

CUSTOMER CREDIT APPLICATION  
**Network Systems Integration**

2245 First Street, Suite 202  
Simi Valley, CA 93065  
Phone (805) 579-1030  
Fax (805) 527-9243

---

**Name of Customer** (Legal Name)                      **EIN/SSN**                      **D&B #**

---

**Trade Name**                      **URL**

---

**Mailing Address**                      **City**                      **State**                      **Zip Code**

---

**Phone #**                      **Fax #**

---

**Contact Person**                      **Position and Title**

**BUSINESS FACTS:**

- Proprietorship                       Partnership                       Limited Partnership  
 Corporation                       Limited Liability Corporation

---

**Date and place of formation and/or incorporation of business entity**

**Is business a subsidiary or franchise?**                       Yes                       No

**Length of time of present ownership:** \_\_\_\_\_ Years \_\_\_\_\_ Months

**Previous customer:**                       Yes                       No

**BANKING:** (Required)

---

**Name of Account Holder**                      **Account Number**                      **Bank Officer**

---

**Bank Name**                      **Bank Phone #**

---

**Mailing Address**                      **City**                      **State**                      **Zip Code**

---

**Credit Card#:** (Required)                      **Card Validation Code#** (Required)                      **Expiration Date:** (Required)

**TRADE REFERENCES:**

1. \_\_\_\_\_  
**Name** **Account #**

---

**Phone #** **Fax #**

2. \_\_\_\_\_  
**Name** **Account #**

---

**Phone #** **Fax #**

**PURCHASE AGREEMENT**

All of Customer's purchases from Network Systems Integration ("Supplier") shall be subject to the following agreement (the "Agreement"):

1. All amounts due for goods and services purchased from Supplier are payable at the address shown on Supplier's invoice(s) and statement(s) of account. All amounts due Supplier are payable in full according to the terms stated on each invoice without offset or deduction.
2. Supplier may cancel extension of credit and/or discontinue deliveries at any time due to late or non-payment.
3. Supplier may, regardless of the terms stated on the invoices, require all outstanding amounts to be paid in full on demand in the event that sales to the Customer are discontinued for any reason; and Customer shall make payment without offset or deduction.
4. As security for any and all amounts due Supplier, Customer hereby grants to Supplier a security interest in all equipment, supplies, merchandise, inventory and other goods purchased from Supplier and in the proceeds and products thereof; and at Supplier's request, Customer shall, from time to time, execute and deliver Uniform Commercial Code financing statements to Supplier for filing as a public record. Supplier's security interest is junior to any conflicting security interest of Customer's commercial bank (if any such security interest now exists).
5. If any amount due Supplier is not paid when due, a finance charge of one and one half percent (1 1/2%) per month of the balance (which finance charge equals eighteen percent [18%] per annum) or the maximum rate allowable by law (whichever rate is less) shall accrue from the due date until paid.
6. The customer's credit card will be used as a secured form of payment. In the event that an invoice is not paid within the specified payment terms, supplier has the right to charge the credit card for full outstanding balance.
7. Except for express warranties that Supplier may put in its invoice(s), Supplier makes no warranty about its goods and services; and Customer buys them "as is." In no event shall Supplier be liable for lost profits or consequential damages. All Manufacturer warranties are passed through supplier to customer.
8. To be accepted by Supplier, Customer's purchase order(s) must be confirmed by Supplier's written sales confirmation(s) or invoice(s).
9. All sales to Customer are final. Customer must obtain Supplier's written authorization before returning any goods. Authorized returns may be subject to a restocking charge.
10. In the event the Customer requests Supplier to stock and deliver proprietary goods (i.e., goods having a limited use or market or not otherwise commonly stocked by Supplier) and the Customer ceases to purchase such goods from Supplier, Supplier will require the Customer to purchase the proprietary goods then in stock at Supplier's normal sales price.

11. All transactions arising under this Agreement shall be governed by the laws of the state where Supplier's branch supplying the Customer is located. At Supplier's option, venue of any action to enforce this Agreement shall be either in the county where Supplier's branch supplying the Customer is located or the county where Customer's business is located.
12. In the event the account becomes delinquent, Customer shall pay all of Supplier's attorney's fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not.
13. The Customer authorizes Supplier to inquire into and obtain from any bank, lending institution, credit reference or credit reporting agency, whether listed on the Credit Application or not, any and all information relating to the Customer's creditworthiness or financial condition.
14. The Customer shall notify Supplier in writing at least thirty (30) days prior to any change of ownership of the Customer, or of the Customer's business, which notice shall include a complete credit application for the buyer. Customer shall be liable for all purchases by any buyer of the business should said notification not be give. Supplier may, regardless of the terms stated on the invoices, require all outstanding amounts be paid in full on demand, upon change in ownership and may refuse to make any further deliveries pending approval of the buyer's credit, which approval shall be in Supplier's sole discretion.
15. All Rentals are on a 30 day basis unless otherwise stated in writing by supplier. Ownership of said property remains with the supplier until customer makes payment in full at quoted purchase price. All unpaid rental fees will be assessed before the purchase price assessment is made. At the end of the rental, customer is required to notify supplier of return, or purchase option in writing 30 days prior to terminating rental agreement. No amount of rental fees will count toward the purchases price unless explicitly stated by the supplier in writing.
16. Option to Terminate: SELLER may terminate this Agreement if:
  1. PURCHASER refuses or is unable to accept delivery of any item of equipment;
  2. PURCHASER becomes insolvent or the subject of proceedings under any law related to bankruptcy or the relief of debtors; or
  3. PURCHASER fails to perform any other provision of this Agreement. SELLER's right to terminate shall be exercised by written notice to PURCHASER, whereupon SELLER shall be entitled to immediate possession of the Equipment, without liability for entering PURCHASER's premises for such purpose, and to retain all monies paid thereunder as an offset to SELLER's damages. The right of SELLER to terminate this Agreement and recover the Equipment shall not be the exclusive remedies available to it and is in addition to any other rights and remedies provided by law or this Agreement, including but not limited to the right to recover damages from PURCHASER.
  4. PURCHASER may cancel order without penalty or restocking fees if SELLER is notified in writing at least (3) days prior to any shipments from Manufacturers. Other cancellations are subject to 20% restocking fee.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**INDIVIDUAL GUARANTY**

The undersigner(s) agree to the terms and conditions of the Purchase Agreement and in their individual capacities jointly and severally unconditionally promise to pay to Network Systems Integration upon demand all indebtedness at any time outstanding under the Purchase Agreement. The signer(s) further agree to be bound by the laws of the State of California. Each signer individually waives any right to require Network Systems Integration to proceed against the company and authorizes Network Systems Integration to demand or consent to any change in terms with the company. Signer(s) also agree to pay all attorneys' fees and court costs which may be incurred in the enforcement of this agreement.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date