



The PowerStore, Inc.
 12621 East FM917, Alvarado,
 Texas 76009

Credit Application

PLEASE TYPE OR PRINT CLEARLY					
Office Address:			Billing Address:		
Company Name			Company Name		
Dba			Street Address		
Street Address			State		
City	State	Zip	City	State	Zip
Telephone			Email		
Email			Does State, County or City Require a License? <input type="checkbox"/> Yes <input type="checkbox"/> No		
			If Yes, License # _____		

General Information			
Company Composition <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Other		State of Incorporation	
Dun & Bradstreet (D&B) No.	At Present Location Since Date	Are Premises leased? <input type="checkbox"/> Yes <input type="checkbox"/> No	Amount of Credit Desired
Type of Business (Primary Web Site)		(Other and/or Previous Web Sites)	
Date in Business	Estimated Number of Employees	Tax ID Number (FEI#)	Tax Exemption Certificate number if applicable

Please submit Resale Certificate on Financial Options page

Purchasing Information			
Is a Purchase Order required: <input type="checkbox"/> Yes <input type="checkbox"/> No		Do you wish to restrict charge sales to certain people? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, list authorized names:			
Purchasing Agent	Fax	Email	Phone No. & Extension
Accounts Payable Contact	Fax	Email	Phone No. & Extension

Bank Information			
Bank Name	Branch Name	Bank Contact Officer	Phone No. & Extension
Bank Address	City	State Zip	Type of Account and Account No.

EXHIBIT 1

Owner/Officer's Information

Please provide the following information on Owners, Partners, Principal Officers, Majority Shareholders (if a corporation) and Members (if an LLC). Information not required for publicly traded companies.

Name	Title or Capacity		
Home Address	City	State	Zip
Social Security	Phone Number		
Name	Title or Capacity		
Home Address	City	State	Zip
Social Security	Phone Number		
Name	Title or Capacity		
Home Address	City		
Social Security	Phone Number		

Business References Where Credit is Currently Extended

Name	Fax Number		
Address	Phone Number		
City	State	Zip	Contact Name
Name	Fax Number		
Address	Phone Number		
City	State	Zip	Contact Name
Name	Fax Number		
Address	Phone Number		
City	State	Zip	Contact Name

Primary Secured Creditor

Primary Secured Creditor if other than Primary Bank			
Mailing Address			
City	State	Zip	
Contact	Account Number		
Phone Number	Fax Number	E-mail	

EXHIBIT 2

Terms and Conditions

The PowerStore Inc. Terms and Conditions of Sale

All quotations (valid for a time period of 30 days only) by TPS and orders made by Buyer for products are subject to these Terms and Conditions set forth herein.

- 1. Sale.** The PowerStore Inc, a Texas corporation, ("TPS") hereby agrees to sell to the party (the "Buyer") described as the buyer in an order to purchase products ("Purchase Order"), and the Buyer agrees to purchase from TPS, certain products (the "Products") described in such Purchase Order on the terms and conditions set forth below.
- 2. Purchase Price and Payments.** The Buyer will pay TPS the price (the "Purchase Price") for Products specified in the Purchase Order within 30 days after the invoice date. All payments under any invoice shall be made to TPS in U.S dollars by wire transfer or check, without any set-off or counterclaim, at the bank or at the address specified on TPS's invoice.
- 3. Past Due Amounts.** If the Buyer fails to pay the Purchase Price or other amounts owing pursuant to the TPS invoice on the due date, the Buyer will pay interest on the amount due at the rate of 1.5% per month (18% per annum), compounded on the last day of each and every month; provided that notwithstanding the foregoing, the rate of interest payable under this Agreement will not be higher than the highest rate of interest permitted by applicable law. The Buyer will also pay any collection agency fees that TPS incurs as a result of past due amounts. Returned, dishonored or NSF checks will incur and additional \$25 fee.
- 4. Credit Reports.** The Buyer authorizes TPS from time to time to obtain one or more credit reports from any reporting agency and to obtain information regarding the buyer from any bank or creditor of Buyer, including, but not limited to, each of the credit references listed in section IV. The Buyer further authorizes each of the banks or creditors to give to TPS from time to time any and all necessary information that will aid TPS in its credit investigation. The Buyer further authorizes TPS to reinvestigate credit status from time to time, as TPS deems necessary. TPS reserves the right to limit, terminate, or change the terms of any extension of credit to Buyer at TPS' sole discretion. The Buyer authorizes TPS to act as a credit reference for Buyer by responding to inquiries from other creditors or potential creditors of Buyer regarding transactions or experiences with the Buyer.
- 5. Taxes.** The Buyer will be liable for, and will indemnify, defend, and hold harmless TPS from and against, all duties, tariffs, levies, taxes (including without limitation sales, use and withholding taxes), and other public charges arising in relation to the sale or delivery of the Products.
- 6. Delivery.** Unless otherwise agreed in writing, TPS will deliver the Products FCA point of shipment, unless expressly stipulated otherwise in writing. Risk of loss or damage, and title, to the Products will pass to the Buyer upon delivery of the materials to Buyer or Carrier, whichever occurs first. Any time or date for delivery specified in a Purchase Order or acknowledgement of such Purchase Order is an estimate only, and TPS will not be liable to Buyer for the consequences of any delay.
- 7. Inspection and Acceptance.** The Buyer shall, not later than 5 business days following receipt of any of the Products, notify TPS of any discrepancies in the quantity or quality of those Products. If the Buyer fails to provide such notice to TPS within such period of time, without prejudice to Section 13 below, those Products shall be conclusively deemed to have been received and accepted by the Buyer without defects.
- 8. Suspension of Delivery and Force Majeure.** TPS shall not be in breach of any of its obligations where the failure to perform or delay in performance is due, wholly or in part, directly or indirectly, upon the occurrence of any Act of God, acts of governmental bodies or agencies foreign or domestic, sabotage, fire, floods, earthquakes, explosions or other catastrophes, accidents, freight embargos, delays occasioned by carriers, delays of a supplier of TPS, strikes, lockouts, labor unrest, labor shortages, manufacturing breakdowns or any other event beyond the control of TPS.
- 9. Special Order, custom-built and non-stock items.** Custom-built, specially-manufactured, and non-stock items ordered by Buyer shall be non-cancelable and non-returnable. This includes all drop shipments directly from the manufacturer.
- 10. Returns.** Products normally carried as stock in TPS inventory which have been shipped as ordered may be returned "unused" within 30 days from the date of purchase for credit only upon TPS's prior written authorization. All such returned products must be accompanied by a copy of the invoice and a Return Merchandise Authorization (RMA) from TPS for a restocking charge in the amount of 20% of the Purchase Price to be subtracted from the value of the return. In addition to "unused", the Product must not have been installed or connected to electrical power, must be in original packaging and only full kits may be returned, no partial kits will be accepted. Buyer is responsible for proper packaging to insure safe return. Buyer is also responsible for all freight charges associated with returning products to TPS and assumes all risk in the return transport; including loss and/or damage. All returns are subject to a final count and inspection by TPS upon arrival. Credit will not be issued for damaged products, used products, items with missing parts, obsolete products, or in the event that the Product is received in a condition that prevents it being sold as new.
- 11. Title and Risk of loss.** The Products will be at Buyer's risk from the time of delivery. Ownership of the products will only pass to Buyer once full payment has been received by TPS, including delivery charges. Until title to the Products has passed to Buyer, the Buyer must: (a) hold the Products on a fiduciary basis as our bailee, (b) store the products separately from all other goods held by Buyer so that they remain readily identifiable as TPS property, (c) not remove, deface or obscure and identifying mark or packaging relating to the Products, (d) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery, (e) notify TPS immediately if you become aware of an inability to pay for whatever reason, and (f) give TPS such information relating to the Products as we may require from time to time. Buyer may resell or use the Products in the ordinary course of your business. If, before title to the Products passes to Buyer, Buyer or TPS becomes aware of any reason that payment cannot be fulfilled within the 30 day period, (or otherwise agreed by TPS), then, provided the Products have not been resold, and without limiting any other right or remedy we may have, TPS may at any time require the Buyer to return the Products and, if Buyer fails to do promptly, enter your premises or of any third party where the Products are stored in order to receive them.
- 12. Buyer's Specifications.** Where the Buyer is to provide specifications, the Buyer will provide such specifications within reasonable time so as to enable TPS to complete the design, form and materials of the Products to an extent which the Buyer can reasonably be expected to accept; and provided that this does not result in a fundamental transformation of the Products. Claims arising from or due to specifications, drawings or designs supplied by the Buyer, including, without limitation,

intellectual property infringement claims, shall be the sole responsibility, and will be dealt with at the sole expense, of the Buyer, and the Buyer shall indemnify, defend and hold harmless TPS from and against all actions, causes of action, damages, losses, injury, costs, expenses, and liabilities whatsoever, (collectively, the "Claims and Liabilities") arising out of or by virtue of any such claim.

13. **Disclaimer.** TPS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER CONCERNING THE MATERIALS AS IS. TPS DOES NOT ADOPT OR AFFIRM ANY OF THE WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY ANY OF THE MANUFACTURERS OF ANY OF THE MATERIALS DESCRIBED HEREIN. TPS SHALL NOT BE LIABLE TO BUYER OR BUYERS' CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, TPS'S LIABILITY SHALL NEVER EXCEED THE PURCHASE PRICE OF THE GOODS WHICH ARE THE SUBJECT OF THE CLAIM, WHETHER OR NOT SUCH GOODS HAVE BEEN INSTALLED OR MADE PART OF AN IMPROVEMENT TO REAL OR PERSONAL PROPERTY.
14. **No Variations; Buyer Forms.** If the Buyer issues any Purchase Order or similar instrument in respect of the Products containing terms and conditions different from the terms and conditions of this Agreement, and TPS does not specifically acknowledge its acceptance of such different terms and conditions in writing, the different terms and conditions of the Buyer shall be deemed to be of no force and effect and the Buyer shall be deemed to have accepted the terms and conditions of this Agreement.
15. **Amendment and Waiver.** No amendment, supplement, consent or waiver, express or implied, to or of any provision of this Agreement will be effective unless in writing signed by the parties hereto and then only in the specific instance and for the specific purpose given.
16. **Assignment.** The Buyer will not assign or transfer this Agreement or any of its rights hereunder without TPS's prior written consent, which consent may be withheld at TPS's sole discretion.
17. **Law.** This Agreement will be governed by and interpreted exclusively in accordance with the laws of the State of Texas, without reference to provisions concerning conflicts of laws. The provisions of the *United Nations Convention on Contracts for the Sale of Goods* are hereby excluded.
18. **Arbitration.** Any controversy or claim arising out of relating to this Agreement, or the breach of it, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Fort Worth Texas, United States of America. There shall be one arbitrator.
19. **Severability.** If any provision of this Agreement is found by any court or arbitrator to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected thereby.
20. **Entire Agreement.** Unless a separate written agreement is entered into between TPS and Buyer either modifying these terms and conditions or setting forth which terms will control, this Agreement constitutes the entire contract between the parties concerning the subject.
21. **Attorney Fees.** Buyer will pay all costs of collection including, but not limited to, reasonable attorney fees should all or any part of this account be placed for collections.

Credit Card Payment Authorization

As a convenience to our customers, The Powerstore, Inc. will allow customers to pay their account balance, by statement, each month with a credit card. You may also use your credit card to pay any over terms balances to protect your good credit.

Major Credit Card	Credit Card Number
Name on Card	Expiration Date

I authorize The Powerstore, Inc. to bill all current and any past due balances, including a service charge equal to 2.5% of the total purchase price, and legal fees that may be incurred, to the credit card listed above.

Acceptance and Approval

Signing this agreement indicates your acceptance of the Terms and Conditions as stated, and Credit Card Payment Authorization. In addition, you further authorize **The Powerstore, Inc.** to obtain credit reports on each individual listed above as owner, partner, principal officer, shareholder or member. I represent and warrant to The Powerstore, Inc. that the information provided in this credit application is correct, complete and not misleading in any way.

Name of Buyer's Authorized Representative	Title or Position	
Agreed and Accepted, Signed	Phone No. & Extension	Date

This document must be signed before it is submitted to The Powerstore, Inc. Finance Department.

(A facsimile of this application will be considered as the original)

EXHIBIT 3

PERSONAL GUARANTY OF BUSINESS CREDIT

For value received, each of the undersigned persons hereby personally and individually, jointly and severally, guarantees payment when due of all indebtedness now due or which may become due by _____ "Buyer" to The Powerstore, Inc. even though from time to time there may be no indebtedness owing by Buyer. This personal guaranty is unlimited in amount and shall apply to all balances arising from sales to Buyer under the above Terms and Conditions. Each of the undersigned waives all notices with respect to this guaranty and waives acceptance of this guaranty by The Powerstore, Inc. Each of the undersigned hereby subordinates any indebtedness owed to the undersigned by Buyer and any right of subrogation or contribution against Buyer or any other guarantor until all indebtedness has been paid and satisfied in full. Each of the undersigned agrees to pay all costs of collection, including, but not limited to, reasonable attorneys fees after default by the undersigned hereunder. Each of the undersigned authorizes The Powerstore, Inc. to check the undersigned's credit and employment history from time to time to obtain one or more consumer reports regarding the undersigned.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____