

# EXPRESS SALES CORP

www.escorp.biz

# CREDIT APPLICATION

13855 Bentley Place \* Cerritos, CA 90703 \* Tel: (877) 777-5001 \* Fax: (562) 921-7517 \* Email: accounting@escorp.biz

**TO:**  **FROM:**

## COMPANY INFORMATION

**FIRM NAME:**  **DBA:**

**Bill To Address:**

City:  State:  Zip:

**Ship To Address:**

Is the **Ship To Address** your **residence** also?  Yes  No

City:  State:  Zip:

Kind of Business:  Year Established:  At present location since:

Phone #  Fax #  Email:

D & B #  Federal Tax ID: #

Resellers Permit #  **Please provide us a copy of your resale permit (California) or business license (out of state) with this application.**

Corporation  Partnership  Sole Proprietor  S Corp.  LLC  Other

Purchasing Agent(s):  Accounts Payable Supervisor:

## OFFICERS OF THE COMPANY

NAME

NO. SS

PRESIDENT/OWNER:

VICE PRESIDENT:

CHIEF FINANCIAL OFFICER:

## TRADE REFERENCES

*(Kindly include FAX Nos. for reference)*

1) Name:  Contact Person:

Address:  City  State  Zip

Account #  Tel #  Fax #

2) Name:  Contact Person:

Address:  City  State  Zip

Account #  Tel #  Fax #

3) Name:  Contact Person:

Address:  City  State  Zip

Account #  Tel #  Fax #

4) Name:  Contact Person:

Address:  City  State  Zip

Account #  Tel #  Fax #

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**BANK REFERENCES**

1) Bank Name:  Contact Person:   
Address:  City  State  Zip   
Checking acct #  Savings acct #  Tel #

2) Bank Name:  Contact Person:   
Address:  City  State  Zip   
Checking acct #  Savings acct #  Tel #

**AGREEMENT**

Applicant agrees to pay any collection costs incurred to collect the account balance including (but not limited to) court costs, collection fees and attorney's fees not less than 33% of the unpaid principal balance plus interest. As an inducement to grant credit, the undersigned agrees to the need for verification of all information on this application. The undersigned authorizes and releases all banks, business and persons identified on this application to furnish any and all information requested by Express Sales Corp company or its representatives by telephone or written correspondence whichever Express Sales Corp requests at the time thereafter. The undersigned also authorizes Express Sales Corp & its representatives to check and verify all information stated on this application at any time thereafter. The undersigned warrants that the information on this application is true and correct. As an inducement to grant credit, the undersigned agrees to Express Sales Corp the right to obtain the credit history of the undersigned and authorizes the release of such information at any given time thereafter by signature here. Venue and Jurisdiction. If Any legal proceeding or other legal action relating to this Agreement is brought or otherwise initiated, the venue shall be in Los Angeles, California (which shall be deemed a convenient forum) or, at the election of the party initiating the action, the county in which the other party resides or has located its principle place of business. The parties to this agreement expressly and irrevocable consent and submit to the jurisdiction of the courts of the State of California.

(Name, Title)  

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(Signature & Date)

(Name, Title )  

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(Signature & Date)

**CREDIT CHECK AUTHORIZATION**

Execution indicates authorization to review the credit of all parties set out in this agreement at initiation or any time after.  
**I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT AND AGREE TO ITS TERMS AND CONDITIONS.**

(Company Name)  
  
  
(Authorized person NAME & TITLE)

(Social Security Number)  
  
  
(Signature)

**PERSONAL GUARANTEE**

In consideration of credit being extended by Express Sales Corp to the above named applicant, the undersigned guarantor(s) each contract and guarantee to pay the faithful payment, when due, of all accounts of the applicant for the next 5 years from the date of application. The undersigned guarantor(s) each expressly waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment or demand for payment and any notice of default by applicant and all other notices guarantor(s) might otherwise be entitled to. Revocation of guarantee shall be in writing and delivered by certified mail to: Express Sales Corp at 13855 Bentley Place, Cerritos, CA 90703.

(Company Name)  
  
  
(Authorized person NAME & TITLE)

(Social Security Number)  
  
  
(Signature)

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BOE-230 (7-02) STATE  
**GENERAL RESALE CERTIFICATE**

OF CALIFORNIA  
BOARD OF EQUALIZATION

**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  of the item(s) I have listed in paragraph 5 below.  
[Vendors 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:

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 reseller of an amount as tax. Additionally, a person misusing a resale certificate or 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

PRINTED NAME OF PERSON SIGNING	TITLE
ADDRESS OF PURCHASER	
TELEPHONE NUMBER	DATE

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**Terms & Conditions of Sale**

**ORDERS:** Submit a completed Credit Application for processing.

**RETURNED CHECKS:** Returned checks will be charged a \$25 bank fee and must be paid in full immediately, cash certified funds only. or

**APPROVAL:** All orders are subject to approval by the Credit Department. Express Sales Corp reserves the right to change the terms and conditions of a purchasers account in its sole discretion, without limitation, as needed.

**INTEREST:** Purchaser agrees to pay interest in the amount of 1.5% per month on any payment past due, pursuant to the terms set forth on each invoice until collected.

**RISK OF LOSS:** Identification of the goods to the contract, risk of loss, damage to and title to products shall pass upon delivery thereof to Purchaser's carrier, F.O.B, Supplier's warehouse or other point or points of delivery designated by Supplier as provided in these Terms. Upon receipt of shipment, it shall be the responsibility of Purchaser or the Consignee receiving shipment to immediately inspect the products, check materials, and secure written acknowledgement from delivering carrier for any shortages, loss, or damage. Notification of such shortages, loss or damage must be made in writing to EXPRESS SALES CORP within two (2) business days. Concealed shortages must also be reported within two (2) business days and original shipping carton must be kept intact.

**RETURNS:** The following represents the policies and procedures for product returns to Express Sales Corp. Express Sales Corp offers return authorization for exchange only for a period of Five (5) days from original delivery date to customers for new OEM product. All instruction books, cords, accessories, etc. that were originally shipped with the product must be returned in the original OEM box. In addition, no writing on the manufacturer's original box should have occurred. Your return may be refused if you do so, as it cannot be returned or resold as new. No cash refunds will be given. Products that are found to be defective per "Manufacturer's Warranty" will be repaired and/or exchanged by the original manufacturer only. Discontinued items are not eligible for return or stock balancing. Authorized returns for credit are subject to a minimum 15% restocking fee, unless an authorized manager of Express Sales Corp approves other written terms. Express Sales Corp makes no warranty with respect to any OEM product purchased by the customer. The manufacturer's warranty, passes through Express Sales Corp to customer hereunder, and shall be in lieu of any other warranty, expressed or implied, including without limitation any implied warranty of merchantability or fitness for any particular purpose. All requests for return authorization (RA) numbers must be made through your sales executive. You must provide your company name, fax number, manufacturer, item #, product description, quantity, serial number, exact reason for return, and a copy of the original invoice. When an RMA number is issued, it is valid for up to Ten (10) business days only. Returned merchandise that is received by the RMA department after this time period will be refused. An RMA number must accompany all returns. Any carton received without an RMA number will be refused and returned by the freight carrier at the customer's expense. Items not included on the RA form, but included in the package or box will not be processed, and shall be returned at customers expense. All returns must be shipped via prepaid freight. Subject to Express Sales Corp's management approval, the cost of freight may be paid by Express Sales Corp and added to the invoice for all orders that are sent collect freight.

**GENERAL:** No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties. The failure of EXPRESS SALES CORP to insist, in any one or more instances upon performance hereunder, or to exercise any right, hereunder, is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the remainder of this Agreement unless a failure of consideration would thereby result.

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**Name & Title**

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**Signature & Date**