



CONFIDENTIAL CREDIT APPLICATION

In lieu of completing this application, you may provide your standard credit information sheet. Please also sign our terms and conditions included in this application.

For the purpose of obtaining merchandise from Superior Communications, Inc. (Superior), the following factual statements are made in writing by the Applicant. This agreement is between the Applicant signed on the reverse side of this agreement and Superior. Applicant authorizes Superior to contact references given and inquire about credit history. Applicant acknowledges that he/she has read and understands the terms and conditions hereof and agrees to be bound by them, that this document with attachments is the complete and exclusive statement of the agreement between parties relating to the subject matter hereof and that this document supersedes all proposals, oral or written. Applicant further agrees to notify Superior in writing of listed assets, or other facts set forth below.

Legal Name of Firm/DBA _____ Type of Business _____

If Subsidiary, Name of Parent Company _____

Federal ID or Social Security No. _____ Year Established _____

Business Mailing Address _____

Business Shipping Address _____

Telephone _____ Fax _____

E-Mail _____

No. of Locations _____ At Present Location Since _____ Own Rent

CHECK ONE: Warehouse Store Front Other _____

CHECK ONE: Corporation Partnership Sole Proprietorship _____ State Reseller's Permit No. _____

Listed D&B? Yes No _____ Other Credit Bureau? _____

President or Owner/Partner _____ Social Security No. _____

Vice President or Owner/Partner _____ Social Security No. _____

Treasurer or Owner/Partner _____ Social Security No. _____

Secretary or Owner/Partner _____ Social Security No. _____

Accounts Payable Contact _____ Telephone _____

CREDIT REQUIREMENTS:

Authorized Purchasing Agent _____ Credit Amount Requested \$ _____

Telephone _____ Fax _____

Address _____

Superior Sales Representative:

BANK REFERENCE:

1) Bank _____ Account No. _____
Address _____
Telephone _____ Fax _____ Contact _____
Bank Credit Line _____ Secured: Yes No
Personal Guarantee: Yes No

2) Bank _____ Account No. _____
Address _____
Telephone _____ Fax _____ Contact _____
Bank Credit Line _____ Secured: Yes No
Personal Guarantee: Yes No

3) Bank _____ Account No. _____
Address _____
Telephone _____ Fax _____ Contact _____
Bank Credit Line _____ Secured: Yes No
Personal Guarantee: Yes No

TRADE REFERENCE: (Credit limit with trade reference should be as high as requested Superior credit.)

1) Company _____ Contact _____
Address _____
Telephone _____ Fax _____ Doing Business with Applicant since _____
Customer No. _____ Credit Limit _____
 UCC Filings Personal Guarantee None

2) Company _____ Contact _____
Address _____
Telephone _____ Fax _____ Doing Business with Applicant since _____
Customer No. _____ Credit Limit _____
 UCC Filings Personal Guarantee None

3) Company _____ Contact _____
Address _____
Telephone _____ Fax _____ Doing Business with Applicant since _____
Customer No. _____ Credit Limit _____
 UCC Filings Personal Guarantee None

4) Company _____ Contact _____
Address _____
Telephone _____ Fax _____ Doing Business with Applicant since _____
Customer No. _____ Credit Limit _____
 UCC Filings Personal Guarantee None

TERMS AND CONDITIONS:

Legal Name _____		DBA/Trade Name _____
Mailing Address _____		
Shipping Address _____		
Telephone _____	Fax _____	Date _____
Federal ID _____	Tax Resale No. (provide copy) _____	State _____

- 1) Upon approval of this application, Superior, in its sole direction, will assign Applicant a maximum credit line and shall have the right to increase, decrease or terminate Applicant's credit privileges under this application at any time without prior notice to Applicant, except as otherwise provided by law.
- 2) Payment of the purchase price for goods and/or services acquired from Superior shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due on all invoices shall become due to Superior in full immediately upon default in the payment of any invoice.
- 3) Applicant agrees to pay interest in the amount of 1.5 percent per month, or the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected.
- 4) Applicant hereby certifies that the information furnished under this application and on any further statements furnished in connection herewith, is true and correct and that this information is being furnished to Superior for the purpose of inducing Superior to extend credit to Applicant, and understands that Superior intends to rely upon such information as correct.
- 5) **WAIVER:** The failure of Superior 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 terms, covert condition or the future exercise of such right.
- 6) **SUPERIOR EXPENSES:** Applicant shall pay Superior all costs and expenses including without limitations reasonable attorney's fees of not less than 25 percent of amount owed, and the fees of any collection agency and court costs, incurred by Superior in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provision hereunder.
- 7) **GENERAL:**
 - a) 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.
 - b) If any provision of this agreement is unenforceable, such unenforceable provision shall not affect the remainder of this agreement unless a failure of consideration would thereby result.
 - c) This document and the rights and duties of the parties shall be governed and interpreted according to the laws of the State of California.
 - d) This agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns.
 - e) The rights and remedies granted herein are non-exclusive to those otherwise available under Law of Equity.
 - f) The terms and conditions of this contract and of any sales and payments made pursuant hereto are performable in Los Angeles County, California.
 - g) Unless otherwise agreed in writing both parties, there shall be no right of offset by either party.

Full Firm Name _____	Signature of Authorized Agent/Officer _____	Date _____
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PERSONAL GUARANTEE:

For consideration received and as further incentive for Superior Communications, Inc. (hereinafter "Creditor") to advance credit to _____, located at _____ (hereinafter "Borrower"), the undersigned (hereinafter "Guarantor"), jointly and severally, continually guarantees complete and timely payment of any liability that the Borrower owes to the Creditor now and from time to time hereafter.

Upon nonpayment by the Borrower of a payment properly due and owing to the Creditor, the Creditor may move against the Guarantor without the need to move first against the Borrower. Within five days' written notice by Creditor, the Guarantor shall pay any and all indebtedness, damages, costs and expenses due Creditor by Borrower and shall perform any and all duties and obligations of Borrower to Creditor.

Furthermore, the Guarantor shall continue to be obligated on this guarantee until it is revoked in writing by both the Guarantor and the Creditor. This agreement shall be binding and shall attach to the successors and assigns of the Guarantor.

If any payment of the liability hereunder is not paid when due, the entire unpaid amount, together with interest in the amount of 1.5 percent per month, or the highest rate permitted by law, whichever is less, shall become due and payable at the election of the Creditor. Upon default of any of the obligations set forth herein, Guarantor authorizes and empowers any attorney, Justice of the Peace, or Clerk of Court of Record in any Jurisdiction, to enter a stipulation for entry of judgment against such Guarantor, jointly and severally, in favor of the Creditor or its assigns, for the full amount due, plus all costs of collections, including, without limitation, court costs and reasonable attorney's fees. Each Guarantor expressly waives notice from Creditor of its acceptance and reliance on this personal guarantee, notice of sales made to Borrower, and notice of default by Borrower. The undersigned expressly acknowledges that amendment or modification of the credit account or the renewal or extension of any indebtedness of Borrower shall not in any manner release, affect or impair the Guarantor's liability under this agreement.

If any one or more of the words or terms of this Note shall be held to be indefinite, invalid, illegal, or otherwise unenforceable, in whole or in part, for any reason, by any court or competent jurisdiction, the remainder of this Note shall continue in full force and effect and shall be construed as if such indefinite, invalid, illegal or unenforceable works or terms had not been contained therein.

Name

Name

Date

Date

Drivers License No.

Drivers License No.

Signature

Signature

Witnessed by Notary

Date

Seal: