



## Credit Application

**Legal Business Name:** \_\_\_\_\_

**DBA (if different from above):** \_\_\_\_\_

**Billing Address**

**Shipping Address**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Contact Information:**

Owner/President: \_\_\_\_\_

CFO/Controller: \_\_\_\_\_

Accounts Payable: \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**DUNS Number:** \_\_\_\_\_

**Federal Tax ID:** \_\_\_\_\_

**Date business established:** \_\_\_\_\_

**Legal Structure:**     Sole Proprietor     Partnership     Corporation, State \_\_\_\_\_

Other: \_\_\_\_\_

**Publicly Traded:**    \_\_\_ Yes    **Ticker Symbol** \_\_\_\_\_    **Exchange:** \_\_\_\_\_

\_\_\_ No, Privately held (Please, complete the section below "Names of owner(s) and Social Security Number(s).")

**Name(s) of owners:**

**Social Security Number(s)**

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**Credit Request:**

- Net 30, Credit Limit Request \_\_\_\_\_  
 Requests over \$7,500 requires submission of financial statements. International organizations are Wire transfer or credit card, payment in advance.
- COD Company Check  
 Limit of \$1,000 or less, otherwise COD Cashiers Check.
- Visa, MasterCard, and American Express.

Initial \_\_\_\_\_



## 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 AEI INTELLIGENT TECHNOLOGIES, INC. (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 AEI Intelligent Technologies, Inc. (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.

Initial \_\_\_\_\_



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 Intelligent Technologies: 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 guarantee 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: \_\_\_\_\_

This document incorporates the entire agreement between the parties, and supersedes any other agreements whether explicit or implicit.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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 |                |
|------------------|----------------|
| Reference #1     | Account #      |
|                  | Name           |
|                  | Address        |
|                  | Phone & Fax    |
| Reference #2     | Account #      |
|                  | Name           |
|                  | Address        |
|                  | Phone & Fax    |
| Reference #3     | Account #      |
|                  | Name           |
|                  | Address        |
|                  | Phone & Fax    |
| BANK REFERENCES  |                |
| Bank #1          | Account #      |
|                  | Name of bank   |
|                  | Contact person |
|                  | Phone / Fax    |
|                  | Address        |
| Bank#2           | Account #      |
|                  | Name of bank   |
|                  | Contact person |
|                  | Phone / Fax    |
|                  | Address        |

\*\*\* Please include any commercial loans or lines of credit.



AEI Intelligent Technologies, Inc.  
 PO Box 890955  
 Temecula, CA 92591  
 Tel. 909-296-2022  
 Fax 909-296-2025

**Uniform Sales & Use Tax Certificate  
 Multi-jurisdiction**

Issued to "Seller": AEI Intelligent Technologies, Inc.  
 41743 Enterprise Circle N #108  
 Temecula CA 92590  
 Tel/ 909-296-2022  
 Fax/909-296-2025

I certify that: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 [Firm Name & Address above, herein "Buyer"]

is engaged as a registered (Check one):  
 Wholesaler \_\_\_\_\_  
 Retailer \_\_\_\_\_  
 Manufacturer \_\_\_\_\_  
 Lessor \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

and is registered with the below listed states and cities within which Seller would deliver purchases to Buyer and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased, or rented in the normal course of business by Buyer. Buyer is in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business:

General description of products to be purchased from Seller: Computer hardware, software and related components and systems.

| State | State Registration or ID No | State | State Registration or ID No | State | State Registration or ID No |
|-------|-----------------------------|-------|-----------------------------|-------|-----------------------------|
| AL    |                             | KY    |                             | OH    |                             |
| 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    |                             | VT    |                             |
| HI    |                             | NV    |                             | VA    |                             |
| ID    |                             | NJ    |                             | WA    |                             |
| IL    |                             | NM    |                             | WV    |                             |
| IN    |                             | NY    |                             | WI    |                             |
| IA    |                             | NC    |                             | WY    |                             |
| KS    |                             | ND    |                             |       |                             |

Buyer further certifies that if any property so purchased tax free is used or consumed by Buyer as to make it subject to a Sales or Use Tax Buyer will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be part of each order which Buyer may hereafter give to Seller, unless otherwise specified, and shall be valid until cancelled by Buyer in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter

Authorized Signature: \_\_\_\_\_  
 (Owner, Partner, or Corporate Officer)

Date: \_\_\_\_\_

Title: \_\_\_\_\_