

2082 Business Center Drive, Suite 200  
 Irvine, Ca 92612  
 Tel. 949-474-6085 Fax. 949-474-7529

# Credit Application

For the purpose of obtaining from VE Associates, Inc. and /or its subsidiary and affiliated entities any services or materials on credit, or other extension of credit or other financial accommodation, the following information can be relied upon as complete, accurate and truthful, to the best of my/our knowledge.

Applicant's Business Name	Phone
---------------------------	-------

Address (street)	City	(Zip Code)
------------------	------	------------

Type of Organization (Check one) <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Date Business Started	Date Incorporated	State of Incorporation
---	-----------------------	-------------------	------------------------

**Information on Proprietors, Partners, or Officers**

Name	Title	Home Address	Phone No.	Social Security No.

**Affiliated Entities And Accountant**

Name	Address
------	---------

Name and Address of Accountant

**Bank References**

Name	Address or Branch	Phone No.	Account No.

**Trade References**

Name	Address	Phone No.

Type of Business:  TV    Theatrical    Commercial    Educational    Industrial    Misc.

Estimated Dollar Requirement

For 30 Day Period      \$

The undersigned has read, understands and agrees to be bound by the terms of business on the reverse side hereof. The undersigned acknowledges that there are no Warranties, express or implied, except as set forth on the reverse side of this page.

Applicant	Title
-----------	-------

Signature	Date
-----------	------

By your signature below, and by our shipment to you of any merchandise on terms other than COD, you expressly agree and remain bound to our Terms and Conditions that appear on the back of this page, or as an attachment hereto, which sets forth our Credit Policy that is generally described as follows: Payment terms are net thirty (30) days from date of invoice. Invoices not paid in full within thirty (30) days after invoice date will result in Client's default and Client's account being placed on credit hold, also authorizing VE Associates at its option to pursue its remedies at law and/or equity, and without notice to or demand on Client, to foreclose upon and take possession of previously invoiced items. Your signature below also grants permission for the references listed to release to VE Associates any information necessary to evaluate credit worthiness.

Signature	Date	Signature	Date
-----------	------	-----------	------

**For Office Use Only**

Terms	Approved by:	Date
-------	--------------	------

# VE ASSOCIATES, INC.

## TERMS OF BUSINESS

Client agrees that the following terms and conditions of sale shall apply for all credit and cash purchases from VE Associates. Client represents and warrants that the information contained in the Credit Application submitted to VE Associates is true and correct, and that Client will timely notify VE Associates of any change in such information, including but not limited to a change in Client's legal name and/or state of incorporation.

### 1. RESPONSIBILITY OF VE ASSOCIATES AND LIABILITY LIMITATIONS

VE ASSOCIATES PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF FITNESS OR MERCHANTABILITY, FOR THE SERVICES PROVIDED BY VE ASSOCIATES OR THE MATERIALS PRODUCED BY IT.

It is understood and agreed that the services provided by VE Associates are based solely on the value of such services. Since VE Associates' prices are not proportionate to the value of the materials delivered to it, Client materials are received, processed and stored solely at the risk of the Client. In the event that such materials are lost, destroyed or damaged for any reason, including the negligence of VE Associates, its employees or agents, VE Associates' liability therefor shall be limited to the replacement value of the raw materials.

If any material produced by VE Associates is defective or is erroneously labeled or shipped, the liability of VE Associates shall, at VE Associates' option and expense, be limited to one or more of the following: (a) the repair of such material; (b) the replacement of such defective material with comparable raw stock; or (c) the correction of such errors in shipment or labeling. VE Associates shall have no liability for any of the foregoing unless the defective material is returned and written notice of such defect or error is given to VE Associates within twenty (20) days after delivery or shipment.

Delivery and/or shipment dates are approximate. If conditions arise which prevent compliance with a delivery schedule, VE Associates shall not be liable to Client or any other person for any losses, damage, liability or delay in delivery, nor for failure to give notice of delay and such delay shall not constitute grounds for cancellation of this work order. Without limiting the foregoing, VE Associates shall not be liable for any delay by reason of its inability, due to causes beyond its reasonable control, to obtain the necessary labor, materials, or facilities or for delay due to the elements, equipment failure, acts of God, acts of Client or its employees, acts of civil or military authorities, priorities, fires, floods, epidemics, quarantine restrictions, wars, riots, strikes, labor difficulties, accidents to machinery, delays in transportation, reasons of force, mayhem, or any other similar or dissimilar causes commonly referred to as acts of force majeure beyond the control of VE Associates. In such event, the delivery or shipment date shall be deemed extended for a period equal to the delay.

### 2. INSURANCE

Client agrees to insure fully materials delivered to or deposited with VE Associates against all insurable risks including damage to or destruction of such materials by the negligence of VE Associates or its employees. Such insurance shall insure against any and all losses (including incidental and consequential losses) for which insurance is available, and the policy of insurance shall provide that the insurer waives all claims of subrogation against VE Associates and its employees. VE Associates shall in no event be liable for any loss or damage which was, or could have been, covered by insurance.

### 3. PRICES

Prices to be charged for all services or materials shall be the prices of VE Associates in effect at the date of performance of such services or delivery of such materials by VE Associates. Prices are subject to change without notice.

Unless otherwise specified, published prices are for work deemed by VE Associates to be standard processing of products. Prices for any other type of services shall be quoted upon request. Transportation of all materials to and from VE Associates shall be at Client's risk and expense.

Unless a resale card is on file, VE Associates shall add sales tax to the price of all taxable services. In the event that a governmental agency subsequently determines that additional charges are payable, Client agrees to pay these additional charges.

### 4. CREDIT POLICY AND SELLER SECURITY INTEREST

Client agrees to pay VE Associates on or before thirty (30) days from date of invoice. If payment is not made when due, Client agrees to pay interest at the rate of 1.5% per month (18% per year) on all accounts overdue. Acceptance by Client of material shipped or delivered by VE Associates indicates Client's financial responsibility, ability, willingness and obligation to pay in accordance with the terms indicated on each billing invoice as well as Client's agreement to reimburse VE Associates for any additional costs incurred in collecting past due invoices, including attorneys fees. Client hereby grants to VE Associates a security interest in and to all Client invoiced merchandise that is from time to time described on VE Associates' invoices, as "Collateral", to secure payment of all outstanding invoices and credit extensions from VE Associates. The security interest attaches to the Collateral immediately upon its transfer of title to Client, and Collateral will thereafter be released from this security interest, only when the invoice describing the Collateral that has not been foreclosed upon, has been paid in full. VE Associates is authorized to file or record any form of notice to perfect its security interest against the Collateral. Invoices not paid in full within thirty (30) days after invoice date will result in Client's default and Client's account being placed on credit hold, also authorizing VE Associates at its option, without limiting its other remedies at law or equity, and without notice to or demand on Client, to foreclose upon and take possession of the Collateral, sell, lease or otherwise dispose of the Collateral at one or more public or private sales, for cash or credit or future delivery, on such terms and in such manner as VE Associates may determine, and to recover from Client all costs and expenses, including without limitation, reasonable attorneys' fees, incurred or paid by VE Associates in exercising any right, power or remedy authorized by this security interest, this Agreement or by law. At the request of VE Associates, Client agrees to enter into VE Associates' standard form security agreement, to supplement at VE Associates' option, the terms of this security interest. This Agreement and the security interest hereby granted, which may be supplemented or modified by the terms of a more comprehensive security agreement entered into between Client and VE Associates, shall be governed by California Uniform Commercial Code and California law.

Any claims for adjustments in connection with any invoice must be presented to VE Associates in writing within ten (10) days from the date of such invoice. Client hereby waives any claim for adjustment in billing which is not timely presented according to the provisions of this paragraph.

### 5. CHOICE OF LAW; JURISDICTION AND VENUE

The work orders shall be governed by and construed in accordance with the laws of the state of California. Any action based upon a work order shall be brought exclusively in the appropriate court of the state of California, County of Orange.

2082 Business Center Drive, Suite 200  
 Irvine, Ca 92612  
 Tel. 949-474-6085 Fax. 949-474-7529

**PAYMENT AGREEMENT**

We agree to pay all bills within the stated term of sales. We agree to pay a service charge of \$35.00 for any checks returned from our bank unpaid for any reason. Additionally, we understand that a service charge may be assessed on any unpaid balance in an amount up to the maximum rate allowed by law. Should legal action be taken to secure payment for merchandise received, we will be liable for all expenses, including reasonable attorney's fees, incurred by VE Associates. We agree not to transfer or assign this agreement with out the prior written consent of VE Associates. We agree to give written notice to VE Associates prior to the sale or transfer of all or substantially all of the stocks or assets of our business; if we fail to do so, then we shall remain fully liable for any unpaid merchandise received by the buyer or transferee of the business. We also agree that all shipments are to be paid by COD or cashier's check until credit approval. Unpaid items over 30 days are subject to 1.5% per month finance charge.

Company Name \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**THE FOLLOWING SECTION MUST BE COMPLETED IF DEALER IS NOT INCORPORATED PRINCIPAL (Owner/Partner) INFORMATION (Use separate sheet if necessary to list 100% ownership)**

The undersigned individual who is either a principal of the credit applicant or a sole proprietor of the credit applicant, recognizing that his/her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor in the credit evaluation process.

A Signature is required for individuals releasing their credit history

1) Officer's/Owners

Name(Required) \_\_\_\_\_ Title \_\_\_\_\_ %Ownership \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 HomePhoneNo. \_\_\_\_\_ SocSec# \_\_\_\_\_ Driver'sLicense \_\_\_\_\_

2) Officer's/Owners

Name(Required) \_\_\_\_\_ Title \_\_\_\_\_ %Ownership \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 HomePhoneNo. \_\_\_\_\_ SocSec# \_\_\_\_\_ Driver'sLicense \_\_\_\_\_

Have you ever filed for bankruptcy? \_\_\_NO \_\_\_YES

If Yes, which \_\_\_Personal \_\_\_Business Date Filed \_\_\_\_\_ Status \_\_\_\_\_