



Please Fax or Email to:
(602) 254-3567
lcelaya@valutek.com

CREDIT APPLICATION & AGREEMENT

BUSINESS INFORMATION

Legal Company Name:
D.B.A.: Duns #:
Address:
Main Phone () Main Fax () P.O. Required: Yes No
() Corporation () Partnership/LLC () Sole Proprietor () Div/Sub-Parent Comp
State of Incorporation: Are Business Premises Owned:
Federal Tax ID or Soc Sec #: State Tax Exempt ID #:
Owner/Officer: Title: Soc Sec #:
Owner/Officer: Title: Soc Sec #:
A/P Contact: Phone () Email

**Please attach company credit application information identifying trade & bank references.
**Please attach Sales Tax Exemption Certificate if claiming exemption from local sales tax.

STANDARD TERMS & CONDITIONS

In consideration of Valutek's evaluation of this application for credit and in consideration of any extension of credit to Applicant by Valutek, if any - either previously or subsequently given - Applicant herein agrees and acknowledges that the following terms and conditions apply to its credit relationship with Valutek and to Valutek's evaluation of this credit application.

- 1. Valutek's receipt of this completed Agreement is for its consideration of Applicant's request for credit. Valutek's extension of credit shall be deemed Valutek's execution and acceptance of this Agreement. All decisions as to the extension of initial credit, the amount of credit extended from time to time, the continuation or denial of credit are within the sole discretion of Valutek. Applicant authorizes Valutek and its representatives to make any inquiry and to gather any additional credit information from any source and authorize all sources to answer such inquiry with true, accurate, current and complete information about Applicant.
2. Applicant's authorized representative's signature attests to the financial responsibility for any amounts billed and acknowledges that the statements herein are true to his/her/its knowledge and that the representations herein are material to Valutek's consideration of this Agreement and the extension of credit.
3. Applicant acknowledges that it may or may not issue signed purchase orders and authorizes Valutek to take orders verbally, via telephone, by facsimile or computer transmission and to act upon such orders as if a signed purchase order was issued. Pricing subject to change without notice.
4. Credit terms are defined on an individual customer basis. Payments are due to Valutek as per the terms of each of the invoices that are from time to time rendered for the purchases of the Applicant. Checks should be made payable to Valutek and should be mailed to Dept. 2081, P.O. Box 29661, Phoenix, AZ 85038. If a check is returned unpaid, there will be a \$50 NSF fee applied to account for each returned check. CREDIT CARD ACCEPTED.
5. If Applicant is in default under this Agreement, Valutek may at its option and without notice (i) declare the entire unpaid balance owed by Applicant due and payable; (ii) postpone further deliveries until such default is remedied; (iii) terminate any and all obligations under any contract; and (iv) refuse further performance without any liability to Applicant. Valutek reserves the right to correct clerical errors in orders, invoices, quotes, etc.
6. If at any time, Valutek employs counsel to pursue collection of the account of the Applicant, then Applicant agrees that all costs of collections, court cost and reasonable attorney's fees shall be due whether or not suit is brought. The Applicant agrees that any legal actions and proceedings brought for the breach or the enforcement of this Agreement will lie in the state and county designated by Valutek. Applicant consents and submits to the jurisdiction and venue of any state, county or federal court located within that county.
7. Applicant agrees that all claims for returns are waived unless presented to Valutek within 30 days of invoice date (please call customer service @ 800-763-1250 to receive authorization for returned goods), only merchandise in its original full-unopened shipping packages will be authorized for return. No returns on custom products, special packaging, or discontinued items. A 20% restocking fee will apply to all returns, except for merchandise returned due to shipping error or defects. All returns must be made within 30 days of Return Merchandise Authorization (RMA) issue date. Returned merchandise must be shipped freight prepaid unless it is returned due to shipping error or defect.
8. Valutek warrants merchandise shipped to any customer to be of sellable quality. Valutek makes no warranty of any other kind, expressed or implied. No stipulation, agreement or understanding of the customer shall be valid or enforceable unless in writing by a duly authorized officer of Valutek.
9. Valutek's responsibility for delivery shall cease FOB Shipping point, while Valutek will endeavor to use the least expensive method of freight this may not always be the case. This may conflict with customer's prior request due to quantity or weight. Customer agrees to pay all freight incurred.
10. Any term or condition, either made verbally or which appears on any written document, purchase order or other such instrument, which conflicts with those stated herein shall be void. Where such conflict exists the terms and conditions of this Credit Application shall supersede. If any part of this agreement is determined to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall continue in full force and effect.

(Authorized Signature - Officer, Owner, Partner)

(Print Name)

(Title)

(Date)