

NEW CUSTOMER APPLICATION FORM

1. General and Legal

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|---|------------|------------------|
| Legal Name of your company: | | |
| Trading Name (if different from above): | | |
| Bill to Address (Juridical Address): | | Telephone: |
| City: | Code: | Country: |
| Actual office address for mailing: <small>(if different from above)</small> | | Telephone: |
| City: | Code: | Country: |
| Ship to Address: | | Telephone: |
| City: | Code: | Country: |
| Company Registration number: | | VAT number: |
| Names of Directors (on Company's Registrar): | | |
| Financial Contact: | Telephone: | Email: |
| Purchasing Contact: <small>(authorized to place orders on behalf of the Company)</small> | Telephone: | Email: |
| Date of Company Foundation: | | Company Website: |
| Type of Business: | | |

Any changes to the above information shall be notified to BAB at least 3 working days in advance in writing signed by the authorized representative of the Company.

2. Terms of Business of BAB Distribution GmbH which will govern our trading relationship

1. We explicitly agree that all deliveries of products and services from BAB Distribution GmbH and any of its subsidiaries and affiliated companies (BAB) to us shall be handled exclusively under the Terms and Conditions of Sale of BAB Distribution GmbH as currently in force, located at www.bab-distribution.de and incorporated herein by reference. We object the application of any our standard terms of purchase contrary to the Terms and Conditions of Sale of BAB Distribution GmbH.

2. For products that are dedicated to be delivered to another EU member state or exported outside of EU territory and when delivery is organized by us, our agents or couriers, we agree and undertake to deliver to BAB within 6 weeks after invoice date all prove of delivery documents signed by the consignee, or Export Declaration documents discharged by the EU customs at the border of exit from the EU territory, as applicable. In case that after aforementioned period no prove of delivery documents or discharged Export Declarations, as applicable, have been received by BAB, we will indemnify and compensate to BAB all and any amounts of VAT and penalties applicable for such products at the first request of BAB.

3. We hereby certify that all and every product(s) purchased from BAB will not be exported, sold, or transferred in violation of (a) the U.S. Export Administration Regulations; (b) the U.S. International Traffic in Arms Regulations (ITAR); (c) applicable U.S. sanctions and embargoes administered by the U.S. Department of the Treasury; and (d) the European Union's Regulations and any subsequent re-enactments or amendments thereof being in force and affecting the export of the products.

Without limiting the foregoing, we explicitly agree and undertake not to sell, offer or otherwise transfer the products that are subject to U.S. Government controls to customers located in CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA or to other restricted parties, embargoed or sanctioned countries.

4. We further certify that we will not transfer, export, or re-export, directly or indirectly to any party listed by the U.S. Government or under any other applicable law as prohibited from receiving products and that we are not on, or under control of anybody on, any such lists.

5. We hereby acknowledge that certain vendors restrict sales of their products outside of specifically designated territories. We certify and agree to comply with all such restrictions as may be advised to us at any time and from time to time either by fax, email, publishing at www.bab-distribution.de and incorporated herein by reference or through any other means of communication and not to market, offer, sell, transfer, export, dispose or ship such products outside of designated territories.

6. In case we fail to comply with any responsibilities herein contain, we hereby agree to indemnify and hold BAB harmless from and against any and all losses, costs, expenses or liabilities, including without limitation attorneys fees, that BAB may suffer or incur as a result of or in connection with our failure to follow the restrictions and obligations herein contained.

IMPORTANT!

I have read the General Terms & Conditions of BAB DISTRIBUTION GMBH & declare that I agree to them with my signature.

The undersigned certify that all information above is true and correct and further confirm on behalf of the company detailed above that I have read understood and hereby agree that the company shall be bound by the terms as set out herein.

Name: _____

Date: _____

Position: _____

Stamp

Stand: 28.06.2024

signed