

# Westar Industries Ltd. Terms & Conditions of Credit Agreement

**This is an application and Agreement for credit and shall apply to any and all credit extended by (credit grantor). The credit applicant understands and agrees to the following terms and conditions of sale:**

1. Terms of sales are Net 30 days from the date of invoice. Agents of representatives of (credit grantor) are not authorized to change or adjust credit terms without written authorization of the Credit Manager.
2. The Applicant agrees that Westar Industries Limited shall have the right to **(1.)** Declare the entire indebtedness of the Applicant to Westar Industries Limited (including all interests and costs) immediately due and payable if default occurs in making payment when due. **(2.)** Change the terms of credit from time to time (consistent with applicable law). **(3.)** Limit the amount of credit extended to the Applicant or terminate credit to the Applicant altogether.
3. All claims against invoices must be made within 48 hours after receipt of goods.
4. Accounts not paid by due date are subject to an interest charge from date of maturity at the rate of 2% per month (24% annum).
5. Goods may not be returned without prior authorization of (credit grantor). Goods / Merchandise with written authorization for return will be subject to a minimum 20% restocking charge.
6. NSF checks will be subject to a \$25.00 charge.
7. Failure to comply with these Terms & Conditions may result in cancellation of credit privileges without notice.
8. The Applicant agrees to bear all costs incurred in collecting any unpaid amount including but not limited to legal fees, court costs on a solicitor / client basis.
9. The Applicant affirms that the information given in the Application and Agreement is given for the purpose of making a credit determination. The Applicant warrants the information herein to be true, correct and complete and that no information requested and relevant to Westar's credit determination has been withheld. The Applicant agrees to notify Westar Industries Limited in writing of any changes in information provided by the Applicant to Westar Industries Limited.
10. The Applicant consents to the obtaining of credit and / or personal information as may be required in connection with the credit line hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the application for any credit reporting agency or to any person with whom the Applicant has or proposes to have financial relations.

Dated at: \_\_\_\_\_ this: \_\_\_\_\_ day of: \_\_\_\_\_.

Name of Officer / Owner (Please Print) \_\_\_\_\_

Signature of Office / Owner \_\_\_\_\_

Title: \_\_\_\_\_