

Credit Application and Security Agreement

Terms Applying for:

New

Credit card

Update

NET

COD

| | | | |
|----------------------|-----------------|---|---|
| Company's Legal Name | | | |
| | | | |
| D.B.A.'s | | | |
| | | | |
| Address | | | |
| | | | |
| Years in Business | | | |
| | | | |
| City | State | Country | Zip |
| | | | |
| Phone | | Fax | |
| | | | |
| Email | | Websites(s) | |
| | | | |
| Subsidiary of | | If Incorporated, State of Incorporation | |
| | | | |
| Federal Tax ID # | Resale Tax ID # | | Must have copy of certificate for file |
| | | | |
| Type of Business | | | |
| Sole Proprietor: | Partnership: | Corporation: | Division: LLC: Production: |

| | |
|------------------|-----|
| Accounts Payable | |
| | |
| Email | |
| | |
| Phone | Fax |
| | |

| | | |
|--------------|-------|-------|
| Billing Name | | |
| | | |
| Street | | |
| | | |
| City | State | Zip |
| | | |
| Phone | Fax | Email |
| | | |

Full Names of Officers/Principals and Contact Information

| | | | |
|--------------|-----|----------------|-----|
| Name | | Title | |
| | | | |
| Home Address | | | |
| | | | |
| City | | State | |
| | | | |
| Phone | Fax | Email | |
| | | | |
| Bank Name | | Account Number | |
| | | | |
| Bank Contact | | Phone | Fax |
| | | | |

| | | | |
|--------------|-----|----------------|-----|
| Name | | Title | |
| | | | |
| Home Address | | | |
| | | | |
| City | | State | |
| | | | |
| Phone | Fax | Email | |
| | | | |
| Bank Name | | Account Number | |
| | | | |
| Bank Contact | | Phone | Fax |
| | | | |

| | | | |
|--------------|-----|----------------|-----|
| Name | | Title | |
| | | | |
| Home Address | | | |
| | | | |
| City | | State | |
| | | | |
| Phone | Fax | Email | |
| | | | |
| Bank Name | | Account Number | |
| | | | |
| Bank Contact | | Phone | Fax |
| | | | |

CREDIT AGREEMENT AND SECURITY AGREEMENT

This Credit Agreement and Security Agreement (hereinafter "Agreement") between the Applicant identified on page 1 (hereinafter "Applicant") and Vetech Enterprise Inc. DBA BZBGear (hereinafter BZBGear) is entered into in consideration of the extension of credit by BZBGear to the applicant on the following terms and conditions:

1. This agreement and each invoice for inventory, goods, or services to be provided by BZBGear to Applicant govern the terms and conditions of all charges on Applicant's credit account (hereinafter "Account") from the date of this Agreement until terminated. BZBGear reserves the right to grant, revoke, or modify the terms of the Account at any time and nothing in this Agreement shall be constructed as a guarantee or assurance of any extensions of credit on the Account at any time.
2. The Applicant shall pay the Account in US dollars, in accordance with terms of each invoice and this Agreement. If Applicant has not paid all sums due to BZBGear by the due date stated on invoice, a monthly finance charge of 1.5% per month or the highest amount legally allowed shall accrue and be payable each month until paid in full. The waiver of a finance charge or any portion thereof shall not be deemed to be waiver of any future finance charges. Should it become necessary to place the account with a collection agency or attorney for collection, the Applicant shall pay collection cost equal to a minimum of twenty-five percent (25%) of the amount then outstanding and all attorney's fee and costs in addition to all other sums due. BZBGear will charge a returned check fee of \$35.00 per check per deposit.
3. The Applicant authorizes BZBGear to obtain credit and financial information concerning the Applicant at any time and from any source.
4. This agreement shall constitute a security agreement within the meaning of the California Uniform Commercial Code ("UCC"). Applicant hereby grant a security interest to BZBGear in (i) all inventory and goods purchased by Applicant from BZBGear (whether shipped to Applicant or Applicant's customer and whether retained or returned by such customers); (ii) all credit card receivable of Applicant arising from any source whatsoever; (iii) all records, writings, papers and data kept or relating to any part of component of the foregoing collateral, and all proceeds to secure payment and performance of all debts, liabilities and obligations of Applicant to BZBGear, including , without limitation, obligation arising under this Agreement or any invoice, of any kind whatever and however or whenever incurred.
5. Applicant shall provide Vetech Enterprise Inc. DBA BZBGear with at least fifteen (15) days prior notice of any changes in Applicant's legal name, state of formation, principal place of business.
6. If Applicant makes a false statement on attached Credit Application or fails to perform any of its obligations hereunder, Applicants fails to make any payment on the account when due, or Applicant or any guarantor of Applicant's obligations becomes insolvent, files petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, then Applicant becomes shall be in default under this Agreement and all sums owed by Applicant shall become immediately due and payable in full without further notice or demand, BZBGear shall be entitled to exercise all remedies available to it at law or in equity, including, without limitation, its rights as a secured creditor of Applicant without limiting the generality of the forgoing, BZBGear may enter Applicant's premises without legal process and take possession of the Collateral. Any requirement of reasonable notice of disposition of the Collateral shall be satisfies if such notice is mailed to Applicant's billing address at least ten days before such deposition. Applicant waives any and all rights it may have under the UCC with respect to the enforcement of BZBGear's security interest in the Collateral and disposition thereof to the maximum extent permissible by law.
7. This agreement is governed by the laws of the State of California. The Applicant accepts unconditionally the exclusive jurisdiction of any state or federal court located in Sacramento County, California over any action or proceeding arising out of this Agreement and waves any claim that the State of California is not a convenient forum or the proper venue.
8. There will be 20% restocking fee for all returned used items. No returns on special and/or custom orders.
9. For our products, as with any electrical device, you must disconnect from power supply before service or relamping. Service should be performed by qualified personnel only. Periodic inspection and maintenance is required to keep equipment operating properly and at peak performance. Do not mount fixtures on or adjacent to combustible materials. Safety cables should be used at all times for mounting fixtures overhead.
10. Return Authorization from our customer service department prior to return. This number must be marked on all related return. All material must be returned within 30 days after authorization is received. Products must be new, unaltered, in original cartons and in resalable condition. Return freight is to be prepaid by customer, unless otherwise authorized. Return goods are subject to 20% restocking charge. Material that is special order, closeout, or obsolete is not returnable. Credit will be given in the form of credit memo. All returns are subject to inspection of quality and count. No credit is authorized or implied until BZBGear or the manufacturer performs an evaluation.
11. Territorial restrictions may apply to some items.

THE UNDERSIGNED WARRENTS (I) ALL THE INFORMATION ON THE CREDIT APPLICATION IS TRUE AND CORRECT; (II) THE UNDERSIGNED HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON THE BEHALF OF THE APPLICANT; AND (III) THIS AGREEMENT HAS BEEN CAREFULLY READ AND IS LEGALLY BINDING ON APPLICANT UPON ACCEPTANCE OF THE CREDIT APPLICATION BY VETECH ENTERPRISE INC. DBA BZBGear.

| | |
|----------------------|------|
| Business Name | |
| | |
| Authorized Signature | |
| | |
| Printed Name | |
| | |
| Title | Date |
| | |

Bank Information and Authorization

I, _____, _____
Name (please print) Title (please print)
of _____
Company / Dealer Name (please print)

hereby authorize Vetech Enterprise Inc. DBA BZBGear Inc., to obtain a banking reference(s) from our bank:
(This section to be signed by a recognized signing officer of the applicant)

Bank Name: _____

Address: _____

Branch Number: _____ Account Number: _____

Contact Name: _____

Tel No.: (____) _____ Fax No.: (____) _____

Email Address: _____

Signature: _____ Date: _____