

MICRO TECHNOLOGY CONCEPTS, INC.

17837 Rowland St., City of Industry, CA 91748

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TO	_____
FROM	_____
DATE	_____

CREDIT APPLICATION

BUSINESS INFORMATION

Legal Business Name _____

Address _____ City _____ State _____ Zip _____

Tel _____ Fax _____ E-Mail _____

Own or lease _____ How long in this address _____ Dun & Bradstreet #: _____

Federal Tax ID _____ EIN _____ State Resale No _____

Entity: Sole-Proprietorship Partnership LLP LLC Corp-Incorp Incorporated in: _____ (state and year)

Annual Revenue: _____ Number of Employees: _____

Payment Term Request: COD Cashier, COD Company, Credit Card, Post Date _____ days, Net _____ days

****Please submit update Financial Statement for all Net Term applicant.**

Previous address & phone number(if less than 2 yrs at the current address) _____ Date Relocated: _____

Address _____ City _____ State _____ Zip _____

Tel _____ Fax _____ E-Mail _____

Owner's Name : _____ Title: _____

Address _____ City _____ State _____ Zip _____

Tel _____ Fax _____ Social Security # : _____

BANK REFERENCES

Bank _____ Account # _____

Tel _____ Fax _____ Checking Saving Line of Credit

Address _____ Contact Person _____

Bank _____ Account # _____

Tel _____ Fax _____ Checking Saving Line of Credit

Address _____ Contact Person _____

Floor Planning Company _____ Dealer # _____

(MTC is currently contracted with IBM Credit, GE Commercial Finance, Textron Financial Corp, De Lage Landen)

TRADE REFERENCES

(Total 3 trades required)

Company Name _____ Account # _____

City _____ State _____ Credit Line _____

Tel _____ Fax _____ E-Mail _____ Contact Person _____

Company Name _____ Account # _____

City _____ State _____ Credit Line _____

Tel _____ Fax _____ E-Mail _____ Contact Person _____

Company Name _____ Account # _____

City _____ State _____ Credit Line _____

Tel _____ Fax _____ E-Mail _____ Contact Person _____

Applicant understands and agrees to Micro Technology Concepts, Inc's Terms and Conditions of Sale. The information disclosed herein is true, correct and can be relied upon by Micro Technology Concepts, Inc. Applicant hereby authorizes the release of credit and other financial information, including, but not limited to banking information whether verbal or written, from the entitles.

Officer's Signature: _____ Title: _____

Print Name: _____ Date: _____

**MICRO TECHNOLOGY CONCEPTS, INC. ("MTC")
TERMS AND CONDITIONS OF SALE**

1. **Application of Terms.** The terms and conditions in this document exclusively govern and control, and entirely supercede, and are in lieu of the terms and conditions in the Applicant's purchase order, and any other document offered or proposed by Applicant, and quotation or otherwise. Failure by MTC to object to any inconsistent provisions in any document sent by Applicant shall not be deemed to be acceptance thereof. Applicant shall be deemed to have expressly accepted these terms and conditions of sale if Applicant requests or receives delivery of any Products. In the event that MTC consents to modify any of the following terms, such modification shall be in signed writing between the parties, which references the change to these terms or shall be expressly stated on the face of these terms and endorsed by MTC. All requests for Product are subject to approval by MTC, and MTC reserves the right to restrict or allocate Product.
2. **Law and Venue.** The terms and conditions shall be governed by, and construed and enforced in accordance with the laws of the State of California, United States of America; and venue shall be in the Central District of Los Angeles County.
3. **Attorney's Fees and Costs.** In the event that MTC commences an action to collect monies owed to MTC for any transactions with the Applicant, be it by court action and/or arbitration, the prevailing party in any such action shall be entitled to an award of actual attorney's fees and costs incurred in connection therewith as determined by the court or any arbitration panel or tribunal in any such action. The attorney's fee award shall not be computed in accordance with any court or arbitration schedule, but shall be in an amount to fully reimburse all attorney's fees and costs actually incurred in good faith, regardless of the size of the amount in controversy or the amount of any ultimate judgment or award, since it is the intention of the parties to compensate fully the prevailing party for all attorney's fees and costs paid or incurred in good faith.
4. **Credit and Payment.** Applicant shall furnish to MTC all financial information reasonably requested by MTC from time to time for the purpose of establishing or continuing Applicant's credit limit. Applicant agrees that MTC shall have the right to decline, to extend credit, to Applicant, and to require that the applicable purchase price to be paid prior to the shipment. Applicant shall promptly notify MTC of all changes to Applicant's name, address, or of the sale of substantially all of its assets. MTC shall have the right from time to time without notice, to change or revoke Applicant's credit limit on the basis of changes in MTC's credit policies or Applicant's financial condition and/or payment record. A service charge of the lesser of one and one-half percent (1 ½%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due. Applicant hereby grants MTC a continuing security interest in the Products consisting of inventory and other goods, manufactured, sold or distributed by MTC, to secure payment of all indebtedness and obligations in full, whether no existing or hereafter arising, together with interest and attorney's fees and Applicant authorizes MTC to prepare and file any documents necessary to perfect such security interest. If Applicant fails to make timely payment of any amount invoiced hereunder, MTC shall have the right, in addition to any and all other rights and remedies available to MTC at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries.
5. **Warranty.** MTC expressly disclaims any warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Warranties, if any, are provided by the Manufacturer of the Product. MTC will transfer any transferable manufacturer's warranties to Applicant. In addition, MTC will not be liable for loss, damage, or injury of any nature whether direct or indirect, consequential or incidental, in connection with the Products.
6. **Shipment: Orders.** All shipments will be made FOB, MTC's shipping point. Title and risk of loss shall pass to the Applicant at MTC F.O.B. point. Applicant shall be responsible for all costs associated with shipping and insurance. Products held for Applicant, or stored for Applicant, shall be at the risk and expense of Applicant. Any shortages/damages must be notified MTC in writing within Twenty-four (24) business hours after arrival of shipment. MTC is not required to notify Applicant of the shipment. An order placed with MTC can only be canceled with MTC's written consent. MTC may cancel any order or portions thereof, even if previously accepted by MTC, without liability to Applicant.
7. **Returns; Policies and Procedures.** Applicant acknowledges and agrees that all sales are subject to then current and applicable policies and procedures of MTC, including MTC's policies with respect to returns and credits for the Products, which require prior authorization from MTC.

California Resale Certificate

I HEREBY CERTIFY:

- 1.) I hold valid seller's permit number: _____.
- 2.) I am engaged in the business of selling the following type of tangible personal property:
 _____.
- 3.) This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below.
[Vendor's name]
- 4.) I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5.) Description of property to be purchased for resale:

6.) I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment or tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or

Name of Purchaser	
Signature of Purchaser, Purchaser's Employee or Authorized Representative	
Printed Name of Person Signing	Title
Address of Purchaser	
Telephone Number	Date