



Bay Advanced Technologies, LLC  
8100 Central Avenue, Newark, CA 94560  
www.BayAT.com

(510) 857.0900  
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DATE

# APPLICATION FOR CREDIT AND PURCHASE AGREEMENT

|  |                                   |  |  |                               |                                   |
|--|-----------------------------------|--|--|-------------------------------|-----------------------------------|
| APPLICANT ENTITY LEGAL NAME              |                                   | PHONE  | FAX (FOR INVOICES)   |                               |                                   |
| BILLING ADDRESS                          |                                   | AMOUNT OF CREDIT LINE DESIRED  |  |                               |                                   |
| SHIPPING ADDRESS                         |                                   |  |  |                               |                                   |
| TAX I.D. NUMBER OR SOCIAL SECURITY NO.   | SIC CODE                          | TAXABLE?<br>YES <input type="checkbox"/> NO <input type="checkbox"/><br>(IF NO, ATTACH RESALE) | ENTITY FORM:<br>SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION/LLC <input type="checkbox"/> |                               |                                   |
| STATE / YEAR INCORPORATED OR ESTABLISHED | PRIMARY PRODUCT                   | OWNERSHIP:<br><input type="checkbox"/> PRIVATELY HELD <input type="checkbox"/> PUBLICLY HELD   |  |                               |                                   |
| NAME, ADDRESS OF KEY OFFICER / OWNER     |                                   |  | KEY OFFICER/ OWNER SOC SEC. #  |                               |                                   |
| NAME AND ADDRESS OF PARENT COMPANY       |                                   |  | RELATIONSHIP TO PARENT:<br>SUBSIDIARY <input type="checkbox"/> DIVISION/ BRANCH <input type="checkbox"/>                                   |                               |                                   |
| BANK NAME AND ADDRESS                    | ACCT. NO.                         | PHONE  | SAVINGS <input type="checkbox"/>   | LOAN <input type="checkbox"/> | CHECKING <input type="checkbox"/> |
| BANK NAME AND ADDRESS                    | ACCT. NO.                         | PHONE  | SAVINGS <input type="checkbox"/>   | LOAN <input type="checkbox"/> | CHECKING <input type="checkbox"/> |
| <b>CREDIT REFERENCES</b>                 | <b>VENDOR NAME/CONTACT PERSON</b> | <b>AREA CODE &amp; PHONE NO.</b>   | <b>AREA CODE &amp; FAX NO.</b>   | <b>CITY, STATE AND ZIP</b>    |                                   |
|  |                                   |  |  |                               |                                   |
|  |                                   |  |  |                               |                                   |
|  |                                   |  |  |                               |                                   |
|  |                                   |  |  |                               |                                   |

I certify that the above information is complete, true, and correct to the best of my knowledge and belief. I further certify that I am an Officer, Partner, or Owner of the captioned business; and I agree to make all remittance within thirty (30) days and to make no deduction from remittance except for authorized credit memos. I authorize the above bank and trade references to release information about my credit history to Bay Advanced Technologies, LLC and it is agreed that a copy of this authorization is as good as the original. I further agree to provide Bay Advanced Technologies, LLC with updated credit information upon request. In the event that legal action is necessary, it is agreed upon that the venue for all action will be in the County of Alameda, State of California, and that all sales made under this agreement are covered by the laws of the State of California, I further agree to pay any and all expenses incurred by Bay Advanced Technologies, LLC in the event of legal action include but not limited to collection fees, attorney's fees, and accountant's fees, etc. As necessary to satisfy delinquent payments.

\_\_\_\_\_  
NAME OF AUTHORIZED APPLICANT REPRESENTATIVE

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_                      \_\_\_\_\_  
TITLE                                      DATE

IF CHECKED, ATTACH MOST RECENT CPA PREPARED FINANCIAL STATEMENT       IF CHECKED, ATTACH PERSONAL GUARANTEE OF KEY OFFICER/OWNER

**REMIT TO:**  
**BAY ADVANCED TECHNOLOGIES**  
**P.O. BOX 79422**  
**CITY OF INDUSTRY, CA 91716-9422**

## Terms of Sale

### GENERAL

The following terms and conditions, including those on the front side of this document, shall constitute the entire Agreement for the purchase and sale of Bay Advanced Technologies, LLC's products. Any acceptance contained herein is made expressly conditional upon the Purchaser's assent to the terms which are different from, in addition to, or vary the terms contained in the Purchaser's purchase order or request for quotations. Such assent shall be deemed to occur upon the failure of the Purchaser to object in writing specifically to such term or terms within 14 days from the receipt hereof. Any terms and conditions contained in the Purchaser's purchase order or request for quotation which are different from, in addition to, or vary from Bay Advanced Technologies, LLC's terms and conditions shall not be binding upon Bay Advanced Technologies, LLC and Bay Advanced Technologies, LLC hereby objects thereto.

### CHANGES

Prior to the date of delivery of any product or products hereunder, the Purchaser shall have the right to make changes in its order provided that Bay Advanced Technologies, LLC receives written notice of the desired changes and accepts the same and provided further that the Purchase accepts the additional charge therefore that is determined by Bay Advanced Technologies, LLC. Changes which interfere with or alter Bay Advanced Technologies, LLC's production schedules will not be acceptable unless the time for performance is extended for such period as deemed necessary by Bay Advanced Technologies, LLC. Failure of Bay Advanced Technologies, LLC to accept a Purchaser's request to change its purchase order shall not be cause for Purchaser's cancellation of this order except upon payment of a cancellation charge to be determined by Bay Advanced Technologies, LLC.

- (a) Bay Advanced Technologies, LLC shall have the absolute right to cancel this Agreement upon breach thereof by the Purchaser, failure by the Purchaser to make any payment required by this Agreement, or the insolvency of bankruptcy of the Purchaser.
- (b) A purchase order or any part thereof which is hereby accepted by Bay Advanced Technologies, LLC may not be cancelled unless and until Bay Advanced Technologies, Inc. receives written notice of the cancellation, has determined the additional charge to be made and the same has been accepted and paid by the Purchaser. Upon receipt of a notice of cancellation, Bay Advanced Technologies, LLC shall be entitled to take whatever action it deems necessary and advisable to minimize cancellation charge. **PRODUCT RETURNS/WARRANTY**
- (a) Bay Advanced Technologies, LLC warrants, except as hereinafter provided, each product sold hereunder which is assembled by it to be free from defects in assembly under normal use and service for a period of one year after shipment thereof to the original purchaser.
- (b) BAY ADVANCED TECHNOLOGIES, LLC WARRANTY EXTENDS ONLY TO PRODUCTS ASSEMBLED BY IT AND IS, TO THE EXTENT PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY PRIOR WRITTEN OR ORAL REPRESENTATIONS REGARDING SUCH PRODUCTS MADE BY BAY ADVANCED TECHNOLOGIES, LLC ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.
- (c) PRODUCTS OR COMPONENTS THEREOF, SUPPLIED BY ANY OTHER PARTY TO BAY ADVANCED TECHNOLOGIES, LLC WHICH ARE NOT ASSEMBLED BY BAY ADVANCED TECHNOLOGIES, LLC ARE COVERED ONLY BY THE INDIVIDUAL WARRANTY OF SUCH OTHER PARTY. COPIES OR SUCH WARRANTIES WILL BE FURNISHED UPON REQUEST.
- (d) Bay Advanced Technologies, LLC reserves the right to inspect products claimed defective under warranty either at the Purchaser's location or at Bay Advanced Technologies' location in Newark, California. No product is to be returned to Bay Advanced Technologies, LLC unless authorized by Bay Advanced Technologies, LLC with issuance of an RMA number. This number must be prominently marked on the outside of the shipping container. Restocking charges may apply to any returned material. Products so returned shall be returned to Bay Advanced Technologies, LLC's plant, freight prepaid. Any product proving defective due to faulty assembly within one year from date of shipment will be replaced or repaired free of charge, F.O.B. Bay Advanced Technologies, LLC's plant, Newark, California. Bay Advanced Technologies, LLC. assumes no liability for labor charges incidental to the adjustment service, to Bay Advanced Technologies, LLC's prior written consent. Bay Advanced Technologies, LLC at its option may ship a replacement or replacements immediately under standard billing and make warranty adjustment after inspection of the defective product by means of credit memorandum.

### DELAYS

Bay Advanced Technologies, LLC shall not be liable of damages or delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by an agency of the United State Government, fires, flood, storms, and other acts of God, accidents, strikes, insurrections, war, shortage of materials, lack of transportation and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of Bay Advanced Technologies, LLC to perform for these reasons aforesaid shall not be grounds for Purchaser's cancellations of its order by the delivery date shall be extended accordingly.

### LIMITATION OF LIABILITY

No claim made hereunder by the Purchaser, whether as to goods delivered for non-delivery shall be greater than the purchase price of the goods in respect of which such claim is made, and Bay Advanced Technologies, Inc. shall under no circumstances be liable for consequential damages.

### MISCELLANEOUS

- (a) This Agreement may not be assigned or otherwise transferred by Purchaser without the prior written consent of Bay Advanced Technologies, LLC and any such assignment or transfer without such prior written consent shall be null and void and of no force or effect whatsoever.
- (b) Bay Advanced Technologies, LLC's failure to insist, in one or more instances, upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of its right to such performance or the future performance of such term or terms and Purchaser's obligation with respect thereto shall continue in full force and effect.
- (c) Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid, to the other party thereto at its respective address first above written. Any such notice, if so mailed, shall be deemed to have been received on the third business day following such mailing. Either party hereto may change its address for notice purposes by written notice to the other party.
- (d) The paragraph headings in the Agreement are used for convenience only. They form no part of this Agreement and are in no way intended to alter or affect the meaning of this Agreement.
- (e) This Agreement may be amended at any time by mutual agreement of the parties hereto by an endorsement to this Agreement signed by each of them.
- (f) The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions.
- (g) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- (h) We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

### TAXES

All applicable federal, state or local sales, use, or excise taxes are the responsibility of the Purchaser and shall be in addition to the price or prices stated on the front side of this document unless otherwise specifically stated. Bay Advanced Technologies, LLC shall have the right to invoice separately any such tax as may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which the same applies.

### PAYMENT TERMS

- (a) CASH PAYMENT: Net 30 days. A service charge at the maximum rate allowed by law will be charged on balances which are over 30 days.
- (b) F.O.B. Shipping Point unless otherwise stated.