



CREDIT APPLICATION AND AGREEMENT

INSTRUCTIONS: Please print or type. Form must be completed in all parts to be processed. If a corporation, the signature must be that of an **authorized officer**. If a partnership, the application must be signed by all partners.

I. APPLICANT PROFILE **Date:** _____ (MM/DD/YYYY)

Business Legal Name: _____ **Federal Tax ID:** _____

Legal Entity: ___ Corporation ___ Partnerships ___ Sole Proprietorship

DBA (Do Business As): _____

Division/Subsidiary of (if any): _____

State of Incorporation: _____ **Date of Registration:** _____

Street Address: _____

Bill To (if different): _____

Ship To (if different): _____

Telephone #: _____ **Fax #:** _____ **URL (web address):** _____

Contact Officer: _____ **Title:** _____ **Direct #:** _____ **E-Mail:** _____

Account Payable Contact: _____ **Direct#:** _____ **E-Mail:** _____

Type of Business: _____

Business Established Since: _____ (MM/YY) **At Current Location Since:** _____ (MM/YY)

Number of Employee: _____ **Annual Sales Volume:** _____

All Owners, Principals, Partners, or Officers

Name	Title	Telephone #	Address	SS#
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

II. CREDIT REFERENCES: Newtek default terms are Visa/Master, cash/cashier checks and Wire Advance. To apply for C.O.D. terms of sale, please complete the remaining pages.

Desired Terms/Line (if qualified): _____

Bank References & Trade References: Please complete and sign the following pages or attach your own reference sheet with signed authorization statements for releasing the information to Newtek Supply, Inc.



IIA. AUTHORIZATION TO RELEASE BANK CREDIT INFORMATION

INSTRUCTIONS: Please fill in and sign the top portion of this form. Please kindly provide the account numbers for **all applicable accounts** in the bottom portion of this form. Please remember: The more complete your banking information is the easier and **faster it will be for Newtek to process your credit application.**

TO BANK: _____
(Your Bank Name)

REGARDING: _____
(Your Company Name)

We are currently in the process of establishing an account with Newtek Supply, Inc. We therefore authorize you to release **all related deposit accounts and loan/line of credit** information to Newtek Supply, Inc., with respect to our account(s) and credit facilities with you. Please fax (805) 306-5933 the requested information to Newtek Supply, Inc. directly in order to expedite our credit application approval.

Bank Contact Name: _____ **Phone#:** _____

Authorized Officer: _____ **Date:** ____/____/____
(Signature)

(Print Name) (Title)

<u>TO BE COMPLETED BY CUSTOMER</u>		<u>FOR BANK USE ONLY</u>		
<u>Account Type</u>	<u>Account Number</u>	<u>Date Open</u>	<u>Current Balance</u>	<u>Year To Date Avg</u>
Checking	_____	_____	_____	_____
Money Market	_____	_____	_____	_____
Sweep	_____	_____	_____	_____
Others	_____	_____	_____	_____
_____	_____	_____	_____	_____
Loan	_____	_____	_____	High Credit: _____
Line of Credit	_____	_____	_____	Line Authorized for Use: _____
		<u>Returned Check:</u>	<u>Yes ()</u>	<u>No ()</u>
		<u>Rating:</u>	<u>Excellent ()</u>	<u>Good ()</u>
			<u>Satisfactory ()</u>	<u>Poor ()</u>
		<u>Comments:</u>	_____	_____
			_____	_____
		<u>Prepared By:</u>	_____	_____
			(Print Name)	(Signature)
		<u>Date:</u>	_____	



II.B. TRADE REFERENCES: Please provide the following trade references (within the same type of business as yours) or attach a separated sheet as you wish.

NAME	CONTACT	PHONE#	FAX#	TERM /LINE

III. CREDIT AGREEMENT

In consideration of, and in order to allow Newtek Supply, Inc. to establish an account or accept C.O.D. company cheks, I/we understands and agree to pay for all charges to the account in accordance with the terms of sale. If purchase orders terms received conflict with Newtek Supply terms of sale, the terms of this credit application will prevail. If at any time, and for any reason, we are unable to pay for purchases when due, we agree to be billed and pay an additional charge of 1.5% per month (18 percent per annum) as fair average compensation to Newtek Supply, Inc. I/we acknowledge that all terms are subject to periodic reviews and may be changed at Newtek Supply discretion. We understand that all claims, requests for adjustments, or notifications of errors must be made in writing within thirty days or charges are considered accepted and that all returns require to comply with Newtek Supply RMA policy as attached. If, for any reason, collection proceedings or legal action are deemed necessary by Newtek Supply, Inc. (Newtek Supply) to collect any portion of the amount that is in default, I/we agree that all disputes and arbitrations shall be regulated by Ventura County Court, California. I/we agree to pay all bank fees, collection costs including reasonable attorney fees whether or not suit is filed, through final dispensation. Should the name, ownership, or structure of this business, change in any way after the date of this application, I/we agree to notify Newtek Supply, Inc. in writing and by certified mail return receipt requested, of such changes and agree that any and all charges, due invoices and other fees incurred until such notice is received shall remain mine/ours responsibility. I/We certify that all information provided herein are true and correct, and that all debts are currently being paid in the normal course of business as they become due and that no insolvency exists as defined in the Bankruptcy Reform Act and that no petition has been contemplated or filed for protection. I/We grant Newtek Supply, Inc. a continuing security interest or lien on all merchandise purchased on the applicants account until paid in full. This agreement is binding on the Applicant(s). A facsimile or copy of this application and signature can be accepted as an original. Should any part of this agreement for any reason be declared invalid, such decision shall not affect the validity of the remaining parts, which will remain in full force and effect. I/We authorize Newtek Supply, Inc. (Newtek Supply) to conduct any banks, trade references history, or consumer credit inquires needed as necessary to grant terms.

X _____ X _____
Legal Signature Date Legal Signature Date
(Signature is of the owner, 2 partners or 2 corp. officers, or authorized signers with legal documents)

X _____ X _____
Print Name Title Print Name Title

In consideration of, and in order to allow Sparkle Power Inc. (SPI) to establish a line of credit or accept C.O.D. company cheks, I/we understands and agree

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 Newtek Supply, Inc. 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:

Consumer electronics and accessories

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 of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER _____

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE _____

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PRINTED NAME OF PERSON SIGNING _____ TITLE _____

ADDRESS OF PURCHASER _____

TELEPHONE NUMBER _____ DATE _____
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