



### CREDIT APPLICATION

The undersigned company is applying for credit with Gentek Media, Inc. and agrees to abide by the standard terms and conditions of as printed on page two of application.

#### ORGANIZATIONAL INFORMATION

Company name \_\_\_\_\_ DBA (if different) \_\_\_\_\_

Billing Address \_\_\_\_\_

Shipping Address (if different) \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Contact person \_\_\_\_\_ Accounts Payable person \_\_\_\_\_

Type of business \_\_\_\_\_ No. Of employees \_\_\_\_\_ Date established \_\_\_\_\_

Types of products you will purchase \_\_\_\_\_

Amount of credit requested \$ \_\_\_\_\_

You are a:     CORPORATION    State \_\_\_\_\_     PARTNERSHIP     SOLE PROPRIETORSHIP

Names, titles, and addresses of your three chief corporate officers or partners (if applicable)

Name _____	Name _____	Name _____
Title _____	Title _____	Title _____
Address _____	Address _____	Address _____
Phone _____	Phone _____	Phone _____

Name and address of your resident agent (if Corporation) \_\_\_\_\_

Are you sales tax exempt?     Yes     No    State Resale No.\* \_\_\_\_\_  
\*Upon credit approval, a valid Certificate of Resale will be required.

Have you ever had credit with us before?     Yes     No    If yes, under what name? \_\_\_\_\_

Purchase order required?     Yes     No

Names of those authorized to make purchases \_\_\_\_\_

#### TRADE REFERENCES

Name _____	Name _____	Name _____
Address _____	Address _____	Address _____
Phone _____	Phone _____	Phone _____
Fax _____	Fax _____	Fax _____

#### BANK REFERENCES

Name _____	Name _____
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
Account No. _____ <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Account No. _____ <input type="checkbox"/> Checking <input type="checkbox"/> Savings
Phone _____	Phone _____



**CREDIT APPLICATION**

**GENERAL TERMS, CONDITIONS AND PERSONAL GUARANTEE FOR CREDIT ACCOUNT**

1. Gentek Media, Inc. shall have no liability to Buyer for loss or damage arising out of delay in shipment, partial shipment or non shipment if caused by contingencies beyond Seller's control, including without limitations, acts of God, fires, floods, labor disputes, governmental action and inability to obtain materials, supplies, equipment or transportation.
2. Buyer shall make payments in respect to the approved credit terms. Past due balances will be subject to a 2% monthly charge. All checks will be received and credited subject to final clearance at par. A \$25 fee will be charged for each returned check.
3. Buyer shall pay all taxes and charges of any nature imposed by any federal, state or local government authority by reason of sale of goods from Gentek Media, Inc., whether levied or assessed against Seller, Buyer or the goods.
4. Gentek Media, Inc. has the right to notify Buyer's clients when Buyer defaults on payment.
5. Buyer has no right to hold on the payment for a shipment of goods when there should be any dispute on a different shipment.
6. Notwithstanding any other terms of payment specified, any amounts owing Seller shall be due and payable immediately if: (i) Buyer ceases doing business, terminates its existence or enters into liquidation; (ii) Buyer becomes insolvent; (iii) a receiver is appointed to hold, manage or operate Buyer's property or business; (iv) there is an assignment of Buyer's property or business for the benefit of creditor's; or (v) proceedings are instituted by or against Buyer under any bankruptcy or insolvency law.
7. Exchanges and/or refunds are allowed at the discretion of Gentek Media, Inc. All of the following conditions must be met before any consideration will be given to a return and/or credit: (i) Buyer, within 7 days after delivery, has notified Seller of the claimed failure of goods to conform to the description; (ii) Goods have not been modified, reversed, unpacked or otherwise processed; (iii) Seller has given instructions for the return of the goods.
8. If the goods were obtained for the Buyer on special order, no returns will be accepted unless Seller has consented in written to accept return of goods.
9. Unless otherwise indicated on the order, all shipments are F.O.B. shipping point.
10. **PERSONAL GUARANTEE:** The undersigned Applicant, in its individual capacity (even though a title or other designation may be placed next to the signature), unconditionally guarantees and promises to pay to Gentek Media, Inc. all indebtedness of the Applicant at any time arising under or relating to this application and/or the Customer Agreement, as well as any extensions, increases, or renewals of that indebtedness. As guarantor, the Applicant waives (i) presentment, demand, protest, notice of protest, and notice of non-payment; (ii) any defense arising by reason of any defense of the Applicant or other guarantor; and (iii) the right to require Gentek Media, Inc. to proceed against Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify guarantor of any additional indebtedness incurred by the Applicant, or of any changes in the Applicant's financial condition. Applicant also authorizes Gentek Media, Inc., without notice or prior consent, to (i) extend, modify, compromise, accelerate, renew, increase or otherwise change the terms of the guaranteed indebtedness; (ii) proceed against one or more guarantors without proceeding against the Applicant or another guarantor; and (iii) release or substitute any Applicant, Co-Applicant and/or any guarantor. The Applicant agrees to pay costs of Gentek Media, Inc. and attorneys' fees in enforcing this guaranty.
11. Buyer will be responsible for any attorney fees, collection expenses, court fees and interests incurred should it be necessary for Gentek Media, Inc. to commence legal action to collect monies owed by the Buyer. All disputes are to be resolved at the Superior Court of California, County of San Bernardino.
12. An electronic facsimile of the Applicant's signature, in any capacity, may be used as evidence of Applicant's agreement to the terms described here within.
13. This agreement is made under and shall be governed by the laws of the State of California.

**AUTHORIZATION AND AGREEMENT**

**Under penalty of perjury, I represent that the information provided is true and is given to induce to extend credit to the applicant. My company and I authorize to make such credit investigation as sees fit, including contacting the above trade references, banks and to obtain credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose any and all information concerning the financial and credit history of the company and myself.**

*I have read the terms and conditions stated above and agree to all of these terms and conditions.*

<b>Company</b>	<b>Company</b>
<b>Authorization Signature</b>	<b>Authorization Signature</b>
<b>Printed Name</b>	<b>Printed Name</b>
<b>Title</b>	<b>Title</b>
<b>Date</b>	<b>Date</b>



## CREDIT APPLICATION

### PERSONAL INFORMATION OF APPLICANTS

Company name \_\_\_\_\_ DBA (if different) \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

#### Company Owner One

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Home Phone \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Driver License Number/State \_\_\_\_\_ Social Security Number \_\_\_\_\_

Under penalty of perjury, I represent that the information provided is true and is given to induce to extend credit to the applicant. My company and I authorize to make such credit investigation as sees fit, including contacting the above trade references, banks and to obtain credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose any and all information concerning the financial and credit history of the company and myself.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

#### Company Owner Two

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Home Phone \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Driver License Number/State \_\_\_\_\_ Social Security Number \_\_\_\_\_

Under penalty of perjury, I represent that the information provided is true and is given to induce to extend credit to the applicant. My company and I authorize to make such credit investigation as sees fit, including contacting the above trade references, banks and to obtain credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose any and all information concerning the financial and credit history of the company and myself.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

#### Company Owner Three

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Home Phone \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Driver License Number/State \_\_\_\_\_ Social Security Number \_\_\_\_\_

Under penalty of perjury, I represent that the information provided is true and is given to induce to extend credit to the applicant. My company and I authorize to make such credit investigation as sees fit, including contacting the above trade references, banks and to obtain credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose any and all information concerning the financial and credit history of the company and myself.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**\* Photocopies of Driver Licenses and Social Security Cards of each applicant signed above are required.**