



## Credit Terms Application & Agreement

### 信用条款申请及协议

QMS-F-029 (REV 2)

**Legal Company Name** 公司法定名称: \_\_\_\_\_

Year Established 成立时间(年): \_\_\_\_\_ Website Address 网址: \_\_\_\_\_

D&B # 邓白氏编码 \_\_\_\_\_ YTD Sales (USD) 年累计销售额 (百万): \_\_\_\_\_

Prior Year Sales (USD) 上年销售额 (百万): \_\_\_\_\_

Type of Business 业务类型: \_\_\_\_\_

Net Terms Requested 请求的净付款条款: \_\_\_\_\_

Credit Amount Requested (USD) 请求的信用额度: \_\_\_\_\_

If requested, is an audited P/L available 如果需要, 是否可以提供经审计的损益表: Yes / No 是/否

If Yes, for what periods 如果是, 适用于什么周期: \_\_\_\_\_

**Purchasing Contact Name** 采购联系人姓名: \_\_\_\_\_

Email 邮箱: \_\_\_\_\_

Phone # 电话号码: \_\_\_\_\_

**Shipping Address**

收货地址: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Accounts Payable 应付账款**

Contact Name 联系人姓名: \_\_\_\_\_

AP Email 应付账款邮箱: \_\_\_\_\_

AP Phone # 应付账款电话号码: \_\_\_\_\_

**Billing Address**

账单地址: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Bank Information 银行信息:**

Please attach your Bank Reference Letter

请附上银行推荐信

**Credit Reference 信用参考:**

Please provide at least 2 other suppliers that have approved you for Credit Terms:

请提供至少2个其他已批准你的信用条款的供应商

Supplier 1 供应商 1: \_\_\_\_\_

Credit Terms 信用条款: \_\_\_\_\_

Credit Limit 信用额度: \_\_\_\_\_

Contact Name 联系人姓名: \_\_\_\_\_

Email 邮箱: \_\_\_\_\_

Phone# 电话: \_\_\_\_\_

Supplier 2 供应商2: \_\_\_\_\_

Credit Terms 信用条款: \_\_\_\_\_

Credit Limit 信用额度: \_\_\_\_\_

Contact Name 联系人姓名: \_\_\_\_\_

Email 邮箱: \_\_\_\_\_

Phone# 电话: \_\_\_\_\_

\* Please read and sign agreements, terms, and conditions on the following page.

\* 请阅读并签署下页的协议、条款及细则

1. CUSTOMER'S ACCEPTANCE OF TERMS: Vybronic (HK) Ltd or Vybronic, Inc., shall hereinafter be referred to as "Vybronic", and the applicant shall be referred to as "CUSTOMER". The CUSTOMER desires to purchase goods and/or services from Vybronic, and CUSTOMER agrees in consideration thereof to be bound by the terms and conditions stated in this agreement. Vybronic hereby objects to any terms or conditions at variance with, different from or additional to those terms and conditions stated herein unless such terms and conditions are hereafter set forth in a writing signed by Vybronic.

客户接受条款: Vybronic (HK) Ltd或Vybronic, Inc.以下简称"Vybronic"。申请人应被称为"客户"。客户希望从Vybronic购买商品和/或服务,表示客户同意受本协议中所述条款和条件的约束。Vybronic特此反对任何与本协议中规定的不一致的条款和条件、不同或附加的条款或条件,除非此类条款和条件随后由Vybronic签署的书面形式予以说明。

2. Vybronic reserves the right to approve, approve with conditions or disapprove any request for extension of credit at its sole discretion. The amount of credit extended to CUSTOMER will be determined by Vybronic and may vary from time to time. CUSTOMER waives notice of any change in CUSTOMER'S credit limit. All amounts charged to the open account are CUSTOMER'S responsibility. CUSTOMER agrees to pay any and all invoices, charges, fees and costs which CUSTOMER or any authorized person incurs on CUSTOMER's account. Unless CUSTOMER notifies Vybronic in writing within five (5) days of any unauthorized use of CUSTOMER's credit account, CUSTOMER agrees that any other person who incurs charges on CUSTOMER's account is authorized to do so. Notwithstanding the foregoing, any and all contracts, certificates, invoices and other writings signed on behalf of CUSTOMER by any employee of CUSTOMER shall be deemed to have been executed on behalf of CUSTOMER with full authority. Vybronic保留自行决定批准、有条件批准或不批准任何信用延期请求的权利。向客户提供的信用额度将由Vybronic决定,并可能不时发生变化。

客户放弃就客户信用额度的任何变更发出通知。记入未结账的所有金额均由客户负责。客户同意支付客户或任何授权人员在客户账户上产生的任何和所有发票、手续费、费用和成本。除非客户在任何未经授权使用客户信用帐户的情况下五(5)天内以书面形式通知 Vybronic,否则客户同意对客户帐户产生费用的任何其他人均有权这样做。

尽管有上述规定,由客户的任何员工代表客户签署的任何和所有合同、证书、发票和其他书面文件均应被视为全权代表客户执行。

3. All sums owed to Vybronic by CUSTOMER shall be paid in accordance with the terms and conditions expressed on any written Vybronic quotation, Proforma Invoice, or Invoice. In the absence of such express terms and conditions, Vybronic's terms for

CUSTOMER will be Net 30 days. CUSTOMER agrees to notify Vybronic in writing, of any error in any invoice within ten (10) days after the date of that invoice. If not so noticed, the invoice shall be deemed to be correct, and accepted as rendered.

客户欠Vybronic的所有款项均应按照Vybronic任何书面报价、形式发票或发票上的条款和条件支付。在没有此类明确条款和条件的情况下, 则Vybronic 对客户的条款为净 30 天。客户同意在发票开具日期十 (10) 天内以书面形式通知 Vybronic 任何发票中的任何错误。如未通知, 则发票被视为正确无误, 并按原样接受。

4. Credit will be extended by Vybronic to CUSTOMER based on the information provided in this application. CUSTOMER agrees that any financial documents provided to Vybronic are true and correct. Vybronic is authorized to check CUSTOMER's credit background. Vybronic 将根据本申请表中提供的信息向客户发放信贷。客户同意提供给 Vybronic 的任何财务文件都是真实和正确的。Vybronic 有权核查客户的信用背景。

5. Failure to make timely payments shall result in all charges on the account being deemed past due. Whether or not expressed in any quotation or invoice, all sums past due shall bear a late fee of \$100 USD per month or an interest charge at the rate of one and one-half percent (1.5%) per month, whichever is higher, until paid in full. In addition, CUSTOMER agrees to reimburse and pay Vybronic for all expenses, costs, and attorney's fees (including in-house counsel fees) incurred or expended by Vybronic in enforcing any of its rights hereunder and/or collecting any past due sums, whether or not suit is commenced.

未及时付款将导致账户中的所有费用被视为逾期未付。无论是否在任何报价单或发票中明示, 所有逾期款项均应承担每月 100 美元的滞纳金或每月1.5%的利息, 以较高者为准, 直至全部付清。此外, 无论是否提起诉讼, 客户同意向 Vybronic 偿还和支付 Vybronic 在执行其在本协议项下的任何权利和/或收取任何逾期款项时产生或支出的所有费用、成本和律师费(包括内部律师费)。

6. Issuance of a purchase order by CUSTOMER shall be deemed an acceptance of Vybronic's terms and conditions contained herein, notwithstanding anything to the contrary in CUSTOMER'S purchase order documents. CUSTOMER acknowledges and agrees that issuance of a purchase order creates no burden on the part of Vybronic to verify its accuracy or validity, and goods that are provided to CUSTOMER pursuant to a purchase order shall be the full responsibility and obligation of the CUSTOMER.

客户发出采购订单应被视为接受此处包含的 Vybronic 条款和条件, 即使客户的采购订单文件中有任何相反的规定。客户承认并同意, 采购订单的发出对 Vybronic 核实其准确性或有效性不造成负担, 并且根据采购订单向客户提供的货物应由客户承担全部责任和义务。

7. CUSTOMER agrees that Vybronic may, at Vybronic's sole discretion, accept, utilize and rely upon a photocopy or electronic copy of this agreement in lieu of an original document. CUSTOMER acknowledges that, by transmitting an electronic copy or photocopy of this document to Vybronic, CUSTOMER agrees to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to Vybronic. CUSTOMER consents to Vybronic's use of this document and waive any right to object to the use of a copy in place of the original and any right to require Seller to subsequently produce an original document. This Credit Application and Agreement cannot be altered, amended, revised, or otherwise modified unless an officer of Vybronic provides prior written consent thereto.

客户同意 Vybronic 可自行决定接受、使用和依赖本协议的复印件或电子副本来代替原始文件。客户承认, 通过向Vybronic传输本文件的电子副本或复印件, 客户同意受本文件中包含的条款和条件的约束, 其程度与向 Vybronic 传输原件相同。客户同意 Vybronic 使用本文件并放弃任何反对使用副本代替原件的权利以及任何要求卖方随后出示原件的权利。除非 Vybronic 的管理人员事先书面同意, 否则不得改动、修正、修订或以其他方式修改本信用申请和协议。

8. CUSTOMER agrees that this agreement is in effect & binding whether its purchase orders, and subsequent invoices issued by Vybronic are in the name of Vybronic (HK) Ltd, or Vybronic, Inc.

客户同意, 无论其采购订单和 Vybronic 开具的后续发票是否以 Vybronic (HK) Ltd 或 Vybronic, Inc. 的名义, 本协议均有效且具有约束力。

By signing below, I certify that the information furnished in this application is true and correct and that I have read and agreed to all the terms and conditions of this agreement.

通过以下签字, 我证明本申请表中提供的信息真实准确, 并且我已阅读并同意本协议的所有条款和条件。

Name 姓名: \_\_\_\_\_

Title 职位: \_\_\_\_\_

Signature 签字: \_\_\_\_\_

Date 日期: \_\_\_\_\_