

North American EDM Supplies Inc.

4277 Hamann Parkway * Willoughby, OH 44094

1-440-918-3770 Phone
1-440-918-3838 Fax

Dear Customer,

Thank you for your interest in establishing an account with our company.

Please find enclosed our credit application and certificate of exemption. If you have a company credit application / reference form that you normally provide, we can accept it but it **MUST** include the fax numbers for your references including the bank reference.

We will still need you to sign our credit application. Due to the tightening of security in providing credit information, most vendors and all banks require that we fax them a signed authorization prior to the release of information.

Your assistance will greatly speed up the approval process and make sure we can provide the products you need in a timely manner.

If you have any questions, please feel free to contact this office directly.

Thank you for your time.

Catherine G. Wisen

Business Credit Application

North American EDM Supplies Inc.
 Telephone (440) 918-3770 * Fax (440) 918-3838

4277 Hamann Pkwy. Willoughby Ohio 44094 USA
 E-Mail Sales@edmsupplies.com

Please sign and return this form even if you submit your own form. All banks and many vendors require this signed authorization to check references. Thank you for your cooperation! Fax form to 440-918-3838.

Section 1 – General Information

Company Name: _____ Phone: _____ Fax: _____
 Billing Address: _____ Shipping Address: _____
 City, State, Zip: _____ City, State, Zip: _____
 Accounts Payable Contact: _____ Purchasing Contact: _____
 In Business Since: _____ Federal ID Number: _____ DUNS Number: _____
 Type: () Corporation () Chapter "S" () Partnership () Sole Proprietor
Name of Company Officer Responsible for Business Transaction: _____
 Amount of Credit Line Requested: _____

Section 2 – Bank Reference

Bank: _____ Branch: _____ Account#: _____
 Address: _____ City, State, Zip: _____
 Phone: _____ Fax: _____ Bank Officer: _____
 Checking Savings Line of Credit (check all that apply)

Section 3 – Trade References (please provide at least 3 references)

| Company Name | Address | City State Zip | Phone | Fax |
|--------------|---------|----------------|-------|-----|
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COMPANY AUTHORIZATION

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions and vendors listed in this credit application to release necessary information to North American EDM Supplies Inc. in order to verify the information contained herein. Applicant agrees to pay any collection costs incurred to collect the unpaid balance, including interest on the unpaid balance as allowed by state law and any reasonable attorney's fee incurred. Further, I have received and read the enclosed "Terms & Conditions of Sale"

Signed: _____ Dated: _____

PERSONAL GUARANTEE

In consideration of credit being extended by North American EDM Supplies, Inc. to the above named applicant for merchandise to be purchased whether applicant be an individual of individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to North American EDM Supplies, Inc. the faithful payment, when due, of all accounts of said applicant for purchases made within five years after the date of this application. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by North American EDM Supplies, Inc. extension of time of payment to applicant, acceptance of partial payment or partial compromise, all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guarantee. Any revocation of this guarantee shall be in writing and delivered to 4277 Hamann Pkwy. Willoughby, Ohio 44094.

 (Signature & Title)

 (Signature & Title)

BLANKET CERTIFICATE OF EXEMPTION

The undersigned hereby claims exemption to purchases of tangible personal property from North American EDM Supplies Inc. on and after _____ and certifies that this claim is based upon the purchaser's proposed use of the item purchased, the activity of the purchaser, or both, as shown hereon:

(Purchaser must state prescribed reason /or claiming exemption or exception)

For use in consumption as a material or part for incorporation into personal property to be produced for sale by manufacturing, assembling, processing or refining.

This certificate shall continue in force until revoked and shall be considered a part of each order given to the above named vendor unless the order specifies otherwise.

(PURCHASER'S NAME)

(PURCHASER'S ACTIVITY, I.E., MANUFACTURER,
PUBLIC UTILITY, CHURCH, ETC.)

(PURCHASER'S ADDRESS)

(CITY, STATE, ZIP)

BY - SIGNATURE AND TITLE

North American EDM Supplies Inc.

Main Office: 4277 Hamann Parkway * Willoughby, Ohio 44094

Fax 1-440-918-3838
Voice 1-440-918-3770

Product Listing:

HITACHI Brass Wire

"ABZ" Wire, Super Soft for Charmilles
"K" Brass Wire For Precision Work
Wire For Mitsubishi Machines

CUTWISE Brass Wire

Hard, Half-Hard, Soft
"SONIC" Performance Wires
Premium Quality, Low Price

PRO Series Coated Performance Wires

"Zinc Alloy" Brass Wires
"Zinc Alloy" Copper Wires
Charmille "Stratified" & Agie Wires
Japanese Machine Wires.

GISCO Coated Performance Wires

Cobra Cut, Bronco Cut, & Mega Cut
Bare Brass, Hard & Soft
Japanese & European spools

ProSource Diamond EDM Guides

EDM Driller Guides,
Sodick Split & Ruby Guides,
Mitsubishi AF1, AF2, AF3 Guides,
Fanuc Alpha Series,
Japax, Charmille, Hitachi, & Makino.

Resin Systems & Regeneration Programs

Complete Systems,
NAEDMS Regeneration Programs,
EBBCO Systems Replacements,
Virgin Resin.

Guide Components

Die Holders,
Center Dies,
Jet Nozzles,
Set Pipes,
Press Guides,
& Sub Guides.

Power Feeds & Carbide Contacts

Sodick - Tungsten Carbide,
Sodick - Silver Tungsten,
Fanuc, Hitachi, Brother, Makino,
Japax, Wasino, Seibu, Agie,
Mitsubishi AF1, AF2, & AF3
Mitsubishi Standards.
Charmille Contact Rollers, Sleeves,
& Brushes.

Connected Parts

Isolation Plates, Die Blocks,
Urethane Rollers, Wire Feed Belts,
Flow Meters, Aspirators, Feed Rollers,
Sub, Pinch, & Capstan Rollers.

Wire EDM Super Cleaner

Wire EDM Corrosion Inhibitor

Wire EDM Biocide Programs

Flush Nozzles / Water Nozzles

Sodick, Mitsubishi Ceramic, Agie,
Seibu, Hitachi, Makino, Japax, Brother,
Fanuc, Charmille, & Hansvedt

Machine Parts

Speed Set Nozzles, Absorb Pipes,
Brushes, Brakes, Pressure Wheels,
Center Rings, Inner Nozzles.

EDM Filters

USA Made & ProSource Brands

OMF Super Long Life Filters

Ebbco types, Sodick, Fanuc, Makino, Elox,
Hitachi, Japax, Charmille, Agie, Brother.
EDM Driller Filters,
Oil Machine Filters,
FRAM Filters, MANN Filters
Quick Connect Filters.

EDM Fluids

ProSource Brand

PS-2100 - Synthetic EDM Oil
PS-1570 - High Grade / High Amp Oil
PS-967 - General Purpose EDM Oil

Rustlik Oils

EDM - 30 - General Use Oils
EDM-250 - High Amp Oils

IONOPLUS

High Quality Synthetic Oils

Commonwealth

Wide Range of EDM oils

EDM & Driller Tubes

Copper 12" & 16" Lengths
Copper "KorLess"
12" & 16" Lengths
Brass 12" & 16" Lengths
Brass "KorLess"
12" & 16" Lengths

Metals & Graphites

Copper Tungsten
Tungsten
Tungsten Carbide
Blocks, Plates, Rounds, Blanks.

POCO Graphites

Tapping Electrodes

Complete Electrode Fabrication.

Cad Generated 3D Contours
Multi-Axis Interpolation

We also have Flow Meters, Magnets, **TELCO Electrodes**, S. S. Screws, EDM Driller Seals.

Call us at 1-800-270-2627 to check stock status or to discuss your needs.

E-mail Sales@edmsupplies.com * Web site www.edmsupplies.com

1. **TERMS:** Unless otherwise agreed to in writing by North American EDM Supplies Inc., the terms of sale for any and all items sold (collectively referred to as the "Goods") are net thirty (30) days. The party identified as the party to which Goods are being sold agrees to pay interest charges on any balance remaining unpaid after thirty (30) days at an annual interest rate of twenty-four percent (24%) computed monthly at one and one-half percent (1.5%) of any Unpaid balance. Unless otherwise agreed to in writing by North American EDM Supplies Inc., the method of shipment and any insurance valuation shall be determined solely by North American EDM Supplies Inc.. Shipment will be made with a carrier as selected by North American EDM Supplies Inc. and no prepaid or add-shipments shall be made unless other arrangements have been agreed to by North American EDM Supplies Inc.. North American EDM Supplies Inc. reserves the right to disallow any pricing discounts or hold any shipment during any period when outstanding invoices become or remain past due. Customer grants to North American EDM Supplies Inc. a purchase money security interest in all of Customer's right, title and interest in and to Goods sold hereunder to secure the payment when due by Customer of the purchase price and the performance by Customer of its other obligations hereunder. A copy of this agreement may be filed on North American EDM Supplies Inc.'s behalf with appropriate state authorities at any time after signature by Customer in order to perfect North American EDM Supplies Inc.'s security interest, and upon North American EDM Supplies Inc.'s request, Customer shall execute such other documents as North American EDM Supplies Inc. reasonably requests to give effect to and perfect such security interest. Failure by Customer to pay the purchase price when due, or otherwise to perform this Agreement, shall give North American EDM Supplies Inc. the unlimited right, without liability, to have and exercise all remedies of a senior secured party under the Uniform Commercial Code of the State of Ohio. Store credits are valid for one hundred eighty (180) days from date of issue after which time they expire at no value.

2. **LOSS OR DAMAGE TO GOODS:** Unless otherwise stated in writing by North American EDM Supplies Inc., shipment of the Goods shall be F.O.B. North American EDM Supplies Inc.'s USA facility, and upon delivery to the carrier all risk of loss or damages to the Goods from any cause whatsoever shall pass to Customer.

3. **TAXES:** Prices on the Goods sold are exclusive of city, state and federal taxes, including, but without limiting the generality of the foregoing, taxes on manufacture, sales, excise, receipts, gross income, occupation, use and similar taxes. Generally, such tax or taxes will be added to the purchase price of the Goods as a charge to be paid by Customer. Customer agrees to pay all such taxes directly or to reimburse North American EDM Supplies Inc. for all such taxes, whether imposed on customer, required to be collected by North American EDM Supplies Inc., or imposed on Goods or on North American EDM Supplies Inc. in connection with this sale. The failure of North American EDM Supplies Inc. to include any tax as a portion of the purchase price shall not relieve Customer's obligation to pay such tax or to reimburse North American EDM Supplies Inc. for payment of such tax, at North American EDM Supplies Inc.'s option.

4. **DELAY:** North American EDM Supplies Inc. will not be liable for any delay in the performance of orders for Goods, in the delivery or shipment of Goods, or for any damages suffered by Customer as a result of such delay, when such delay is, directly or indirectly, caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortages of labor, fuel, power, materials or supplies, transportation delays, government priorities, government restrictions or any other cause or causes (whether or not similar in nature to any of these herein before specified) beyond North American EDM Supplies Inc.'s control. Any agreement entered into between North American EDM Supplies Inc. and Customer with respect to the sale of Goods by North American EDM Supplies Inc. to Customer is entered with the express understanding that it is subject to North American EDM Supplies Inc.'s ability to obtain all materials for the Goods.

5. **COMMERCIAL TOLERANCES:** Unless otherwise agreed to in writing by North American EDM Supplies Inc., commercial tolerances usually applicable to the Goods in accordance with industry practices shall apply.

6. **DAMAGED GOODS, DEFECTS AND/OR SHORTAGES:** Immediately upon delivery of the Goods to Customer, Customer shall inspect the Goods for all obvious defects. Any damaged shipment claim must be made by Customer immediately against the delivering carrier and the damaged package retained for inspection by the delivering carrier. To be effective, notification from Customer that any Goods are considered defective and/or any claim for shortage must be received by North American EDM Supplies Inc., in writing, within ten (10) calendar days after the date of Customer's receipt of such Goods. At North American EDM Supplies Inc.'s option, it may (a) inspect such Goods on Customer's premises or (b) request the return of the Goods to North American EDM Supplies Inc.'s USA facility for inspection. Goods may not be returned to North American EDM Supplies Inc. for any reason whatsoever without a return authorization from North American EDM Supplies Inc.. Customer assumes and shall be solely responsible for all liabilities and expenses related to the use of any Goods having obvious defects and shall indemnify and hold North American EDM Supplies Inc. harmless against any suit, claim or damage whatsoever arising out of the use of such defective Goods.

7. **WARRANTY:** North American EDM Supplies Inc. makes no warranty, express or implied, other than, to the original purchaser only, that the Goods will conform in all respects to the design, specifications, drawings, samples or other descriptions as may be expressly agreed to in writing between North American EDM Supplies Inc. and Customer and that the Goods will be free from defects in material and workmanship. North American EDM Supplies Inc.'s sole liability to Customer, and Customer's sole and exclusive remedy for breach of warranty or otherwise, shall be limited to replacement of any Goods found defective provided Customer has notified North American EDM Supplies Inc. as provided above. This warranty allocates the risk of product failure between North American EDM Supplies Inc. and the Customer, which allocation is reflected in the price of the goods. The Customer acknowledges that it has read this warranty, understands it, and is bound by the terms. In no event shall any action by customer for breach of any warranty made by North American EDM Supplies Inc. be commenced after one year after the cause of action accrues. **IN NO EVENT SHALL NORTH AMERICAN EDM SUPPLIES INC. BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES BASED UPON ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS, DOWNTIME, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY OR FOR TRANSPORTATION, INSTALLATION, ADJUSTMENT OR OTHER EXPENSES, DAMAGES OR LIABILITIES WHICH MAY ARISE IN CONNECTION WITH SUCH GOODS. EXCEPT AS SET FORTH ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR USE, ARE MADE UNLESS OTHERWISE EXPRESSLY AGREED TO IN WRITING BETWEEN NORTH AMERICAN EDM SUPPLIES INC. AND CUSTOMER.**

8. **SPECIAL DESIGNED GOODS:** Customer shall indemnify and hold North American EDM Supplies Inc. harmless from and against any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and expenses, arising out of, connected with, or resulting from any patent, trademark, trade secret or other intellectual or proprietary right or property related claim or any other such matter relating to the design, specification, or use of any such product liability for Goods manufactured to Customer's design or specifications, or Goods specially designed by North American EDM Supplies Inc. to meet Customer's requirements.

9. **ACCEPTANCE:** Customer's acknowledgment or purchase order, when accepted by North American EDM Supplies Inc.'s offices shall form a complete, valid and binding Sales Contract, subject in all cases to the terms and conditions set forth herein. This Sales Contract shall be binding upon North American EDM Supplies Inc. only after acceptance at North American EDM Supplies Inc.'s principal office in Ohio, and execution of a copy hereof by an officer of North American EDM Supplies Inc.. To the extent this is an offer or proposal, it may be changed or revoked by North American EDM Supplies Inc. any time prior to acceptance. Acceptance of this offer is expressly limited to the exact terms and conditions contained herein and the terms and conditions of any purchase order shall not be deemed to amend the terms and conditions set forth herein.

10. **RETURN POLICY:** Items that have been purchased at North American EDM Supplies Inc.'s list price and not discounted can only be returned within 60 days after Customer's receipt and Customer shall be responsible for all freight and insurance charges to ship Goods back to North American EDM Supplies Inc. which shall be shipped FOB North American EDM Supplies Inc.'s USA facility. Only Goods that have not been used, altered or damaged following shipment to Customer in accordance with the terms hereof may be returned. All returned Goods must be shipped by Customer securely packed to reach North American EDM Supplies Inc. without damage. Product which is damaged in its return will remain the property of the customer, who will be responsible for filing the claim and liable for its cost. The original invoice will be considered valid and will be paid by the customer within terms. Shipping costs are not included in Customer's refund. Items cut to size, manufactured, specially ordered or not listed in our current catalog do not apply and returns will not be accepted. All product must be returned in the original unaltered packaging. Refunds will be in the form of a store credit.

11. **CANCELLATION/CHANGE ORDERS:** Unless otherwise agreed to in writing by North American EDM Supplies Inc., a Sales Contract can be canceled only with the consent in writing of North American EDM Supplies Inc. and Customer. Customer's change orders shall not have any validity whatsoever except with North American EDM Supplies Inc.'s written consent and under such conditions as North American EDM Supplies Inc. deems necessary to indemnify North American EDM Supplies Inc. for any added costs of such changes. All change orders must be submitted by Customer in writing to North American EDM Supplies Inc..

12. **DEFAULT OF CUSTOMER:** If with respect to any Goods, Customer fails to pay the purchase price or any other sums due therefore in full within five (5) calendar days after same is due and payable, or if Customer fails to observe, keep or perform any other provision of this Sales Contract required to be observed, kept or performed by Customer, North American EDM Supplies Inc. shall have the right to exercise any one or more of the following remedies: (a) to withhold the delivery of parts and/or service which the Goods may require; (b) to sue for, and recover, all sums then accrued and thereafter accruing, with respect to any or all Goods; (c) to take possession of any or all items of Goods without demand or notice, wherever same may be located, without court order or process of law, Customer waiving any or all damage occasioned by such taking of possession; (d) to pursue any other remedy at law or in equity, including but not limited to the use of credit card transactions and direct withdraw to secure funds; without demand, notice or authorization. Notwithstanding any said repossession, or any other action by which North American EDM Supplies Inc. may take, Customer shall be and remain liable for payment in full of the purchase price. All such remedies are cumulative, and may be exercised by North American EDM Supplies Inc. separately or concurrently.

13. **ENFORCEMENT:** Customer shall pay North American EDM Supplies Inc. all costs and expenses, including reasonable attorneys' fees and expenses, incurred by North American EDM Supplies Inc. in exercising any of its rights or remedies or enforcing any of the terms, conditions or provisions of any Sales Contract.

14. **CUSTOMER INDEMNITY:** Customer shall indemnify North American EDM Supplies Inc. against and hold North American EDM Supplies Inc. harmless from any and all third party claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees and expenses arising out of, connected with, or resulting from the Goods, including without limitation, the delivery, possession and use of the Goods.

15. **OTHER PROVISIONS:** Any Sales Contract between North American EDM Supplies Inc. and Customer shall (a) be construed, interpreted, and applied in accordance with the laws of the State of Ohio, and the parties to such Sales Contract consent to the personal jurisdiction of the Federal, state or local courts of competent jurisdiction covering the State of Ohio as the exclusive forum for resolution of disputes pursuant to such Sales Contract; (b) be binding upon and inure to the benefit of the parties to such Sales Contract, and their respective successors and assigns, but shall not be assigned or transferred by Customer without the written consent of North American EDM Supplies Inc.; (c) contain the entire agreement between the parties with respect to the subject matter thereof and supersedes all other representations, warranties, agreements or understandings between the parties and no statement, promises, or inducements made by any party, or agent of any party, to such Sales Contract which is not contained in or referenced by such Sales Contract shall be valid or binding, and such Sales Contract may not be amended, enlarged, or modified, except in writing and signed by all the parties to such Sales Contract. This Sales Contract shall be deemed severable and the invalidity or unenforceability of any term or provision thereof shall not affect the validity or enforceability of this Sales Contract or any other term or provision hereof. Customer submits to the exercise of personal jurisdiction by any federal or state court in Lake County, Ohio and waives any objection it may have to the conduct of any proceeding in such court based upon lack of personal jurisdiction or improper venue or forum non-convenience, Customer agrees to accept service of process issued by such court and further agrees that any controversy arising from this Sales Contract shall be adjudicated only in a federal, state, county or municipal court in Lake County, Ohio or such other court as North American EDM Supplies Inc. may select in its sole discretion. Any titles or captions contained in any Sales Contract are provided solely for convenience and shall not be used in construing or interpreting the terms of such Sales Contract. (December 01, 1999)

Terms & Conditions of Sale

North American EDM Supplies Inc. * 4277 Hamann Parkway * Willoughby, OH 44094

(440) 918-3770 Office * (1) (440) 918-3838 Fax * www.edmsupplies.com * Sales@edmsupplies.com

I have read and understand the term and conditions of sales as outlined on this page. I certify I am an officer within the company and have the authority to sign this terms and conditions instrument. By placing an order with North American EDM Supplies Inc. I agree to these terms and conditions of sale.

Authorizing Officer Signature: _____ Dated: _____

Printed Name: _____