

## CREDIT APPLICATION

### CUSTOMER INFORMATION

<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Subsidiary/Parent Corp.			
Company Name		DBA	
Bill To Address		City	State Zip
Ship To Address		City	State Zip
Telephone Number	Fax Number	Accounts Payable Contact	
Date Current Ownership Established	DUNS#	E-mail Address	
Federal ID #		Federal Tax Exemption/Resale #	
Owner's Full Name			Phone Number
Home Address		City	State Zip
Social Security Number		Driver's License Number/ State	

### BANKING INFORMATION

Bank Name		Business Account Number	
Address		City	State Zip
Contact		Telephone Number	Fax Number

### TRADE REFERENCES

Company Name		Contact	Telephone Number	
Address		City	State	Zip
Credit Line	Terms	Fax Number		

Company Name		Contact	Telephone Number	
Address		City	State	Zip
Credit Line	Terms	Fax Number		

Company Name		Contact	Telephone Number	
Address		City	State	Zip
Credit Line	Terms	Fax Number		

**PURCHASE AGREEMENT:**

The undersigned, GS Distributing Customer "GSDC" certifies they:

- a) have read all Terms and Conditions of this Purchase Agreement found on this page
- b) agrees to these Terms and Conditions and agrees that they control all of GSDC's purchases from GS Distributing, a Nabi Industries, Inc. company "GSD"
- c) certifies the information provided in this Credit Application and Purchase Agreement is true and complete to the best of their knowledge.
- d) has the authority to make, deliver, and perform under this Agreement. In addition, if GSDC is a corporation, the undersigned officer(s) of GSDC is/are duly authorized to enter into this Agreement on behalf of GSDC.

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Position: \_\_\_\_\_

**PERSONAL GUARANTY:**

The undersigned Guarantor is signing this Guaranty to induce GS Distributing, a Nabi Industries, Inc. company "GSD" to extend credit to GSDC or to induce GSD to continue to sell merchandise to GSDC on an account. In signing, the undersigned guaranties he/she will personally pay GSD all sums that GSDC does not pay when those sums are due and all costs, expenses and damages GSD incurs in collecting these sums, including (but not limited to) all attorney's fees and court costs. The obligations under this Guaranty are joint and several with GSDC and will not be affected in any way if GSD fails to assert any of its rights or remedies against GSDC from time to time. This is a continuing Guaranty, which can only be terminated by the undersigned giving written notice (by Certified Mail) to GSD. However, any such notice shall not affect the undersigned's obligations incurred under this Guaranty for unpaid sums which came due to GSD prior to the date on which the notice is received by GSD. The undersigned hereby acknowledges and agrees:

- a) any action to enforce this Guaranty may be brought in the State or Superior Courts Sacramento County California and jurisdiction and venue for such matters are proper there
- b) has the legal right and capacity to make this Guaranty
- c) this Guaranty will be governed by and construed in accordance with the laws of the State of California.

Guarantor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Position: \_\_\_\_\_

Address: \_\_\_\_\_ SSN: \_\_\_\_\_

**FOR CONSIDERATION OF GS DISTRIBUTING CREDIT APPLICATION:**

Please fax the following items to GS Distributing at (916) 374-7393 or email to credit@gsdistributing.net

- This Credit Application, including Purchase Agreement and Guaranty fully completed.
- A copy of GS Distributing Customer's Purchase Order:
- Sales Tax Exemption Certificate

## PURCHASE AGREEMENT TERMS AND CONDITIONS

The terms and conditions which follow govern all purchases of merchandise from GS Distributing a Nabi Industries, Inc. company. " GSD".

**1. New Accounts.** Initial orders must be prepaid GSD will ship merchandise C.O.D. cash or cashier's check. Customer may apply for credit with GSD by completing GSD Credit Application and Purchase Agreement form, and by providing all financial information requested. By applying for credit, Customer gives GSD, full authorization to conduct a thorough credit investigation on Customer and to disclose credit information to third parties, either in the course of such an investigation or in response to a request regarding Customer's credit. Customer acknowledges GSD has complete discretion in approving Customer's request to grant customer credit. Customer also understands GSD may suspend or discontinue credit privileges for any reason, including the discovery that any of the information provided in the Credit Application is not accurate.

**2. Open Accounts.** Unless specified in writing by GSD, payment of the full purchase price is due within ten (10) days of the invoice date ("net 10 day terms"). Payment may be made by cash, certified or cashier's check, C.O.D., wire transfer, company check, or by charge on Visa, Master Card or American Express. Sums not paid when due shall accrue interest at the rate of one and one-half percent (1 1/2%) per month, eighteen percent (18%) per annum, from the due date. No additional credit will be extended to a Customer with a payment past-due.

**3. Returned Checks.** Customer will be assessed a service charge of \$35.00 for each check which is not honored. For each such check, Customer agrees to wire transfer funds to GSD, or pay by cash or cashier's check, the amount of the returned check plus the service charge, within seven (7) days of notification of the dishonored check. No additional credit will be extended to a Customer who has failed to so comply.

**4. Return of Non-Defective Product** Merchandise which does not fall under the warranty set out in GSD Terms and Conditions may not be returned unless Customer receives the prior approval of GSD and a return authorization number by GSD, and Customer fully complies with the return and Shipping requirements of GSD Terms and Conditions. Customer agrees to pay ten percent (15%) re-stocking fee on all such pre-approved returns.

**5. Shipments, Pricing, etc.** All shipments are F.O.B. point of shipment.

**6. Sales Tax.** Unless Customer provides GSD with a sales tax exemption certificate for Customer's home state, Customer will be charged sales taxes. Customer understands that should Customer fail to qualify for, or lose its, tax exemption status, Customer will pay GSD applicable sales taxes on all purchases.

**7. Attorney's Fees.** Should Customer fail to pay GSD any sums due under these Terms and Conditions and GSD then collects these sums through an attorney Customer agrees to pay full amount due, including principal and interest and attorney's fees.

**8. Limited Warranty and Liability.** GSD extends the following limited warranty: Customer may return defective merchandise to GSD for a CREDIT TOWARDS FUTURE PURCHASES ONLY, provided the merchandise falls within the warranty provided by the manufacturer of the merchandise and the return is permitted by the manufacturer. Customer must comply with the return and shipping requirements of GSD to receive this credit. Because the warranty and return policies differ greatly among manufacturers and the products themselves are subject to change from time to time Customer is encouraged to contact GSD's Customer Service department for specific warranty and return information before submitting a warranty claim. A summary of manufacturers' warranty and return policies may be available upon Customer's request of GSD, but Customer is reminded that these policies are subject to change by the manufacturers. This warranty does not cover defects or loss or damage due to abuse, mishandling, alteration, accident, electrical current fluctuations, failure to follow operating, maintenance or environmental instructions, or failure to comply with the return and Shipping requirements specified below. NO CASH REFUNDS will be issued. THERE ARE NO IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER EXPRESS WARRANTY OR GUARANTY. EXCEPT AS STATED ABOVE. Should GSD be liable to Customer for anything arising out of, or related to Customer's purchase of merchandise, Customer agrees that GSD's total liability shall not exceed the purchase price for the merchandise. Customer understands that GSD IS NOT LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE NOR IS IT LIABLE FOR ANY LOST PROFITS WHICH CUSTOMER MAY CLAIM.

**9. Return and Shipping Requirements.** Before any return of merchandise Customer must call GSD's Customer Service Department and obtain a Return Authorization Number ("RA#). Only Customer Service may provide RA#. To obtain an RA# Customer must provide the following information: Company Name, GSD Customer Number, Product-Manufacturer-Model, Reason for the return and an explanation of the problem. Order/Invoice Number and Date. Customer must inform Customer Service at the time of the RA# request if the return includes more than one GSD part number. Customer must also specify the part number information and describe the exact nature of the defect. RA#'s are only valid for 15 days from the date of issuance. The RA# must be prominently displayed on the shipping label of all boxes containing returned merchandise. A packing list must be enclosed with each box of returned merchandise. This packing list must include the information required for the RA# request specified above. Return merchandise must be shipped pre-paid in the ORIGINAL boxes and packing materials. Customer must not write on or mark the original boxes. All manuals, cables and cords originally shipped must be included with the returned merchandise. Customer will be charged for missing items or GSD, at its discretion, may refuse to issue credit for the incomplete return.

**10. Shortages, etc.** Customer must notify GSD in writing within 48 hours of delivery of merchandise, of any problems with the shipment, including any claims of shortages or an improperly filled order. (This notice must include a clear description of problem or shortage claimed.) Customer's failure to do so will be deemed an acceptance of the merchandise and confirmation that Customer's order has been satisfied.

**11. Additional Terms.** Customer acknowledges:

(a) This Purchase Agreement is to be interpreted under the laws of California. Any manner arising under this Agreement or any agreement whereby Customer purchases merchandise from GSD, may be decided in State or Superior Court of Sacramento County California. Jurisdiction and venue of such matters are proper there and customer waives all rights to object to this jurisdiction and venue.

(b) GSD's failure to insist upon strict compliance with any Terms or Conditions of this Agreement is to be considered an indulgence only: and any such failure will not operate to waive any of GSD's rights hereunder.

(c) This Agreement represents the entire understanding of Customer and GSD. There are no terms, promises, representations, or expectations other than that contained in this Agreement. The above Terms and Conditions may only be modified in a writing signed by Customer and GSD.