

Credit Application

Legal Business Name	e:				
DBA (if different from	n above):				
Billing Address		Shipping Address			
Contact Information:					
Owner/President:		CFO/Controller:			
Accounts Payable:					
Telephone:		Fax:			
DUNS Number:		Federal Tax ID:			
Date business establ	ished:				
Legal Structure:	() Sole Proprietor () Partners	ship () Corporation, State			
	() Other:				
Publicly Traded:	Yes Ticker Symbol	Exchange:			
	No, Privately held (Please, and Social Security Number(s)."	, complete the section below "Names of owner(s)			
Name(s) of owners:		Social Security Number(s)			
		_			
Credit Request:					
Reques), Credit Limit Request _ ts over \$7,500 requires submission of finar or credit card, payment in advance.	ncial statements. International organizations are Wire			
	Company Check of \$1,000 or less, otherwise COD (Cashiers Check.			
() Visa, I	MasterCard, and American Expres	S.			



Terms and Conditions

NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN CUSTOMER'S ORDER, ACCEPTANCE OF CUSTOMER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH BELOW AND ON ANY ATTACHMENTS HERETO, WHICH SHALL CONSTITUTE THE COMPLETE AGREEMENT BETWEEN THE PARTIES. THESE TERMS AND CONDITIONS MAY NOT BE VARIED OR CUSTOMER'S ORDER TERMINATED IN ANY MANNER, UNLESS BY WRITTEN AGREEMENT WITH LEGAL CONSIDERATION SUBSEQUENTLY SIGNED BY THE CHIEF EXECUTIVE OFFICER OF ACE ELECTRONICS INC. DBA AEI INTELLIGENT TECHNOLOGIES (HEREIN "AEI"). OTHER REPRESENTATIVES OF AEI ARE NOT AUTHORIZED TO VARY THE CONDITIONS HEREIN SET FORTH.

- 1. The undersigned (herein "Applicant" or "Buyer") is applying for credit with Ace Electronics Inc. dba AEI Intelligent Technologies (Herein "AEI"). Applicant has read all pages of this Agreement and agrees to abide by all terms hence provided in this Agreement and hereby incorporated into this credit application.
- 2. Applicant, under penalty of perjury and fraud, hereby certifies that (i) he or she is duly authorized to sign this application on behalf of the above referenced organization, and subsequently binds Applicant to the terms and conditions on this page and all following pages; (ii) the information given in this Credit Application and any supporting documentation is accurate, true, and correct; and (iii) the organization has financial wherewithal, responsibility, ability, and willingness to pay AEI on all amounts owed in accordance with stated terms shown on AEI invoices, and this shall be an open and continuing guarantee of Applicant's financial well being.
- 3. Applicant (i) authorizes the use of a facsimile of this document as verification of release of information on attached bank & trade references, (ii) authorizes AEI to obtain from time-to-time such other credit information as AEI deems necessary including, but not limited to, credit reports; (iii) authorizes AEI to report Applicant's payment performance to persons and/or credit reporting agencies; and (iv) agrees this Credit Application and subsequent terms and conditions can be executed and is binding upon the parties when executed by facsimile machine.
- 4. To secure full payment for all past due and unpaid invoices (purchase price of all goods and services) Buyer, as debtor hereby grants to AEI, as secured party, a purchase money security interest in all goods to be purchase hereunder. Once invoice(s) becomes 90-days past due, Buyer shall provide, upon request from AEI, such financing statements or other documents as may be deemed necessary or appropriate by AEI, or its authorized representative, to perfect or protect its security interest hereby created.
- 5. Finance & Other Charges:
 - a. Applicant agrees to pay a **FINANCE CHARGE** at a **PERIODIC RATE** of one and one half percent (1 ½ %) per month (18% per annum) simple interest, or maximum allowable by law, whichever is less, on invoiced amounts thirty (30) days or more past due.
 - b. If failure to pay according to the terms of this agreement causes this account to be assigned or referred to a collection agency or attorney, Buyer agrees to pay AEI's reasonable collection and/or attorney fees, court costs, travel and all other reasonable miscellaneous expenses.
 - c. Bounced Checks are assessed a minimum \$25 return processing fee, PLUS three times (3X) the amount of the check up to \$1,500.00.



6. Applicants approved for credit (herein "Customer") agree to pay all invoices in accordance with the terms stated on the AEI invoice(s). All invoices become payable as stated on the invoice "Due Date", and if not paid by this date are considered past due.

7. Shipping:

- a. Unless stated to the contrary on the face hereof, all goods are furnished F.O.B. Origin. Title in, risk of loss, and the right of possession of such goods shall pass to the customer upon delivery to carrier. As a general business practice to protect our customers, AEI insures shipments with carrier against loss or damage, and subsequent costs are embedded in our shipping charge. If customer does not want AEI to insure shipment(s), a letter of instruction is required on customer's letterhead, signed by an Authorized Officer. Freight insurance waivers are done on an exception basis. As such, if AEI insures a shipment in error, customer agrees to pay said insurance charges assessed by AEI. Shipping charges may not reflect net transportation costs paid by AEI.
- b. All shipping dates are tentative.
- 8. Invoices 15-days past due are placed in SHIP HOLD status. Invoices 30-days past due are automatically referred to our collection agency. No additional credit will be extended to past due accounts unless satisfactory arrangements are made with our credit department.
- 9. Warranty:

AEI: All products are sold for resale or commercial use only, regardless of how user uses product. Warranty statement is given in the User's Guide. Please, reference that document for details.

10. Applicable Law:

This Agreement shall be governed by the laws of the United States of America, State of California, County of Riverside. You hereby agree to personal jurisdiction in any of the state or federal courts in that county. AEI, it attorney or collection agency may choose or approve alternative jurisdiction at its sole discretion.

11. Personal Guaranty (Corporations OPTIONAL):

All sole proprietorships and partnerships, by nature of their legal organization, personally quarantee all obligations owed to AEI. For corporations, a signature below is required for this clause (Section 6) to be enforceable. For good and valuable consideration, and as an inducement for AEI from time to time to extend credit to the Corporation, then those signing below, whether signing as an officer or not, personally guarantee payment for all items purchased on credit by the corporation.

	Guarantor Name:	Social Security #:
	Address:	
	Signature:	
	ocument incorporates the entire agreement betweents whether explicit or implicit.	een the parties, and supersedes any other
Printe	d Name:	Title:
Signat	ture:	Date:



Bank & Trade References

If your company has an already prepared Bank and Trade References page, you may use as replacement for this page so long as all information requested below is provided. Please, do NOT include **American Credit Association** members (Ingram Micro, Tech-Data, etc.)

Trade References						
	Account #					
Deference #4	Name					
Reference #1	Address					
	Phone & Fax					
	Account #					
Reference #2	Name					
Reference #2	Address					
	Phone & Fax					
	Account #					
Reference #3	Name					
11010101100 #0	Address					
	Phone & Fax					
BANK REFERENCES						
	Account #					
	Name of bank					
Bank #1	Contact person					
	Phone / Fax					
	Address					
	Account #					
	Name of bank					
Bank#2	Contact person					
	Phone / Fax					
	Address					

^{***} Please include any commercial loans or lines of credit.



Uniform Sales & Use Tax Certificate Multi-jurisdiction

Ace Electronics Inc. dba AEI Intelligent Technologies 27574 Commerce Center Drive, #136 Issued to "Seller":

Temecula CA 92590 (USA)

Tel/ 951.699.8740 Fax/951 699 8406

	Fax/951.09	3.0 1 00				
I certify that:			Wholes Retaile	r	Check one):	
,	[Firm Name & Address a	bove, herein "Buyer'] Lessor	Manufacturer Lessor Other (Specify)		
Buyer and that a product to be res	I with the below listen iny such purchases sold, leased, or rente lesaling, retailing, m	are for wholesale ed in the normal	e, resale, ingredier course of business	its or components by Buyer. Buye	of a new	
Description of Bu	usiness:					
General descript components and	tion of products to be I systems.	e purchased fron	n Seller: <u>Compu</u>	ter hardware, sof	tware and related	
	State Registration		State Registration		State Registration	
State	or ID No	State	or ID No	State	or ID No	
AL		KY		ОН		
AZ		LA		OK		
AR		ME		PA		
CA		MD		RI		
CO		MA		SC		
CT		MI		SD		
DE		MN		TN		
DC		MS		TX		
FL		MO		UT		
GA		NE NE		VT		
HI		NV		VA		
ID		NJ		WA		
IL		NM		WV		
IN	<u> </u>	NY		WI		
IA	+	NC NC		WY		
KS	+	ND		V V I		
to a Sales or Use inform the Seller for Seller, unless other Under penalties of matter Authorized Signati	fies that if any property Tax Buyer will pay the or added tax billing. The erwise specified, and so fiperjury, I swear or affine or Corporate Officer)	tax due directly to his certificate shall hall be valid until d	the proper taxing au be part of each order cancelled by Buyer in ation on this form is	uthority when state the which Buyer may a writing or revoked	law so provides or hereafter give to by the city or state. to every material	
Title:						