



1091 N. Parker Street
Orange, CA 92867
(714) 633-5706; (877) 823-7873
(714) 683-0748 fax

CREDIT APPLICATION

LEGAL TRADE NAME _____

BILLING ADDRESS _____

BUSINESS TELEPHONE _____ FAX NUMBER _____

SHIPPING ADDRESS _____

NAME OF PARENT COMPANY, IF SUBSIDIARY OR DBA _____

PARTNERSHIP PROPRIETORSHIP CORPORATION STATE OF ORGANIZATION _____

STATE ORG. ID# _____ FED. TAX ID# _____ D&B# _____

HOW LONG IN BUSINESS _____

A/P CONTACT _____ A/P E-MAIL _____

PURCHASE CONTACT _____ PURCHASE E-MAIL _____

LIST OF AUTHORIZED PURCHASERS ON YOUR ACCOUNT: _____

HAS YOUR COMPANY OR ANY OF ITS PRINCIPALS EVER FILED FOR BANKRUPTCY? _____

If yes, please attach letter of explanation.

TRADE REFERENCES: (Give only names of those you buy from on an open account with credit terms.)

1. _____
COMPANY NAME

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX NUMBER _____ E-MAIL _____

2. _____
COMPANY NAME

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX NUMBER _____ E-MAIL _____

3. _____
COMPANY NAME

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX NUMBER _____ E-MAIL _____

BANK REFERENCES:

BANK NAME	ADDRESS	CITY	STATE	ZIP
TELEPHONE	ACCOUNT	NAME OF CONTACT		

ESTIMATED LINE OF CREDIT NEEDED \$ _____

OFFICERS /PRINCIPALS NAMES (Please add additional page if more than two (2) officers/principals).

NAME _____ TITLE _____

Home Address _____ City _____ State _____ Zip _____

Phone _____ Social Security No. _____ Driver's License No. _____

Personal Bank _____ Account No. _____

Branch _____ City _____ State _____

NAME _____ TITLE _____

Home Address _____ City _____ State _____ Zip _____

Telephone No.(_____) _____ Social Security No. _____ Driver's License No. _____

Personal Bank _____ Account No. _____

Branch _____ City _____ State _____

After completing the above, please sign terms and conditions on page 3 and Personal Guaranty on page 4. When the entire application is completed and signed, please mail the original to: SureCoat Systems, 2940-A East La Jolla Street, Anaheim, CA 92806. (For expediency, you can fax application to (714) 683-0748, but please send the original by mail.)

In the event that SureCoat Systems, Inc. ("Seller") accepts the application of _____ ("Buyer") for credit, and extends credit to Buyer in reliance thereon, and in consideration of extension of credit, Buyer agrees to be bound by the following terms and conditions:

1. Buyer shall be bound by all of the terms and conditions contained herein and in the Approved Contractor Agreement and Credit Policy. All payments are due in accordance with the terms and conditions contained herein and provided in the Credit Approved Letter. Any and all amounts not paid within such time shall be considered past due whereupon Buyer agrees to pay to Seller interest on the delinquent sum at the maximum rate allowed by law from date of default until fully paid. Pricing will be provided to Buyer and can be changed at any time and at the discretion of SureCoat Systems. Price sheets are strictly confidential.
2. Buyer shall immediately examine product purchased from Seller and delivered to Buyer. Upon delivery, Buyer shall have ten days within which to examine the product for any defect or non-conformities and to so notify Seller within such time. Buyer shall be deemed to have accepted product when Buyer informs the Seller that Buyer has accepted the product, or when the product has been delivered to Buyer and when after the lapse of ten days following delivery of the product to the Buyer, Buyer retains the product without providing written notice to Seller that Buyer has rejected the product. Upon acceptance by the Buyer, Seller shall be discharged from any liability for damages or other legal remedy for breach of any promise or warranty in connection with the sale of the product to Buyer.
3. Seller may, at any time, and without notice to Buyer, cancel all credit available to Buyer and refuse to make any further extension of credit to Buyer.
4. Should Seller determine that any information contained in this Credit Application is false or misleading, or if Seller receives other false or misleading credit information from Buyer of any kind or nature, Seller may, without further notice to Buyer, cancel any order in-house or any deliveries in progress to Buyer. Any false or misleading information provided by Buyer shall be deemed a material default hereunder whereupon any and all outstanding invoices shall be immediately due and payable in full. Buyer acknowledges that Seller has relied upon all information furnished by Buyer on the Credit Application submitted by Buyer herewith.
5. Buyer will be in default if (a) Buyer fails to make any required payment when due; or (b) Buyer dies or becomes a debtor in any bankruptcy proceedings, or becomes insolvent; or, (c) a writ of attachment, writ of execution or other means of levy is issued against Buyer property belonging to Buyer, or (d) Buyer has made any misrepresentations in Buyer's Credit Application or Financial Statement given to Seller in connection with the extension of credit; or (e) anything else happens that Seller believes endangers Buyer's ability to pay.
6. If Buyer is in default, Seller can immediately declare all amounts owing pursuant to the extension of credit immediately due and payable. Buyer further agrees to pay Seller all costs, including attorney's fees and other legal expenses incurred by Seller to collect any monies past due or enforce any other provisions of this agreement.

7. In the event of any proposed bulk transfer of Buyer's assets, Buyer agrees to give not less than 30 days prior written notice to Seller.
8. The Seller may use this agreement with any bank or other financial institution for the purpose of obtaining all personal business and financial information of any kind or nature whatsoever in the name of the undersigned and/or the entity on whose behalf this agreement is signed.
9. The Seller is hereby granted and shall retain a security interest in and to any and all product sold to Buyer pursuant to the extension of credit and any proceeds therefrom, including but not limited to, accounts receivable, notes, etc., until all indebtedness of Seller is paid in full, and until such time, Seller shall have all the rights of a secured party as provided under California law, including the right to collect a deficiency.
10. Seller or any holder of this agreement has the right to assign this agreement and all the rights and remedies under it without Buyer's consent. Buyer may not assign Buyer's rights under this agreement but Buyer's obligations under this agreement shall be binding on Buyer's heirs and successors.
11. Buyer understands that this agreement and any documents incorporated by references contain all the Buyer's rights and responsibilities and supersedes any prior, contemporaneous, oral and written agreements and discussions. Any changes by the Buyer must first be approved by Seller **in writing**.
12. Seller may unilaterally change any terms or conditions herein at any time upon giving written notice of any such change(s) to Buyer by first class mail, postage prepaid. Any changes shall be effective as to any sale transactions between Seller and Buyer occurring after the lapse of five (5) days from the mailing of such notice.
13. That the undersigned warrant(s) and represent(s) to Seller, under penalty of perjury, that the undersigned and/or the business entity that the undersigned represent(s) is/are solvent and is/are able to pay obligations as they become due and/or that the business that the undersigned represent(s) is able to pay its obligations as they become due.
14. Buyer acknowledges that this agreement has been entered into and is to be performed in Orange, County, California, and that any action brought hereunder shall be brought in said county and state at the option of and in the sole discretion of Seller.

The undersigned authorize SURECOAT SYSTEMS to obtain a copy of our personal credit report(s), business credit report(s) and trade reference verification(s) to evaluate and update our credit worthiness for purposes of extending credit to Applicant/ Buyer and collecting unpaid invoices.

The following must be signed by the president or two officers of the corporation as listed above.

SIGNED BY _____ TITLE _____ DATE _____

Name: _____

SIGNED BY _____ TITLE _____ DATE _____

Name: _____

PERSONAL GUARANTY

I (We) _____ and _____ for and in consideration of SURECOAT SYSTEMS, INC. (hereinafter referred to as "SureCoat Systems") extending credit at the undersigned's request to (hereinafter referred to as the "Company"), of which I (we) am (are) _____ and _____, hereby personally, unconditionally and independently of any liability of Company, guarantee and promise to pay, on demand, to SureCoat Systems at 2940-A East La Jolla Street, Anaheim, CA 92806, any and all Obligations of the Company to SureCoat Systems. "Obligations" is used in its most comprehensive sense and includes any and all debts, liabilities, and other obligations of every kind of the Company to SureCoat Systems and all undertakings of the Company in connection with the Obligations, whether made, incurred or created previously, concurrently or in the future, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, legal or equitable, whether Company is liable on its own or jointly with others, whether incurred before, during or after any bankruptcy, reorganization, insolvency, receivership or similar proceeding ("Insolvency Proceeding"), and whether recovery thereof is or becomes barred by a statute of limitations or is or becomes otherwise unenforceable, together with all expenses of, for and incidental to collection, negotiations, workouts, settlements, litigation, and Insolvency Proceedings, including expert witness, consultants and attorney's fees and interest thereon at the highest applicable rate allowed by law until paid. SureCoat Systems shall also be entitled to recover all attorneys' fees, costs and expenses incurred in any post-judgment proceedings to collect and enforce the judgment. This provision is separate and several and shall survive the merger of this agreement into any judgment on this Guaranty.

This guaranty is a continuing guaranty for all Obligations of the Company, including those arising under subsequent transactions or being renewed. All of SureCoat Systems' rights pursuant to this Guaranty continue with respect to amounts previously paid to SureCoat Systems on account of any Obligations which are thereafter restored or returned by SureCoat Systems, whether in an Insolvency Proceeding of Company or for any other reason, all as though such amounts had not been paid to SureCoat Systems and Guarantor's liability under this Guaranty shall be reinstated and revived, notwithstanding any prior surrender or cancellation of this Guaranty. SureCoat Systems, at its sole discretion, may determine whether any amount paid to it must be restored or returned; provided, however, that if SureCoat Systems elects to contest any claim for return or restoration, Guarantor agrees to indemnify and hold SureCoat Systems harmless from and against any and all costs and expenses, including expert witness, consultant and attorney's fees, expended or incurred by SureCoat Systems in connection with any such contest. If any Insolvency Proceeding is commenced by or against Company or Guarantor, at SureCoat Systems' election, Guarantor's Obligations under this Guaranty shall immediately and without notice or demand become due and payable, whether or not then otherwise due and payable. The undersigned hereby authorizes SureCoat Systems to take the following actions, without notice and without affecting Guarantor's liability hereunder, (a) to modify, compromise, renew, extend, accelerate, release, subordinate, waive and amend any term of any Obligation, (b) to accept delinquent or partial payments on the

Obligations, (c) to take or not take security or other credit support for this Guaranty or for any part of the Obligations, and exchange, enforce, waive, release, subordinate, fail to enforce or perfect, sell, or otherwise dispose of any such security or credit support, (d) to apply proceeds of any such security or credit support and direct order or manner of its sale or enforcement as SureCoat Systems, in its sole discretion, may determine, and (e) to release or substitute Company or any guarantor or other person or entity liable on the Obligations or renewal of the Obligations hereby guaranteed. SureCoat Systems may, at its option and without waiving any rights against other persons or property, proceed directly and at once, without notice, against the undersigned to collect and recover the full amount hereby guaranteed, or any portion thereof, without any requirement of proceeding against the Company or any other person.

The undersigned hereby waives, to the maximum extent permitted by law, (a) the right to require SureCoat Systems to proceed against the Company or any other persons or to pursue any other remedy, (b) the right to have any security for the Obligations or the property of Company or any other person first applied to the discharge of the Obligations guaranteed hereby, (c) all defenses to the Obligations hereunder including, but not limited to, the pleading or defense based upon any election to foreclose by non-judicial sale or pursue any other remedy which destroys, lessens or otherwise affects the undersigned's subrogation rights and/or its rights to reimbursement from, or to proceed against any maker or any other person, whether resulting from judicial or non-judicial foreclosure upon or the selling or otherwise disposing of or collecting or applying any property, real or personal, securing said obligation or any renewals or extensions thereof, and otherwise; (d) all defenses arising by reason of any disability or other defense of the Company or the cessation for any reason of the liability of the Company; (e) any defense that any other indemnity, guaranty or security was to be obtained or any claim that SureCoat Systems has made Guarantor's Obligations more burdensome or more burdensome than the Company's obligations; (f) the use of any proceeds of the Obligations other than as it intended or understood by SureCoat Systems or Guarantor; (g) all notices of default, notices of non-payment, presentments, demands for performance, notices of non-performance, protests, notices of protests, notices of dishonor, notices of acceptance of this Guaranty and of the existence or creation of new or additional Obligations, and all other notices or demands to which Guarantor might otherwise be entitled; (h) all conditions precedent to the effectiveness of this Guaranty; (i) all rights to file a claim in connection with the Obligations in an Insolvency Proceeding filed by or against the Company; (j) until the Obligations are satisfied or fully paid, with such payment not subject to return, (i) all rights of subrogation, indemnification or reimbursement, (ii) all rights of recourse to any assets or property of the Company or to any collateral or credit support for the Obligations, (iii) all rights to participate in or benefit from any security or credit support SureCoat Systems may have or acquire, and (iv) all rights, remedies and defenses Guarantor may have or acquire against SureCoat Systems; (k) the benefit or defense of any statute of limitations affecting the liability of Guarantor hereunder, the liability of the Company or any other guarantor or the enforcement hereof; (l) any defense arising by reason of any invalidity or unenforceability of any of the agreements or documents underlying the Obligations or any provisions thereof; (m) any rights or defenses that Guarantor may have under California Civil Code §§ 2787 through 2856 and 2899 and 3433 or successor sections; (n) any right Guarantor might have, under § 2815 of the California Civil Code or otherwise, to revoke this Guaranty as to any advances made by SureCoat Systems to or on behalf of the Company; (o) any defense arising as a result of SureCoat Systems' election in any Insolvency Proceeding; and (p) any defense based on any borrowing or grant of a security interest.

Guarantor represents and agrees that each of the waivers set forth above are made with Guarantor's full knowledge of their significance and consequences, and that under the circumstances, the waivers are reasonable. Guarantor has consulted with its attorneys regarding the terms, conditions and waivers set forth in this Guaranty. Guarantor's attorneys have advised Guarantor of the true legal consequences of each waiver set forth in this Guaranty, including the rights Guarantor would have in the absence of such waivers. If any of said waivers are determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the maximum extent permitted by law.

Guarantor further understands that all remedies afforded to SureCoat Systems by reason of this Guaranty are separate and cumulative remedies and none of such remedies, whether exercised by SureCoat Systems or not, shall be deemed to be an exclusion of any one of the other remedies available to SureCoat Systems, and shall not in any way limit or prejudice any other legal or equitable remedy available to SureCoat Systems. Guarantor understands that the exercise by SureCoat Systems of certain rights and remedies may affect or eliminate Guarantor's right of subrogation against the Company or any other guarantor and that Guarantor may therefore incur partially or totally non-reimbursable liability hereunder. Nevertheless, Guarantor authorizes SureCoat Systems to exercise in its sole discretion, any rights and remedies, or any combination thereof, which may then be available, it being the purpose and intent of Guarantor that the Obligations hereunder shall be absolute, continuing, independent and unconditional under any and all circumstances.

By executing this Guaranty, a guarantor who is married agrees that recourse may be had against all of his or her property, including separate property, community property and quasi-community property for the Obligations. If more than one Guarantor signs this Guaranty, the obligations of each Guarantor are joint and several.

This Guaranty shall be governed by and construed in accordance with the laws of the State of California and any action with respect to this Guaranty shall be brought in Orange County, California, and Guarantor submits to the jurisdiction of the state or federal courts of Orange County, California.

This Guaranty shall inure to the benefit of SureCoat Systems and bind the successors, heirs, legatees, devisees, administrators and executors of the undersigned. SureCoat Systems may, at any time and from time to time, assign, conditionally or otherwise, all of the rights of SureCoat Systems under the Obligations or this Guaranty, whereupon such assignee shall succeed to all rights of SureCoat Systems hereunder to the extent of such assignment. Guarantor shall not have the right to assign any of Guarantor's rights or obligations under this Guaranty.

IN THE WITNESS WHEREOF, the undersigned have executed this Guaranty.

Signature _____ Date _____

Name: _____

Signature _____ Date _____

Name: _____