on the attached and fax it to (832) 358-1165 or mail it to the address at the upper right hand corner.
- 10) The type of Industry your company is in:
(Please check one):
 - Ships/Marine: _____
 - Oil/Gas Operator: _____
 - Project Engineering: _____
 - Distributor/Wholesaler: _____
 - O.E.M. _____
 - Electrical Contractor: _____
 - Drilling Contractor: _____
 - Petro Chemical: _____
 - Other: _____ (please specify)

I am attaching Terms & Conditions of Sale and Shipping Policy.

Please note that Eutex's credit term is net 30 days. Any late payment will be subjected to the company's interest rate policy.

Please let us know if there are questions.

We thank you for your business.

Regards,

Eutex International, Inc. – Eutex Accounts



**Eutex – Group
TERMS & CONDITIONS OF SALE**

1. DEFINITIONS

Eutex means Eutex International, Inc. or Eutex Limited. The Buyer means the person or company to be supplied with the goods by Eutex.

Goods mean the goods, materials and/or other services to be supplied as per the contract.

The contract means the contract for sale and purchase of the goods made between Eutex and the purchaser to which these conditions apply.

2. SCOPE

The conditions apply to all sales of goods by Eutex and shall prevail overall inconsistent terms or conditions contained and referred to in the purchaser's order or in correspondence or elsewhere unless specifically agreed to in writing by Eutex and any conditions or stipulations to the contrary are hereby excluded or extinguished.

3. GENERAL

Unless otherwise expressly agreed in writing by Eutex, the goods are supplied only on these conditions and no variation of or addition thereto (whether contained in any document emanating from the buyer or made orally by any person acting or purporting to act on behalf of Eutex) shall have effect unless it is in writing signed by or on behalf of Eutex. If any of these Conditions conflict with any conditions stated in the Buyers order or the Buyers conditions of purchase these Conditions shall prevail.

The applicability of the Terms and Conditions of the Buyer of goods from Eutex is hereby expressly excluded.

4. QUOTATIONS

No quotation issued by the Eutex is to be treated as an offer by Eutex, but a basis to treat, open for the period stated therein or when no period is so stated, then within thirty days after the date of the quotation. If an order is placed on the basis of a quotation, such an order will be treated as an offer subject to these Conditions and are subject to Eutex being able to purchase and obtain the necessary raw materials.

5. QUOTATION OF PRICES

Quoted prices will be subject to variation according to material and labour costs at the time of manufacture other than for price list items which will be subject to the prices ruling at the date of despatch.

6. PAYMENT

Unless otherwise agreed the following items apply:

Terms & Conditions of Sale App D 03/02

- (a) The purchase price shall be payable in full on or before thirty days following the date of despatch. Any early settlement discount shall be in writing on the invoice. All cable reels are not subject to any settlement account.
- (b) Interest will be charged on all overdue accounts at the current interest rate determined by the appropriate location bank.
- (c) Without prejudice to any other rights of Eutex, if any payment from the Buyer is overdue under this or any other contract between the parties Eutex shall have the right to suspend or cancel this or such other contract in its entirety.
- (d) If at any time the buyer is in default on any of the Terms and conditions of this contract, particularly failure to pay any amounts due by the correct dates, all monies payable by the Buyer shall immediately become due.
- (e) CANCELLATION: In the event of cancellation of part or whole of the Purchase Order by the buyer Eutex has the right to charge up to 100% of the costs of the goods.
- (f) Terms of Sale are determined and extended by Eutex. We do not acknowledge or recognize any alteration(s) of our terms.

7. DELIVERY

Eutex will use its best endeavours to meet delivery dates quoted, promised or requested but shall not be liable to make good any loss or damage howsoever arising (whether directly or indirectly) out of delay in or failure to make delivery of the goods held awaiting inspection and/or shipping.

8. CABLE LENGTHS

Unless engineering lengths are specifically requested, all lengths quoted by Eutex are to be considered nominal and the cables supplied may vary by up to 5 % above or below the lengths quoted. Every effort will be made to supply to the lengths quoted but other lengths may be supplied to meet the total quantity ordered. A surcharge may be added at the discretion of Eutex if the Buyer requires lengths shorter than Eutex's standard lengths. All prices shall be on actual quantities supplied.

9. LATE SHIPMENT DUE TO INSPECTION OR SHIPPING NOT WITHIN THE CONTROL OF EUTEX

Where Eutex has given appropriate notice that goods are available for inspection and/or shipping, then if a delay occurs in inspecting and/or shipping through no fault of Eutex, the Buyer will pay against invoice for the value of the goods held awaiting inspection and/or shipping.

10. DAMAGE OR LOSS IN TRANSIT

Eutex is not responsible for damage or loss in transit. Carriers receipts should be signed "unexamined" and in the event of damage or shortage, notification must be sent within three days of receipt to both the Carrier and Eutex, and the packing and contents shall be retained for inspection by the Carrier. Goods consigned by parcel post are subject to the Regulations of the Postal Authorities.

In the event of non-receipt of the goods by the Buyer within 48 hours of the invoice date, Buyer shall notify immediately Eutex.

If the Buyer fails to comply with the provisions of this clause it shall be liable to pay for the goods undelivered or damaged as though they had been delivered in good condition.

11. FITNESS FOR PURPOSE

The Buyer shall determine the fitness of purpose of the goods for Buyer's intended use and assume all risks and liability in connection therewith.

12. ALTERATION BY BUYER OF SPECIFICATION OR LENGTHS OF CABLE AFTER ORDER HAS BEEN RECEIVED

Notwithstanding anything to the contrary in any other terms and conditions, Eutex can claim for addition costs and possible extension of delivery date by notice in writing within 21 days of receipt in writing of alterations as above. Eutex can alternatively reject the order, or can re-quote the order, and can charge for any work done which cannot be utilised in the amended order.

13. TECHNICAL ADVICE OR ASSISTANCE OR RECOMMENDATIONS

Eutex at the request of the Buyer, may, but without any obligation so to do, furnish technical advice or assistance or recommendation with reference to the use of the goods or materials sold hereunder, on the express condition that any such advice or assistance or recommendation is given and accepted at the Buyer's risk and Eutex shall not be liable for any loss, damage costs or claim arising therefrom.

14. FORCE MAJEURE

If Eutex is prevented (directly or indirectly) from taking delivery of the goods or any part thereof by reason of an Act of God, war, strikes, lockouts, industrial disputes, fires, explosions, breakdowns, failure of sources of supply of raw materials, shortages or delay in obtaining fuel supplies, interruption of transport, Government action, or any other cause whatsoever outside Eutex's reasonable control, Eutex shall be under no liability whatsoever to the Buyer.

15. RETENTION OF TITLE

- (i) All goods sold and delivered by Eutex remain the property of Eutex until such time as the Buyer has paid in full all that which is owed to Eutex in connection with the underlying agreement and/or in connection with agreements of the same nature, including damages, costs and interest.
- (ii) So long as the property of the goods remains vested in Eutex, Eutex shall be at liberty at any time to retake possession of the goods and for that purpose to enter upon any premises of the Buyer.
- (iii) The Buyer has no right of retention with respect to these goods.
- (iv) In the event of processing, blending, mixing, etc of goods which are still property of Eutex with other goods, Eutex is considered to have become co-owner of the processed, blended, mixed, etc goods, even if those other goods form the main part of the processed, blended, mixed, etc goods.
- (v) The Buyer shall on first demand by Eutex pledge in advance the goods and its claims on customers or bank(s) to Eutex. The Buyer hereby gives Eutex an irrevocable power of attorney to do anything necessary (including but not limited to the execution and registration of deeds) to effect such pledge. All pledges to Eutex shall be first in row.

16. LIABILITY

- (1) All conditions, guarantees or warranties whether expressed or implied by statute common law or otherwise are hereby excluded.
- (2) Eutex shall not be liable for consequential losses of any kind arising directly or indirectly from or in consequence of the sale of any goods by Eutex Inc or the use of any of Eutex's goods.

- (3) Eutex shall not be liable for damage to property arising directly or indirectly from any defect in or failure of, or unsuitability for any purpose of the goods whether due to any act, omission, negligence of Eutex or its employees or agents or to faulty design, workmanship or materials.
- (4) Notwithstanding the foregoing, Eutex will supply new goods in exchange for any defective goods or, at Eutex's option, Eutex will repair defective goods provided that the defect arises under proper and normal use and solely from faulty design, workmanship or materials and provided that written notice giving full details of the alleged defects is received by Eutex within twelve months of the date of despatch of the goods.

17. THIRD PARTY INDUSTRIAL RIGHTS

Where goods are supplied to the Buyer's drawings, design or specification the Buyer warrants that the manufacture, supply or sale by Eutex will not infringe any Patent or Registered Design or Copyright and will indemnify Eutex against all liability for any infringement and against all actions, proceedings, claims, costs, demands and expenses in relation thereto.

18. APPLICABLE LAW AND JURISDICTION

These Conditions and all Contracts to which they apply shall in all respects be governed by and construed in accordance with the Law of United States of America or appropriate country and shall be subject to the exclusive jurisdiction of the American Court System or appropriate country.

SHIPPING POLICY

Appendix B - Note new charges as of May 1st 2008

All clients are invited to collect their order from our designated location(s) on our quotation or provide us with a designated freight forwarder & account number to bill charges to. This means you will not be charged any freight by Eutex.

For orders that you ask EUTEX to arrange shipping. These charges will be billed against your purchase order.

<u>SERVICE</u>	<u>COST</u>
Local Delivery Service (within Houston)	Freight Cost + \$20.00 Handling Charge
UPS/FED-EX/Courier Shipments up to 150lbs	Freight Cost + \$20.00 Handling Charge. Please note that UPS also charge special handling charges for CABLE REELS
Domestic Shipment over 150 lbs	Freight Cost + \$20.00 handling charge
International Freight	Freight Cost + 10% Handling Charge

To avoid the above charges, please arrange at time of order how you would like to ship your goods. Weights & dimensions can be provided as soon as goods are packaged and ready for shipment.

Thank you very much for your support. We try our best to satisfy our client requirements and expectations. Should you at any time feel that we have not met your expectation, please call the office and ask for the Operations Director. Your feed-back is appreciated.

PART OF THE EUTEX GROUP OF COMPANIES
SINGAPORE * HOUSTON * WORLDWIDE AGENTS

Electrical Cable, Equipment & Engineering Supplies to European & International Standards

CABLE: IEC 92-353, IEC 331 (Fire Resistant), NEK 606, UKOOA, Fiber Optic, IEEE 45 Type P, SDT & TPS Shipboard Cable, Portable Power Cords, Metal Clad (XHHW), Sub-Sea Cable.

EQUIPMENT: Hazardous Area Cable Glands & Lighting, Cable Tray & Ladder, Cable Plugs, Hazardous Area & Industrial Junction Box's, Metric Tools, Transformers, Switchgear & Control Gear

WWW.EUTEXINTERNATIONAL.COM

TEXAS SALES AND USE TAX RESALE CERTIFICATE

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number (must contain 11 digits)	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico _____ (Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, State, ZIP code: _____


Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser 	Title	Date
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This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

CREDIT CARD AUTHORIZATION FORM

I, the person who has authorization of the credit below, is allowing Eutex International, Inc. to charge the credit card in amount of _____ for the payment of our order no. _____

Credit Card Type	Number	Expires on	3-digit Security
_____ Master Card	_____	_____	_____
_____ Visa	_____	_____	_____
_____ Discover	_____	_____	_____

Name on the Card: _____
Address on the card _____

Name of Person Signing: _____ (full name)

Person Authorizing: _____

Company's Name: _____