TPC ADVANCED TECHNOLOGY INC

851 South Lawson Street, City of Industry, CA 91748
Tel: (626) 810-4337 Fax: (626) 810-4245

CREDIT APPLICATION

***** Send copy of Resale Certificate *****

BILLING INFORMATION

The following information is submitted for your consideration as a basis to extend credit from us.

Individual / Company

Address

City | State | Zip | Phone | Fax

Email

Principal owner(s)

Are products purchased for resale? (check one): ○ No ○ Yes (please provide resale certificate)

Federal I.D. # | Tax I.D. #

SHIPPING INFORMATION

Primary

Name

Address

City, State, Zip

Phone

Secondary

Name

Address

City, State, Zip

Phone

TRADE REFERENCES

Name

Address

Phone | Fax

Name

Address

Phone | Fax

Name

Address

Phone | Fax

Name

Address

Phone | Fax

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BANK REFERENCES

Name of bank

Account no.

Address

AUTHORIZATION

Our firm is financially able to meet any commitment we will make and expect to pay your invoices according to your terms. I personally and unconditionally guarantee payment of any and all indebtedness incurred by the above firm.

I/We hereby authorize you to whom this application is made or your agents to investigate my/our financial responsibilities, credit worthiness, and depository relationship with banks.

By

Title

Date

DEPARTMENT USE ONLY

Approved / declined

Net / terms

Max. amt.

NOTE: Approval time depends on return rate of credit references.

DISPUTE RESOLUTION, JURISDICTION AND VENUE

If there is a dispute between the parties (whether or not the dispute arises out of or relates to the Agreement), the parties agree that they will first attempt to resolve the dispute through one senior management member of each party. If they are unable to do so within 60 days after the complaining partys' written notice to the other party, the parties will then seek to resolve the dispute through non-binding mediation conducted in Los Angeles County court jurisdiction, West Covina Superior Court, California. Each party must bear its own expenses in connection with the mediation and must share equally the fees and expenses of the mediator. If the parties are unable to resolve the dispute within 60 days after commencing mediation, either party may commence litigation in the state or federal courts in Los Angeles County court jurisdiction, West Covina Superior Court, California. The parties irrevocably submit to the exclusive jurisdiction of those courts and agree that final judgment in any action or proceeding brought in such courts will be conclusive and may be enforced in any other jurisdiction by suit on the judgment (a certified copy of which will be conclusive evidence of the judgment) or in any other manner provided by law. Process served personally or by registered or certified mail, return receipt requested, will constitute adequate service of process in any such action, suit or proceeding. Each party irrevocably waives to the fullest extent permitted by applicable law (i) any objection it may have to the laying of venue in any court referred to above; (ii) any claim that any such action or proceeding has been brought in an inconvenient forum; and (iii) any immunity that it or its assets may have from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process. Notwithstanding the foregoing, either party may seek equitable relief in order to protect its confidential information or intellectual property at any time, provided it does so in the state or federal courts in Los Angeles County, West Covina Superior Court California (and only this court). The parties hereby waive any bond requirements for obtaining equitable relief. The confidentiality provisions of the Agreement will be enforceable under the provisions of the California Uniform Trade Secrets Act, California Civil Code Section 3426, as amended.

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TERMS AND CONDITIONS OF SALE

1. Applicable tax now or hereinafter levied on or measured by the sale of material is not included in the price listed in this contract and will be added thereto and paid by Buyer unless Buyer has provided Seller with a current and valid California resale certificate in the form prescribed by the state of California. All sales will be considered to be taxable at Seller's primary place of business unless Buyer's valid resale certificate is received by Seller.

2. If at any time in the opinion of the Seller, Buyer's financial responsibility becomes impaired or unsatisfactory, Seller reserves the right to require payment in advance, or other security, for sale and/or delivery under this agreement. Payment for all products provided under this agreement becomes due and payable immediately upon receipt of Seller's invoice by Buyer.

3. Buyer agrees that when Buyer issues purchase orders for materials, such purchase orders are accepted by the Seller only under the Seller's general terms and conditions of sale regardless of any differing wording on Buyer's purchase order.

4. Sales of products and related deliveries under this agreement are subject to all applicable priorities now or hereinafter established by public authority which in any way affect Seller's ability to procure, process, or deliver the material or services herein represented.

5. Products sold that are not of Seller's own manufacture, are sold subject to Seller's continuing ability to procure the same material from Seller's regular source or sources of supply and at Seller's current cost. In the event of an increase in Seller's cost of any such item effective prior to final delivery, the price of such item quoted as pertaining to the remaining undelivered quantity, shall be correspondingly increased.

6. Seller's payment terms on all invoices (not including Prepaid Accounts) are due Net 30 following the invoice date. Buyers not complying with payment terms will be put on hold.

7. Buyer authorizes Seller to apply any payments made by or on behalf of Buyer to any outstanding account between Buyer and Seller. Buyer waives its right to require any particular application of payment at the time of making payment.

AGREEMENT AND PERSONAL GUARANTEE

I agree to the terms and conditions as previously stated.

Printed name

Title

Signature

Company

Date

Personal guarantee

In consideration of the credit granted by Seller, the undersigned promises to pay and personally guarantees all charges and/or money now and hereafter due Seller on this account.

This guarantee includes, in addition to the outstanding principal balance, interest and late charges, any and all attorneys fees, court costs, and other collection costs. In the event payment is demanded by Seller, the undersigned agrees to make payment within thirty (30) days.