

Confidential Credit Application & Sales Agreement

This agreement is made between Hypercel Corporation, also referred to as Hypercel, and the Customer completing this form. The Customer certifies that all information provided is true and correct. Customer authorizes Hypercel to contact any references given, and to inquire about credit history. This document supersedes all proposals, oral or written. Customer further agrees to notify Hypercel in writing within five days of any change.

Account Manager:

Ext:

Legal Name of Firm			
DBA - Name of Parent Company <i>(If subsidiary)</i>			
Business Mailing Address	Street: City:	State:	Zip Code:
Business Shipping Address	Street: City:	State:	Zip Code:
Contact Person	Name: Phone:	Email: Fax:	
Contact Person A/P			
Type of Business <i>(Check all that apply)</i>	Corp. <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>	Partnership <input type="checkbox"/>
	Retailer <input type="checkbox"/>	Mass Merch. Distributor <input type="checkbox"/>	E-commerce <input type="checkbox"/>
	Number of Locations:		Years Established:
Time at Present Location	Yrs Own <input type="checkbox"/> Rent <input type="checkbox"/> Warehouse <input type="checkbox"/> Storefront <input type="checkbox"/> Other: <input type="checkbox"/>		
President	Name:	Ph:	Fax:
Sole Prop/ Partnership Owner/ Partner	Address:	City:	State: Zip Code:
	Name:	Ph:	Fax:
	Address:	City:	State: Zip Code:
Listed in Dun & Bradstreet	Yes <input type="checkbox"/> No <input type="checkbox"/>	D&B #	Other Credit Bureau:
Tax Resale Number <small>*Please attach Resale/Tax Exemption Certificate (for CA - please fill-out page 3 of this application)</small>	#	State:	Federal ID:
Trade References (3 Required) Your Credit Limit with Trade References should be at least as high as what you are requesting from Hypercel.	1)Name: Address:	Phone: City:	Fax: State: Zip Code:
	2)Name: Address:	Phone: City:	Fax: State: Zip Code:
	3)Name: Address:	Phone: City:	Fax: State: Zip Code:

Authorization (Required):

Customer authorizes release of the above information and/or any attachment to Hypercel.

Company Name:

Date:

Printed Name:

Signature:

Terms and Conditions of Sale

These Terms and Conditions constitute a binding contract between Customer and Hypercel and are referred to herein as either “Terms and Conditions” or this “Agreement.” Customer accepts these Terms and Conditions by making a purchase from Hypercel. These Terms and Conditions are subject to change without prior notice, unless otherwise agreed in writing by Hypercel and Customer. Customer consents to receiving electronic records, which may be provided via a web browser or email. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Authorization for Use of Credit Card

Card Information	Card Number: Security Code: Expiration Date: Cardholder Name: Company Name: Billing Address:
Photocopy of Credit Card	Photocopy of Driver's License

I authorize Hypercel to charge my purchase on the above Credit Card by signing the bottom of this page. In choosing to use this card as a method of payment, I guarantee that there will be no refund for shipping charges (2-way) in the event of a returned shipment due to refusal of delivery. I also guarantee that no “charge-back” will be issued, prior to making contact with Hypercel to settle any disputes and acquiring written agreement to perform a “charge-back.”

Minimum Advertised Price (MAP) Agreement

As master distributors for Naztech, NoiseHush, HyperGear, and Swiss Leatherware products, HYPERCEL CORPORATION reserves the right to uphold the policy/policies of its manufactures and at our sole discretion cease to supply product to those dealers or resellers who fail to advertise their products at minimum advertised standards set forth by the Manufacturers, which from time to time, may change. The product, when advertised, must be sold at or above the designated MAP retail, not to exceed 30% below MSRP. This agreement applies to all retail media, including print or advertising, faxes, direct mailings, broadcast emails, Internet, and Websites. This policy does not affect the price at which the undersigned may sell an applicable product — the undersigned may sell products at any price, without advertisement, at their discretion. This agreement states the undersigned recognizes and acknowledges the implemented MAP policy and understands failure to comply constitutes ground for action, up to and including termination of a dealer/reseller's right to sell products distributed by HYPERCEL CORPORATION.

PLEASE READ THE FULL VERSION OF THESE TERMS AND CONDITIONS ON OUR WEBSITE THEN CHECK THE BOX BELOW.

I agree not to sell Hypercel products on AMAZON, E-BAY, and WALMART.COM

I have read, understand, and accept the Terms and Conditions stated BOTH on Hypercel.com at <http://www.hypercel.com/Support/CreditApp> and on this application. (Required)

Company Name:

Date:

Printed Name:

Signature:

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER _____

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE _____

 PRINTED NAME OF PERSON SIGNING _____

TITLE _____

ADDRESS OF PURCHASER _____

TELEPHONE NUMBER _____

() DATE _____