



RICOH ELECTRONICS, INC.

1125 Hurricane Shoals Rd
Lawrenceville, GA 30043
www.rei.ricoh.com

CORPORATE CREDIT DEPARTMENT

Phone: (770) 338-7272
E-Mail: CorporateAR@rei.ricoh.com

THE FOLLOWING INFORMATION WILL BE USED BY RICOH'S CREDIT DEPARTMENT IN EVALUATING YOUR CREDIT FOR OPEN ACCOUNT CONSIDERATION.

Please complete, sign, and email to CorporateAR@rei.ricoh.com or fax to (770) 613-6170.

CREDIT APPLICATION

Company Name: _____ Phone: _____ Fax: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

OFFICERS: President: _____ Vice President: _____ Controller: _____

Parent Company: _____ City: _____ State: _____

Home Office/Headquarter: _____ City: _____ State: _____

Type of Organization: Proprietorship Partnership Corporation **Amount of Initial Order: \$** _____

High Credit Expected: \$ _____ **Resale or Exempt Number:** _____

Date Business Started: _____ **Dun & Bradstreet Rating:** _____

For Proprietorships, Partnerships, Small Corporations, Personal Credit may be considered:

Officer's Name: _____ Residence: _____

Social Security #: _____ City: _____ State: _____ Zip: _____

Permission Granted to Draw Personal Credit Report Signed: X

***** BANK AND TRADE REFERENCES *****

***** Please provide Emails for ALL References *****

Bank Name: _____ Officer's Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Checking Account #: _____ Saving/CD Account #: _____

Phone: _____ Email: _____

1. Trade Reference Name: _____ Phone: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

2. Trade Reference Name: _____ Phone: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

3. Trade Reference Name: _____ Phone: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

4. Trade Reference Name: _____ Phone: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

As a condition of granting credit, REI requires that the applicant entity agree to be bound by REI's credit terms and Terms and Conditions of Sale. REI's Terms and Conditions of Sale is attached to this application and is an integral part of this application.

By submitting this credit application, I affirm that I am an authorized representative of the applicant entity and agree to be bound by REI's credit terms and REI's Terms and Conditions of Sale. I also agree that applicant entity will pay interest on late payments at 1 1/2% per month or the highest rate permitted by law.

Authorized Signature Date

Print Name

Print Title

1. Contract Terms

All sales of Thermal products ("Products") by Ricoh Electronics, Inc. ("Seller") are subject to Purchaser's agreement to these General Terms and Conditions of Sale ("Terms") and Seller's order confirmation ("Order Confirmation") issued to Purchaser, unless otherwise specified in this Section. SELLER EXPRESSLY REJECTS ANY TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER COMMUNICATION OF ANY KIND FROM THE PURCHASER THAT IS CONFLICTING, INCONSISTENT OR ADDITIONAL TO THESE TERMS. No waiver, alteration, addition or modification of these Terms shall be valid unless made in writing and signed by an authorized Officer of Seller. No employee or agent of Seller has authority to alter these Terms. The Terms and Order Confirmation constitute the entire agreement between the parties and supersede all prior or contemporaneous oral or written understandings, negotiations, warranties, or agreements of any kind. In the case of a conflict between these Terms and a fully executed contract signed by authorized representatives of both parties, the executed contract shall control. In the absence of a fully executed contract, these Terms apply. BY PURCHASING THE PRODUCTS FROM SELLER, PURCHASER AGREES TO AND INTENDS TO BE BOUND BY THESE TERMS. SELLER'S ACCEPTANCE OF PURCHASER'S P.O. IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THESE TERMS. UNDER NO CIRCUMSTANCE WILL SALES, SHIPMENT OR DELIVERY BY SELLER BE DEEMED AN ACCEPTANCE OF PURCHASER'S TERMS AND CONDITIONS.

2. Technical Information and Samples

Statements, technical information and recommendations concerning the Products sold or samples provided by Seller do not constitute a guarantee or warranty. It is the sole responsibility of Purchaser to independently determine, prior to use, that Products are suitable for the purposes of Purchaser.

3. Variations

Slight variations, including variations in quality, quantity and/or color, shall not constitute grounds for rejection of the Products. Seller's Technical Services Department shall assess whether a delivery differs beyond the limits set out in the Seller's Product Specifications (SPS).

4. Packaging Charges

Products shall be packed and labeled as per the standard requirements for the transport mode. Charges applicable to packaging will be invoiced at Seller's rates current at the time of dispatch. If Orders require overseas delivery, Seller shall charge to Purchaser the cost of any special packaging required, together with all freight, insurance and other charges incurred by Seller.

5. Prices

5.1 All prices, unless otherwise specified in writing in Seller's formal quote or Order Confirmation, exclude all taxes, duties and charges applicable to the sales of the Products ("Taxes"). Any such Taxes shall be added to the price and paid by Purchaser, unless Purchaser provides Seller with a valid exemption certificate acceptable to Seller and the relevant taxing authorities.

5.2 The prices payable for the Products shall be identified in Seller's Order Confirmation. Seller reserves the right to amend such Order Confirmation for any unintended errors.

5.3 Seller shall have the right at any time to revise prices and/or agreed upon prices to take account of inflation and increases in costs, including but not limited to costs associated with: the acquisition of any Products, materials, carriage, labor and other overhead, the increase or imposition of any tax, duty and/or other levy, and any variation in exchange rates.

6. Delivery and Risk of Loss

6.1 Unless otherwise mutually agreed to in writing, Products will be shipped EXW Origin. Shipment is subject to the Incoterms of the International Chamber of Commerce (Incoterms® 2010). Risk of loss passes from Seller to Purchaser upon Seller making Products available to Purchaser at Origin.

6.2 Delivery dates mentioned in any quotation, Order Confirmation, or other communications are estimates only and do not create a binding obligation of Seller towards Purchaser. In no event shall Seller be liable or responsible for any damages as a result of shipping delays.

7. Payment

7.1 Unless otherwise mutually agreed to in writing, Purchaser must pay all invoices (i) in the invoiced currency, (ii) into the bank account specified on the invoices, (iii) within thirty (30) days from the date of invoice without any setoff or discount being applied.

7.2 All payment terms are subject to the approval of Seller's Finance Division, in its sole discretion.

7.3 Seller shall at all times have the right to demand advance payment or cash payment upon delivery of the Products or to demand security to be provided in a form approved by Seller's authorized representative to ensure that the purchase price of the Products is paid.

7.4 If Purchaser does not comply with its obligations under these Terms, including but not limited to the timely payment of the purchase price, it shall promptly be deemed to be legally in default, without any notice and without legal action being required. In that case: (i) Seller shall be entitled to suspend its obligations under these Terms including but not limited to suspending the supply of Products without relieving Purchaser from its obligations and (ii) all amounts and interest payable by Purchaser shall become immediately due to Seller.

7.5 Any extension of credit allowed to Purchaser may be changed or withdrawn at any time.

7.6 In the event of late payment by Purchaser, Seller has the right to charge interest of one and one half percent (1.5%) per month or, if higher, the statutory interest under the applicable law over the outstanding amount; part of a month will be deemed to be a month. All costs, judicial and extra-judicial, and reasonable attorneys' fees, incurred by Seller with respect to the breach of any obligation on the part of Purchaser shall be paid by the Purchaser. The extra-judicial costs will be minimum ten percent (10%) of any outstanding amount.

7.7 Seller may always, at its sole discretion and without any notice being applicable, offset any amount and/or charge due from Purchaser with any amount payable by Seller to Purchaser.

8. Retention of Title

8.1 Notwithstanding delivery and passing of the risk under the relevant Incoterms, the ownership of the Products shall be retained by Seller and shall only be transferred to Purchaser when Purchaser has fully complied with all of its obligations contained in or arising from these Terms, including payment.

8.2 If Purchaser is in default in complying with any obligations arising from these Terms, Seller shall have the right at all times to obtain possession of the Products in which title has been reserved, wherever they are located, without prejudice to Seller's right to compensation from Purchaser in connection with Purchaser's default. Such compensation shall include all costs, fees, taxes, duties, and reasonable attorneys' fees incurred by Seller to obtain possession of the Products.

9. Limited Warranty

9.1 Seller warrants that Products, specifically excluding thermal linerless products (Thermal Linerless Products) only for purposes of this warranty subsection 9.1, are free from defects in material and workmanship for twelve (12) months from the date of shipment. Thermal Linerless Products are warranted to be free from defects in material and workmanship for six (6) months from the date of shipment. This warranty may be asserted by Purchaser only and not by Purchaser's customers or users of Purchaser's Products and Thermal Linerless Products.

9.2 Immediately upon delivery, Purchaser's quality controller shall inspect the Products for quality and quantity. The check shall be based on transport documents and/or specifications applicable to the Products. Complaints for quantity and/or visual defects to the Products shall be reported to Seller within 48 hours after delivery. Purchaser shall note the defects on the relevant transport documents and shall keep the defective Products as proof. At Seller's request, Purchaser shall return the defective Products to Seller in their original packaging.

9.3 Complaints for non-visual defects to the Products shall be reported to Seller immediately upon occurrence. Purchaser shall give immediate notice of such complaint to Seller's Technical Services Department. Purchaser must follow Seller's instructions for warranty.

9.4 Any cause of action for Product defects or otherwise which Purchaser may have shall be barred after the lapse of the warranty period referred to above.

9.5 Should any failure to conform to Seller's warranty appear within the period referred to in subsection 9.1 above, Purchaser's sole and exclusive remedy shall be, at Seller's option, either crediting, in whole or in part, the Purchaser with the purchase price of the affected Products, or replacing the affected Products or any affected part or parts thereof. Setoff is not permitted.

9.6 EXCEPT FOR THE WARRANTY EXPRESSLY PROVIDED IN SECTION 9.1, THE PRODUCTS, INCLUDING THERMAL LINERLESS PRODUCTS, ARE PROVIDED "AS IS" AND SELLER MAKES NO, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PRODUCTS OR SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

10. Returns

For all claims and returns, Purchaser must follow Seller's claims procedures specified at: <https://www.ri.ricoh.com/support-downloads/customer-claim-form>. No Products may be returned to Seller without Seller's written consent and a return merchandise authorization ("RMA"). Products returned without Seller's prior written consent and RMA will be refused. Purchaser shall remain responsible for full payment of Products, including shipment costs.

11. Limitation of Liability

11.1 Subject to any limitations or exclusions imposed by mandatory applicable law and subject to subsection 11.2 below, Seller's aggregate liability to Purchaser, whether for negligence, breach of contract, misrepresentation, or otherwise, shall in no circumstances exceed the price of the defective, non-conforming, damaged or undelivered Products which give rise to such liability as determined by net price invoices to Purchaser for any occurrence.

11.2 IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, OR INJURY, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT, GOODWILL, OR REPUTATION, LOSS OF USE OR PRODUCTION, LOSS OF CAPITAL, OR LOSS OR EXPENSE RESULTING FROM THIRD PARTY CLAIMS.

12. Force Majeure

Neither Seller nor Purchaser shall be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed or made impossible by force majeure, included but not limited to fire, flood, all natural disasters, war, mechanical breakdown, failures of carriers, vendors and/or suppliers, embargo, riot, labor unrest (including but not limited to strike, go-slow, work to rule), the intervention of any governmental authority, or any causes or contingencies beyond a Party's reasonable control, provided that the Party who cannot perform as a result of such force majeure notifies the other Party of the delay and the reasons thereof. Notwithstanding anything in this Section, Purchaser's obligation to make timely payments shall remain in force.

13. Confidentiality

Purchaser shall not disclose to any third party, confidential information received from Seller in connection with the sale, such as the price agreed between the Parties, specifications, plans, samples, formulas, and any other information which is treated as confidential by Seller. Purchaser shall use this information exclusively in fulfilling its obligations and commitments towards Seller, except as required by law or with written approval of Seller.

14. Assignment

None of the rights or obligations of Purchaser under the sale and/or sales agreement may be assigned or transferred in whole or in part without the prior written consent of Seller.

15. Waiver

No waiver by Seller of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise or delay in exercising, any rights, remedy, power or privilege arising from these Terms may be construed as a waiver thereof.

16. No Third Party Beneficiaries

These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy.

17. Severability

Each paragraph and provision of the Terms is severable, and if any provision is held invalid or unenforceable, the remainder shall nevertheless remain in full force and effect.

18. Export Compliance-Anti-Bribery

18.1 Purchaser shall comply with relevant export laws and regulations and shall not export or re-export any of Seller's and/or its affiliates' Products, technical data, or the direct product of such technical data to any country to which export or re-export is forbidden by the U.S. or other governments.

18.2 Purchaser shall comply with the provisions of any applicable anti-bribery laws including the "Foreign Corrupt Practices Act" ("FCPA") of the United States of America, the OECD Convention on Combating Bribery of Foreign Public Officials ("OECD Anti-bribery Convention") and any other applicable anti-bribery laws and regulations.

19. Governing Law/Competent Court

19.1 All orders and sales transactions between Seller and Purchaser shall be governed by, construed, and interpreted in accordance with GA law. The provisions of the United Nations Convention on Contracts for the International Sale of Products ("the Vienna Convention") shall not apply.

19.2 Any disputes arising out of or in connection with any order or sales transaction between Seller and Purchaser shall be brought before the competent courts of Atlanta, Georgia.