



CREDIT APPLICATION AGREEMENT

Please fax back to:
(805) 389-4616
Attn: Dina Elzahed

Estimated Monthly Purchases: _____

Applying for: C.O.D. Company Check
 Net Billing Terms

Date: _____

Credit Applicant: _____

Email: _____

Website: _____

Address _____ Years at this Address _____ Phone #: () _____

City, State, Zip _____ Fax #: () _____

APPLICANT, Hereafter referred to as "BUYER", hereby applies for credit in accordance with the terms and conditions of Nordex Advanced Technology, Inc., hereafter referred to as "SELLER".

PLEASE PRINT OR TYPE ONLY. ADD AS ADDENDUM "A" ANY INFORMATION NECESSARY TO COMPLETE ANY SECTION OF THE CREDIT APPLICATION IF YOU HAVE INADEQUATE SPACE.

CORPORATION PARTNERSHIP INDIVIDUAL

Exact name of the applicant
(Trade or other name used) _____

State of Incorporation or registration of partnership _____ Date of incorporation or registration of partnership or date business started _____

Federal ID # _____ Social Security # (If Individual) _____

Credit Rating Service _____ Credit Rating Service No. _____

We must obtain a Resale Number prior to opening accounts. State _____ Resale # _____

NAMES AND COMPLETE ADDRESSES, PHONE NUMBERS AND SOCIAL SECURITY NUMBERS (Check box(es) at left and list correct information)

Principals if Corporation

Name: _____ Title: _____ Tel: () _____ Soc.Sec.# _____

Name: _____ Title: _____ Tel: () _____ Soc.Sec.# _____

Name: _____ Title: _____ Tel: () _____ Soc.Sec.# _____

Partners if Partnership Members if Limited Liability Company Individual if Proprietorship

Name: _____ Title: _____ Tel: () _____ Soc.Sec.# _____

Residence Address: _____ Res. Tel. () _____

Name: _____ Title: _____ Tel: () _____ Soc.Sec.# _____

Residence Address: _____ Res. Tel. () _____

Name: _____ Title: _____ Tel: () _____ Soc.Sec.# _____

Residence Address: _____ Res. Tel. () _____

TERMS AND CONDITIONS

1. All new Buyer accounts will be shipped C.O.D. cash or cashier's check until credit is approved.
2. Price: Shortly before or after delivery, an invoice is mailed or will be mailed to Buyer, which invoice sets forth the price of the goods sold hereby, as agreed upon between Buyer and Seller.
3. CLAIMS FOR SHORTAGE OR DAMAGE: All claims for shortage, price discrepancy charged on invoice and/or damage claim must be made to seller in writing by return receipt requested mail within five days of discovery, but no later than fifteen (15) days from date of delivery.
4. PAYMENTS: Payment is to be made to Seller at its business offices address shown on the front hereof. In the event Buyer fails to make any payments when due to Seller, then any and all of Buyer's account with Seller there shall become immediately due and payable.
5. GENERAL TERMS: Payment of this invoice is due upon presentation and shall be delinquent after the terms set forth on the invoice and in no case later than after thirty (30) days. The following terms shall apply to all transactions in conjunction with the terms and conditions of this invoice and/or credit application:
 - a) Deferred Price Differential - A 5% deferred differential is charged monthly on all outstanding obligations remaining outstanding and unpaid after 90 days from date of invoice.
 - b) Interest on Delinquency - All past due obligations shall bear interest at the rate of 1.5% per month but in no event more than the maximum amount allowed by law, in which event the interest rate shall be the maximum allowed by law.
 - c) Jurisdiction - The judicial system of Seller's address shall be designated as having exclusive jurisdiction of any dispute between Buyer and Seller.
 - d) Attorney's Fee's - Buyer agrees to pay all costs and reasonable attorney fees incurred in collection of all past due invoices and accounts. Buyer agrees to pay such tax in addition to the amount of each invoice.
6. LIMITATION OF LIABILITY, REPRESENTATIONS AND WARRANTIES. Seller shall not, under any circumstances, be liable for special or consequential damages such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, loss of capital, loss of purchased or replaced goods, or claims of customers for service interruptions. Remedies of the Buyer set forth herein are exclusive. The liability of Seller with respect to any contract or anything done in connection therewith, such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or use of any goods covered by or furnished by Seller, whether arising out of contact, negligence, strict tort or under any other warranty or otherwise, shall not exceed the price of the goods upon which the liability is based. There have been no express representations or warranties made by Seller with respect to the goods listed on the front thereof.
7. WAIVER. A waiver of any terms or conditions of the credit application and/or this invoice shall not be deemed a general waiver for any other transactions.
8. DELAYS. Seller shall not be responsible for any damages to Buyer as a result of any delay in delivery. Any and all delivery dates given by Seller are estimates only. Buyer is cautioned to make allowances for delays and is warned that Seller shall not be liable to Buyer for delays to delivery.
9. SEVERABILITY. If any provision or clause of these terms and conditions or the application thereof to any person or circumstance is held invalid or unconscionable, such invalidity or unconscionability shall not effect other provisions or applications of the terms and conditions which can be given without the invalid or unconscionable provision or application and, to this end, the provisions of this document are declared to be severable.
10. ENTIRE AGREEMENT. This agreement is to be interpreted together with any "Credit Application Agreement" previously entered by Seller and Buyer. They may not be modified or terminated, except by a document in writing signed by the parties hereto at a date subsequent hereof.
11. GUARANTY. In the event Buyer is a corporation whose stock is not publicly traded, Buyer agrees to provide Seller a PERSONAL GUARANTY executed by Buyer and any spouse of Buyer.
12. NOTICE. Buyer warrants that Buyer will give written notice of any material changes of facts on the "Credit Application Agreement" to seller within 30 days of any material change.

I/We, do declare that I/We have read and agree to the terms of this "Credit Agreement Application" and do hereby certify that the information provided in this credit application consisting of three pages and any Addendum "A" is true and correct. I/We agree to provide you written notice of any change of data information within thirty days of any such change. I/We acknowledge that the information herein given is for the purpose of obtaining credit terms from Seller and that Seller has relied upon this information and any supplemental information in extending credit. I/We further represent that Buyer is solvent and able to pay its obligations as incurred and sign this agreement at _____

In addition, I/We authorize the release of bank and credit information from the bank (s) and vendors listed in this "Credit Agreement Application" to Accutech Data Supplies, Inc.

Signature _____	Title _____	Date _____
Signature _____	Title _____	Date _____
Signature _____	Title _____	Date _____

BANK REFERENCE	
Bank Name _____	
Address _____	
Checking Account # _____	Savings Account # _____
Account Opening Date _____	Bank Officer _____ Tel () _____
	Fax () _____

BUSINESS REFERENCES (Phone & Fax Numbers Must be Provided)

1. Business Name _____ Account # _____
 Address _____
 City _____ State _____ Zip _____
 Credit Limit _____ Credit Terms _____ Phone () _____
 Person to contact _____ Fax () _____

2. Business Name _____ Account # _____
 Address _____
 City _____ State _____ Zip _____
 Credit Limit _____ Credit Terms _____ Phone () _____
 Person to contact _____ Fax () _____

3. Business Name _____ Account # _____
 Address _____
 City _____ State _____ Zip _____
 Credit Limit _____ Credit Terms _____ Phone () _____
 Person to contact _____ Fax () _____

4. Business Name _____ Account # _____
 Address _____
 City _____ State _____ Zip _____
 Credit Limit _____ Credit Terms _____ Phone () _____
 Person to contact _____ Fax () _____

PERSONAL GUARANTEE

In consideration of the granting and the extension of credit by Nordex Advanced Technology, Inc., hereinafter referred to as "SELLER", hereinafter referred to as "BUYER", the undersigned does/do jointly and severally guarantee to pay and be liable for all obligations due SELLER by BUYER, including collection costs and/or attorney's fees. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness or renewals or extensions granted by SELLER without obtaining consent thereto and until expressly revoked by written notice delivered by guarantor to SELLER. Any such revocation shall not in any manner affect liability as to indebtedness existing prior thereto or within 7 days of revocation. I/We do hereby waive notice of the acceptance of this agreement, notice of default or non-payment and waive any action required by any status against the BUYER. No delay on SELLER's part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligations hereby guaranteed, either against the BUYER or any other person primarily or secondarily liable with the BUYER, shall operate as a waiver of any such right or in any manner prejudice SELLER's rights against me/us. I/We agree that in the event of any default at any time by said BUYER, SELLER shall be entitled to look to me/us immediately for full payment without prior demand or notice.

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

NO APPLICATION FOR CREDIT WILL BE CONSIDERED WITHOUT COMPLETION OF THIS CREDIT APPLICATION AGREEMENT IN ITS ENTIRETY. A COPY OF BUYER'S MOST RECENT FINANCIAL STATEMENT MUST BE ATTACHED.

UNIFORM SALES & USE TAX CERTIFICATE - MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to notes on page 2. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: Nordex Advanced Technology, Inc. Nordex Account Number _____
 438 Calle San Pablo,
 Unit A
 Camarillo, CA 93012

I certify that: _____ is engaged as a registered: (please mark all boxes that apply)

Name of Firm: _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Wholesaler
DBA Name: _____		Retailer
Street Address: _____		Manufacturer
City, State & Zip _____		Seller (California)
		Other (specify)

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

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: **CD/DVD Manufacturing and related items**

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
Alabama	_____	Kentucky	_____	Ohio	_____
Arizona	_____	Louisiana	_____	Oklahoma	_____
Arkansas	_____	Maine	_____	Pennsylvania	_____
California	_____	Maryland	_____	Rhode Island	_____
Colorado	_____	Massachusetts	_____	South Carolina	_____
Connecticut	_____	Michigan	_____	South Dakota	_____
Dist of Columbia	_____	Minnesota	_____	Tennessee	_____
Florida	_____	Missouri	_____	Texas	_____
Georgia	_____	Nebraska	_____	Utah	_____
Hawaii	_____	Nevada	_____	Vermont	_____
Idaho	_____	New Jersey	_____	Virginia	_____
Illinois	_____	New Mexico	_____	Washington	_____
Indiana	_____	New York	_____	West Virginia	_____
Iowa	_____	North Carolina	_____	Wisconsin	_____
Kansas	_____	North Dakota	_____	Wyoming	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax, we 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 a part of each order which we may hereafter give to you, unless otherwise specified, all shall be valid until cancelled by us 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)

Title: _____ Date: _____