

Lotus Electronics

7201 Haven Ave #E553
Rancho Cucamonga, CA 91701
Tel. 909-899-3583
Fax. 909-346-3331

NEW ACCOUNT APPLICATION

Company name : _____
Website address : _____
Address : _____
City/State/ZIP : _____
Phone : _____ Fax : _____
Dun & Bradstreet # : _____ Federal Tax I.D. # _____
Year Established : _____ At Present Location since _____ No. of Employees _____
Annual Sales (USD) : _____
Business Incorporated : _____ in which state _____ Year of Incorporation _____

OFFICERS

President : _____ SSN # _____
Vice President : _____ SSN # _____
Treasurer : _____
Person Responsible for Payment of Invoices : _____ Phone ext : _____
Name of Parent Company if Subsidiary : _____

BANK REFERENCES

Bank : _____ Account # : _____
Address : _____
City/State/ZIP : _____
Bank Officer's Name : _____
Phone : _____ Fax : _____

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Bank : _____ Account # : _____

Address : _____

City/State/ZIP : _____

Bank Officer's Name : _____

Phone : _____ Fax : _____

TRADE REFERENCES (Give only names of those you buy from on an open account basis)

Name : _____ Phone : _____ Fax : _____

Address : _____

A/C No. : _____ PMT Term : _____

Name : _____ Phone : _____ Fax : _____

Address : _____

A/C No. : _____ PMT Term : _____

Name : _____ Phone : _____ Fax : _____

Address : _____

A/C No. : _____ PMT Term : _____

The information and statements in this application are true and complete and they are made for the purpose of inducing you to establish an account. You are hereby, authorized to obtain information you consider necessary from any source concerning the statements in this application. the undersigned individual promises to pay and guarantees payment for all purchases in accordance with your terms of sale. If at any time, for any reason the purchaser is unable to pay for said purchases, when due, the undersigned agrees to pay and authorizes you to bill my/our account interest computed at the legal rate of 1.5 % per month on any past due amount owing on my/our account. In the event it became necessary for your company to incur collection costs, or to institute suit to collect any amount due under this agreement, or any portion thereof, the undersigned promises to pay such additional collection costs, charges, and expenses including reasonable attorney's fees if the account is placed in the hands of an attorney or collection agency for collection. I understand, that title of equipment or material described in said invoices is retained by Seller until payment is made and that finance charges are based on a monthly rate. Lotus Electronics reserves the right to modify a client's status without prior notice. Client hereby represents that as of the date of this application they are solvent as that term is understood by application of general accounting principles.

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Terms and Conditions

The following listed Terms and Condition are considered to be part of all quotation, proposal and customer orders involving products supplied by the Seller shall be accepted only under the below listed Terms and Conditions unless written authorization for a change, addition, or deletion of a listed Terms and Condition is made by the Seller.

1. **Prices.** All quotation and prices are in US Dollars and are subject to change without notice unless prior written agreements have been established. Orders are processed at the prices in effect at the time of shipment. We will do our best to notify you of any prices or product changes as they occur.
2. **Claims.** If shipment appears to be damaged or has any discrepancy, the purchaser should note it on the delivery receipt and have the carrier to acknowledge it. Refused only the damaged cartons and contact the seller within 48 hours. Seller will file claim with the carrier since the carrier is liable for damage caused during shipping. At the same time, seller will reship replacement on the damaged goods to purchaser. However if shipping transportation is arranged by purchaser, then the claims for damage or loss in transit must be made by purchaser directly to the carrier, as the carrier is responsible for such damage or loss, not the seller.
3. **Title of Goods.** Title of all goods specified in the invoice is retained by seller until the invoice is fully paid for by purchaser and all obligations of purchaser have been fulfilled.
4. **Minimum order.** All order must have a minimum order quantity of 50 pcs.
5. **Payment Terms.** All initial orders must be prepaid or COD. If adequate credit references can be established, an account may be opened for subsequent orders. Account terms are strictly net 30 days. Delinquent accounts are subject to 1.5 % per month finance charge.
6. **Default in Payment.** If Buyer is in default of payment or otherwise on this or any other order, Seller shall have the right, in addition to all other legal remedies and without prejudice to any of its right hereunder to defer on further shipments until such default is removed, or, at its option to cancel any undelivered portion of the order at any time such default occurs. In the event it became necessary for your company to incur collection cost, or to institute suit to collect any amount due or any portion thereof, buyer shall pay such additional collection cost, charges and expenses including all legal fees if the account is placed in the hand of an attorney or collection agency for collection.
7. **Freight Terms.** All goods are ex-warehouse Ontario, California. The freight fee will be prepaid and charged to customers with approved accounts; otherwise, shipments will be sent freight - COD. Orders weighing less than 200 lbs. will be shipped by UPS. Orders weighing more than 200 lbs. will be shipped truck - freight collect by the customer's preferred carrier (pending availability of service).
Title and Risk of Loss for damage to the goods passes to the customer upon delivery to the carrier regardless of who pays the shipping cost.
8. **Returns.** All products requested and authorized as return for credit/refund must be received by seller within 14 days from the original purchase invoice date and subject to a 20% restocking fee. After 14 days, no credit/refund return will be accepted by seller. Special order and custom made goods are not returnable. All return items must be in original boxes including all accessories.
9. **Limited Warranty.** Lotus Electronics. warrants its products to be free of defects in manufacturers material and workmanship for a period of 12 months from the date of shipment and will replace or repair the product free of charge in accordance with the original distributor Terms of Sale. Lotus Electronics reserves the right to request the return of the defective product.

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10. **Law and Jurisdiction.** Any legal action between the Buyer and Lotus Electronics shall be governed by the laws of California without regard to the principals of conflict of law.

11. **Disclaimer and Limitation to Liability.** Lotus Electronics' liability of any kind or any loss or damages arising out of or resulting from any product sold or purchased, shall in no case exceed the purchase price of the specific product which gives rise to the claim. Any such liability shall terminate upon the expiration of the warranty period specified herein. Should any product purchased proves to be defective Buyer's sole remedy shall be repair, replacement, credit or refund as determined by Lotus Electronics. In no event shall Lotus Electronics, its director, officers, employees, agents and representative be liable for any loss of use, revenues or anticipatory profit, or for any direct, indirect or consequential, special or punitive damages arising out of or connected with the sale, use, iteration, or inability to use of the products sold by Lotus Electronics

12. **Entire Agreement.** This entire agreement is accepted by the purchaser and supersedes all prior and contemporaneous communication, negotiations, representations, and agreements of purchaser and seller whether oral or written, with respect to the goods specified in this invoice as well as the term and conditions hereof. This agreement my not be modified except by a writing signed by duly authorized representatives of both the purchaser and the seller.

Officer's/Principal's Name: _____ Date : _____

Officer's/Principal's Title: _____ Signature: _____

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RESELLER’S PERMIT FORM

(Please enclose a copy of your Reseller certificate with this form)

FIRM NAME _____

I HEREBY CERTIFY,

That I hold valid Seller’s permit No. _____

issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling _____

That the tangible personal property described herein which I shall purchase from **Lotus Electronics** will be resold by me in the form of tangible personal property, PROVIDED, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased: **COMPUTER CASES & ACCESSORIES**

Dated: _____ 20 _____

At (time) _____ Phone _____

Address _____

By and Title _____

Signature _____

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AUTHORIZATION TO RELEASE CREDIT INFORMATION

(Please print)

TO: _____ **REGARDING:** _____
(Your Bank Name) (Your Company Name)

We are currently in the process of establishing a trade account with Lotus Electronics. We therefore authorize you to release to Lotus Electronics all necessary credit information, as requested below, with respect to our account(s) and credit facilities with you. Please provide the requested information to Lotus Electronics directly in order to expedite our credit application.

Bank Contact Name: _____ **Phone #:** _____ **Fax #:** _____

Check A/C #: _____ **Saving A/C #:** _____ **Loan A/C #:** _____

Authorized Officer:

(Signature) (Printed Name) (Title)

Date: ___ / ___ /20__

***** FOR BANK USE ONLY *****

Checking A/C #: _____ **Saving A/C #:** _____

Date Opened: _____ **Date Opened:** _____

Avg Bal. For Past 6 months: \$ _____ **Avg Bal. For Past 6 months: \$** _____

Rating: **Excellent ()** **Good ()** **Satisfactory ()** **Poor ()**

Loan A/C #: _____ **High Credit:** _____

Last Payment: _____ **Next Due:** _____

Monthly Payment: \$ _____ **Current Bal.: \$** _____

Rating: **Excellent ()** **Good ()** **Satisfactory ()** **Poor ()**

Comments: _____

Prepared by:

(Signature) (Printed Name) (Title)

Date: / /20..