

## Customer Application

### Company Information

Legal Business Trade Name		DBA	Date		IZON Technologies Customer #
Area Code and Telephone #	Fax #	E-Mail Address			
Billing Address	City	State	Zip		
Primary Shipping Address	City	State	Zip		
Accounts Payable Contact	Accounts Payable Telephone #	Accounts Payable E-Mail Address			
Date Company Started	Annual Sales Volume	Est. Monthly Purchases	Dun & Bradstreet Number		
Retail / Sales Tax #	Federal Tax ID #	Employer ID# (if business is out of the US)			
Type of Business (Corporation, Partnership, Proprietorship)	State of Incorporation	Years in Business			

### Bank References

1st Bank Name	Contact Name	Telephone #
Address		Date Opened
Checking Account #	Savings Account #	Loan #
2nd Bank Name	Contact Name	Telephone #
Address		Date Opened
Checking Account #	Savings Account #	Loan #

### Credit References

Requested Terms (COD, Credit Card, Net Terms)	If Net Terms Requested Line
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1st Supplier	Contact Name	Telephone #	
Address (Street, City, State & Zip)		Account #	Current Credit Terms
2nd Supplier	Contact Name	Telephone #	
Address (Street, City, State & Zip)		Account #	Current Credit Terms
3rd Supplier	Contact Name	Telephone #	
Address (Street, City, State & Zip)		Account #	Current Credit Terms

## Company Officer / Owner Information

Officer / Owner Name		Title	E-Mail Address
Office Telephone #		Cell Phone #	Home Telephone #
Home Address (Street, City, State & Zip)			Social Security #
% of Ownership	Have You Ever Filed Bankruptcy	Date Filed	Drivers Lic# & State
Officer / Owner Name		Title	E-Mail Address
Office Telephone #		Cell Phone #	Home Telephone #
Home Address (Street, City, State & Zip)			Social Security #
% of Ownership	Have You Ever Filed Bankruptcy	Date Filed	Drivers Lic# & State

## Credit Card Information

Type of Credit Card (Check One)		
<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa	<input type="checkbox"/> American Express
Card Number	Expiration Date	3 or 4 Digit Verification #
Name on Card	Billing Address of Card Holder	
Will the Ship to Address be the Same as the Billing Address Holder? <input type="checkbox"/> Yes <input type="checkbox"/> No		Do You Authorize Drop to Shipping Addresses Other Than the Bill to Address? <input type="checkbox"/> Yes <input type="checkbox"/> No
I am the authorized signer of the above card and hereby give permission to bill my credit card for all charges.		
Print Name _____	Signature _____	Date _____

Customer Agrees to notify Izon Technologies of any changes in ownership of its business as set forth herein by certified mail to: Izon Technologies, 290 Vanderbilt Avenue, Norwood MA 02062-9108

I hereby authorize Izon Technologies or any credit bureau or other investigative agency employed by Izon Technologies to investigate the references herein listed or statements or other data obtained from me or any other person pertaining to my credit and financial responsibility. In consideration of the extension from Izon Technologies to us, we agree to promptly pay all bills in accordance with the terms expressed on the invoice. We further agree that if the merchandise ordered shall remain past the due date, it shall bear interest at the rate of 1.5% per month until paid. In the event that any suit or action is instituted to collect money due on our account, whether principal or interest, or both, we agree to pay, in addition to the amount owed, all legal fees and collection agency fees incurred, including a reasonable sum for attorney's fees. The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned above named business credit grantor, from time to time as may be needed, in the credit evaluation process. This agreement shall be construed in accordance with the laws of Massachusetts and any controversy or any claim arising out of, or relating to, this agreement, or the breach thereof, shall be resolved through litigation in a Massachusetts Court.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## Credit Agreement

### Terms and Conditions

In signing for the undersigned ("Company") shown below, I agree with Izon Technologies "Izon" as follows:

- Credit Agreement:** I am authorized to complete and execute this Agreement on behalf of the Company. I understand that Izon may investigate both my financial status and the Company's financial status and may request other documents or references from us. If we fail to comply or if we provide false or misleading information, then all credit will terminate immediately, and all account balances will become immediately due and payable.
- Past Due:** Company Agrees it shall pay its account when due and that time is of the essence. The terms of the payment is due to be received by Izon in compliance with the terms set forth in each respective Izon invoice to Company. If any part of Company's account becomes past due, then the entire account shall become due and payable immediately. Upon Company's default by failing to pay Izon when due, Izon may pursue any remedy available at law, including but not limited to, all remedies available under the Uniform Commercial Code, or in equity to collect, enforce or satisfy Company's debt to Izon.
- Interest and Sales Tax:** Company agrees to pay 1.5% monthly interest on any balance not paid by its due date. I understand Izon will charge sales tax unless and until Izon receives the Company's tax exempt certificate for each state in which either Izon or Company does business.
- Returned Checks:** I understand that if the bank returns a Company check, the Company will be assessed \$40.00 for each check returned. Further until the company either sends a cashiers check or wire transfers for the full amount due, the company will have to pay in advance by cash, cashiers check, or wire transfer for future orders.
- Re Stocking Fees, Return of Product and Refunds:** Izon retains the right to charge a restocking fee for all non defective product returns. Customer agrees that Izon is under no obligation to make cash refunds for any return of product. All defective products may be returned for replacement only. All unopened, non-customized, non-special ordered non-defective product may be returned upon Izon's approval (which is at Izon's sole discretion) to Customers account less restocking fee. No product returns may be made without a return authorization number from Izon. Customer agrees that it shall not deduct credits for returned products from its account until Izon has posted the credit to Customers account: and Customer agrees not to withhold payment of Customer's account because credits have not been authorized or issued.
- Security Agreement:** In consideration of Izon's extension of credit and to secure payment to Izon, Company grants Izon a security interest in the following described property wherever located, whether now existing or hereafter acquired: (1) all inventory and equipment delivered to Company by Izon; (2) all rights of Company to payment for such inventory or equipment; (3) all additions, improvements, replacements, and substitutions to or for such inventory or equipment; and (4) all insurance proceeds for the foregoing property. Company irrevocably designates and appoints Izon its true and lawful attorney in fact for the purpose of executing or filing all documents on behalf of Company to perfect Izon's security interest.
- Repossession:** In the event Company defaults on its obligations, Izon may enter Company's premises where the inventory and equipment may be located which Izon has sold to Company and take possession of and remove said products without liability to Company, and all rights that Company may have in said products shall terminate. Company waives notice and hearing with respect to such retaking. Izon may sell or otherwise dispose of said products removed and shall give Company credit for all sums received by Izon, less expenses incurred by Izon in the disposition.
- Insurance:** Until Izon receives payments for all amounts owed by Company, Company shall keep in good condition all inventory and equipment sold to Company by Izon and shall maintain in full force and effect, at its sole cost and expense, insurance policies insuring said inventory and equipment for loss and physical damage. If Izon so request, such policy shall name Izon as loss payee. Said policy shall provide coverage in an amount at least equal to the outstanding balance owing to Izon by Company. Company hereby assigns to Izon any sums of money, not in excess of the then unpaid balance due Izon, which may become payable under any insurance, including any unearned premiums, and directs any insurer or its agent to make payment directly to Izon to be applied to said unpaid balance, and Company hereby appoint Izon as Company's attorney in fact with authority to adjust, settle, institute insurance claims, and to endorse any insurance draft or check and collect the proceeds.
- Attorney's Fees:** If any amount due Izon's collected through an attorney, we agree to pay all collection expenses, including fifteen (15%) percent of the total amount due as attorney's fees.

Please Initial \_\_\_\_\_

10. Choice of Law and Jurisdiction: This agreement shall be governed by the laws of the State of Massachusetts. Company agrees that all controversies arising out of, or under, this Agreement shall be resolved through litigation in a Massachusetts Court. To induce Izon to accept this agreement, Company agrees and consents that jurisdiction and venue are proper in this specified court, and Company waives all defenses it may have to that jurisdiction and venue.

11. Additional Terms: Any verbal modifications or oral agreements regarding this Agreement are void and unenforceable. Any modifications to this Agreement will only be effective when signed by Izon's Director of Credit or Izon's President.

### Credit Agreement

In signing this agreement under seal, I certify that the information provided herein and in the Application for Credit provided herewith is true and accurate, and that if credit is extended, the Company agrees to the terms and condition set forth in this agreement. Credit will be issued solely in reliance upon the truthfulness of the statement included in this Agreement and the Application. I authorize Izon to contact bank and trade creditors both during the credit review process and from time to time to update the credit file. A copy of the Company's Business License accompanies this Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name Here: \_\_\_\_\_

### Personal Guarantee

To induce Izon Technologies ("Izon") to extend credit to \_\_\_\_\_ ("Company"), the undersigned \_\_\_\_\_ (Print Name) absolutely and unconditionally guarantees to Izon the prompt and full payment when due of any and all Company's indebtedness and liability of every kind, nature and character, to Izon, together with (18%) percent annual interest thereon, plus attorney's fees of fifteen (15%) percent, and all other expenses incurred by Izon in collection of such indebtedness and liability.

Guarantor understands that this is a continuing guarantee which can only be terminated by giving written notice to Izon by certified mail. Guarantor further understands that this guarantee will terminate only on the date such notice is received by Izon and that such notice will not affect obligations for unpaid sums which came due before notice is received by Izon or for product invoiced prior to receipt of such said notice by Izon.

Guarantor understands that this Personal Guarantee is governed by the law of the State of Massachusetts. Guarantor agrees that all controversies arising out of, or under, this Personal Guarantee shall be resolved through litigation in a Massachusetts Court. I agree and consent that the jurisdiction and venue are proper in these specified courts, and I waive all defenses I may have to that jurisdiction and venue.

Date: \_\_\_\_\_ Signature of Guarantor: \_\_\_\_\_

Witness: \_\_\_\_\_ Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Home Address: \_\_\_\_\_