



OREVOX

A Reflection of Today's Digital Demand

Orevox (USA) Corporation

P.O. Box 2655

City of Industry CA 91746-2655

Telephone:(626) 333-6803

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Application for Credit

Date _____

ORGANIZATION INFORMATION

Company Name _____	Type: _____ Sole Proprietorship _____ Partnership _____
Mailing Address _____	_____ Corporation(State _____ Date _____)
Shipping Address _____	Owner _____ Title _____
City _____ State _____ Zip _____	Residence _____
Phone # _____ FAX # _____	City _____ State _____ Zip _____
Years in business at current location _____	Home Phone _____ Social Sec. # _____
Annual Sales Volume \$ _____	Driver's License # _____ State _____
Net Assets \$ _____	Current Liabilities \$ _____

ORDER INFORMATION

Resell # _____ State _____	Are written Purchase Orders required? _____
Buyer Contact _____ Phone _____	Accounts Payable _____ Phone _____
_____ COD Company Check Terms(\$ _____)	_____ Net _____ Days Terms(\$ _____)
_____ Other Terms _____	If not specified, COD Cash Term is offered.

BANK INFORMATION

Bank Name _____	Branch _____
Contact _____	Checking Account # _____
Address _____	Savings Account # _____
City _____ State _____ Zip _____	Money Market Account # _____
Phone _____ FAX _____	Loan Account # _____
Bank Name _____	Branch _____
Contact _____	Checking Account # _____
Address _____	Savings Account # _____
City _____ State _____ Zip _____	Money Market Account # _____
Phone _____ FAX _____	Loan Account # _____

TRADE REFERENCES - (Required if requesting net terms. A min. of 3 vendors are needed.)

Company _____	Account # _____
Address _____	Contact Person _____
City _____ State _____ Zip _____	Phone _____ FAX _____
Company _____	Account # _____
Address _____	Contact Person _____
City _____ State _____ Zip _____	Phone _____ FAX _____
Company _____	Account # _____
Address _____	Contact Person _____
City _____ State _____ Zip _____	Phone _____ FAX _____
Company _____	Account # _____
Address _____	Contact Person _____
City _____ State _____ Zip _____	Phone _____ FAX _____

Do the principals of your company or any of their relatives work for or have any ownership of the above listed trade references? No Yes - Please explain _____

TAX RESALE CERTIFICATE

A separate resale certificate must be submitted for every state in which there are one or more receiving locations.

FIRM NAME _____ BUYER _____

UNDERSIGNED HEREBY CERTIFY, That this organization holds a valid seller's permit no. _____ for the State of _____ issued pursuant to the State and Use Tax Law; that this organization is engaged in the business of selling; that the tangible personal property described herein which this organization shall purchase from Orevox USA Corporation will be resold by this organization in the form of tangible personal property; PROVIDED, however that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that this organization is required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased: Electronic Components, Loudspeakers & Parts, Computers & Parts.

Signature _____ Title _____ Date _____

DISCLAIMER OF WARRANTY AND LIMITED WARRANTY

Orevox USA Corporation, hereinafter referred to as Orevox, warrants to its Customer that the products sold by Orevox, if properly used, will conform to published specifications and will be free from defects in material and workmanship by the manufactures of Orevox for a period of one(1) year from the date of delivery as evidenced by a copy of Orevox invoice. Orevox hereby limits the duration of any implied warranty(ies) on the products to the period stated above.

If any product fails to conform to the above warranty, Orevox's sole liability shall be, at its sole option, to repair or replace any such product returned, freight prepaid by Customer, during the warranty period.

This warranty does not cover:

1. Defects, malfunctions or failure resulting from causes beyond the control of Orevox or the manufacturer of the Product, including, but not limited to shipping or transit accidents, abuse, misuse operation contrary to furnished instructions, improper or insufficient ventilation, operation with incorrect power supplies or signal sources, operation with faulty associated equipment, modification, alteration, improper servicing, acts of God, tampering or normal wear and tear;
2. Products on which part of or the entire content of the structure has been altered, defaced or removed;
3. Products not purchased directly from Orevox;
4. Products categorized as tweeters in Orevox's catalog, that utilize moving voice coil, being installed into automotive vehicles.

Any replacement product will be warranted for the remainder of the original warranty period for thirty(30) days, whichever is longer.

THE ABOVE ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT ARE MADE BY OREVOX ON ALL OREVOX PRODUCTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OREVOX, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

NEITHER OREVOX NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF OREVOX PRODUCT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES(INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT EVEN IF OREVOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

This Disclaimer of Warranty and Limited Warranty is governed by the laws of the State of California.

MERCHANDISE RETURN POLICIES & PROCEDURES

1. All Orevox products to be returned for warranty repair and/or credit must have a pre-assigned R.A. Number reflected on all master cartons along with a copy of receipt or invoice. All out-of-warranty products returned for factory repair must have a pre-assigned R.O. Number printed on all master cartons. Invoice number(s) must be referred to when calling an Orevox customer service representative for an R. A., otherwise, it would be processed as a Repair Order and subject to all repair charges.
2. Orevox will only be responsible for FACTORY DEFECTS and reserves the right to repair, replace with new, refurbished goods and/or issue credit.
3. For credit to be considered the returned items must be in brand new condition, packed into original packaging material, complete with all accessories, manual and instructions, if any, etc. These requirements include any D.O.A.(dead on arrival) items.
4. All products are shipped from Orevox in new, undamaged master cartons. Any cartons that are delivered to our customers with visible damage including holes, crushed sides and corners, etc. should be noted and refused, and Customer should file freight damage claims with the carrier immediately. Orevox will not accept any returns in damaged and/or improperly packed cartons.
5. IN-WARRANTY Returned items that are not in the original condition(i.e. used, installed, modified, etc.) will only be subject, at Orevox's discretion, to repair to the best effort, or partially credited provided that the warranty parts are unavailable for over 120 days.
6. IN-WARRANTY Returned items received with missing parts will only be repaired up to it's "as is" condition.
7. Items returned that checked out "no problems found" will be shipped back to Customer and will be charged for a return freight and a handling charge of \$5.00 per item.
8. Request for credit items will be subject to a 15% restocking charge as well as all necessary freight and handling charges upon approval for credit by Orevox.
9. All items being rejected for repair and/or credits according to these guide lines will remain in the premises for 30 days in order for Customer to make further arrangement regarding the matter. Beyond the 31st. Day, Orevox will dispose of those items without further instruction at will, and will not be held responsible for the same.

FREIGHT & HANDLING CHARGES POLICIES

Customer agrees to reimburse Orevox USA Corporation on all freight charges upon sales invoices being presented to Customer despite the terms stated in the sales invoices. All pre-paid freight charges are becoming due when shipments are picked up by carriers. Customer further agrees to pay interests incurred from the date of shipment till the date the invoiced freight portion is paid in full provided that the freight charge payment is not received by Orevox within 10 business days from the date the shipment is picked up by a freight carrier.

In addition, Customer agrees to pay Orevox a handling charge if a shipment is of, but not limited to, a pre-paid freight type or the total value of the order shipped is less than \$100.00. Handling charges are assessed at the rate of 15% of the total freight charges or at a minimum of \$2.50 per shipment whichever is the greatest. These charges may be combined as freight charge as a whole if not otherwise listed in the invoice. Orevox may at its discretion assess a higher handling charge other than 15% of the total freight charge incurred.

MISCELLANEOUS POLICIES

In case of a bankruptcy filing by Customer, Customer agrees to preferentially indemnify Orevox all outstanding balance due prior to indemnify other creditors and waives all relieves the bankruptcy filing may provide. Customer further waives its right to challenge this policy in any court of jurisdiction in the United States.

TERMS AND CONDITIONS OF AGREEMENT - PAYMENT GUARANTY

This Credit Application and Agreement is submitted by the Customer to Orevox USA Corporation (hereinafter referred to as Orevox), to obtain trade credit. Customer agrees to make payment in full to Orevox for all amount due according to Orevox's invoice(s). Credit terms are at the absolute discretion of Orevox, who may terminate, alter or deny credit terms without notice and without cause. Customer also agrees to pay to Orevox, as interest, an amount equal to 2.5% per month(s) or the maximum provided by law for invoice amounts that are past due. Should Customer default in any such payment(s), Orevox shall have the right, without notice to Customer, to declare all invoice amounts due and payable. In the event Orevox should commence any action or actions, or otherwise seek to enforce this agreement against Customer or any guarantor, Customer agrees to pay all attorneys' fees, court costs, and other expenses incurred by Orevox, whether or not suit is filed. This agreement is personal to the parties and is not transferable or assignable without prior written consent of Orevox. Customer agrees that any change in liability for any debts incurred by Customer to Orevox due to change in Customer's form of business, shall not be effective as to Orevox until Orevox receives actual notice of the change by certified mail and signed the acknowledgment and consent of such change. Customer's current year-end financial statement (balance sheet and income statement) must accompany this application. If it is unaudited, the respective owner/officer must sign and date each financial statement. This agreement shall become effective when Orevox's approval of acceptance is acknowledged by Customer upon accepting shipment(s) ordered from Orevox. This Agreement is entered into, and shall be governed by and construed in accordance with the laws of the State of California. By execution hereof, Customer agrees all legal matters, disputes, claims and suits between parties to be subject only to the jurisdiction of the courts of the State of California located closest to where Orevox's main business address shall be, or, otherwise designated solely by Orevox. All judgments, if prevailed in Orevox's favor, will be automatically converted to the judgments that are enforceable in the State of Customer. Customer hereby waives its right to have the claim reexamined and/or protested.

By signing this Agreement, Customer verifies that the information submitted is true and correct, and hereby grants permission for any person to furnish Orevox with any and all information which may periodically be requested. In addition, Customer fully aware of and agrees with the Warranty and Return Material Procedure policies stipulated by Orevox. Customer further agrees that upon 15 days after the acceptance of the shipments from Orevox Customer agrees all terms and conditions of the sales stipulated in the invoices as well as in this Agreement and therefore waives its right with respect to the claims to the specifications, functions and conditions of the products received. Should Customer disagree with the products received, Customer's sole remedy is to return products, in original condition and freight prepaid by Customer, back to Orevox within 30 days after the receipt of the products in order to receive a full credit when Orevox has received and examined and entirely accepted the returned merchandise. Customer also agrees not to include the value of the merchandise returned to Orevox for repair, restock or credit as part of their payment toward Customer's outstanding balance due. These credits can only be applied when Orevox has issued a credit memo to Customer. Customer can not uphold any payment due on the grounds of complaints to the quality, specification, functionality price and delivery of the merchandise accepted after 15 days of shipment from Orevox. In case of all disputes, claims and suits between parties, Customer waives its right to the claims of the quality, specification, functionality price and delivery of the merchandise accepted after 15 days of shipment from Orevox.

Further, the undersigned, for and in consideration of Orevox's extending credit at the request to Customer, hereby (jointly and severally) agrees to personally guarantee payment of all amounts due and owing Orevox by the Customer, plus any and all interest due and owing, and all other expenses incurred by Orevox including attorneys' fees, as set forth in the foregoing application for credit. It is understood that this guaranty shall be continuing and irrevocable guaranty and indemnity for such indebtedness of the Customer. This guaranty shall be governed by and construed in accordance with the laws of the State of California. By execution hereof, the Guarantor agrees all legal matters, disputes, claims and suits between parties to be subject only to the jurisdiction of the courts of the State of California located closest to where Orevox's main business address shall be, or, otherwise designated solely by Orevox. All judgments, if prevailed in Orevox's favor, will be automatically converted to the judgments that are enforceable in the State where the Guarantor resides. Guarantor hereby waives his/her right to have the claim reexamined and/or protested.

Signature _____ Date _____

Print Name: _____ Title _____

Company Name: _____

(Customer)