



**UNIVERSAL POWER GROUP, INC.
CREDIT APPLICATION**

UPG Sales Person or Rep Firm: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone #: _____ Fax #: _____

Shipping Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

Tax-Exempt ? Yes: ___ No: ___ (Please attach signed 'Uniform Sales and Use Tax Certificate')
If yes: Tax Exemption # _____

Type of Business: _____ Year Established: _____

Corporation: _____ Where Incorporated: _____ Partnership: _____ Proprietorship: _____

Federal ID No: _____

Name and Position of Principal Partners, Officers or Owners: _____

Bank Name: _____ Officer: _____

Address: _____ Account # _____ Telephone _____

Trade Reference: _____ Telephone: _____ Fax: _____

Trade Reference: _____ Telephone: _____ Fax: _____

Trade Reference: _____ Telephone: _____ Fax: _____

Trade Reference: _____ Telephone: _____ Fax: _____

Please note all TERMS AND CONDITIONS appearing on the next page, which shall be applicable, unless otherwise agreed to in writing, to all transactions between Universal Power Group, Inc. and the applicant hereunder also referred to as "Buyer". This document must be signed and - if tax exemption is claimed - accompanied by a signed copy of the 'Uniform Sales and Use Tax Certificate'.

Signature: _____

Date: _____

Name: _____

Title: _____

TERMS AND CONDITIONS

1. "Seller" shall mean Universal Power Group, Inc. (UPG), and other business divisions of UPG. By purchasing products from Seller, Buyer confirms that the following terms and conditions apply to Buyer's purchase of our products. Even if Buyer sends Seller another form of agreement, or modifications to this agreement, and Seller does not respond, these terms will be the terms of Seller's agreement. If Buyer does not agree with these terms, please call a Customer Service Representative to discuss modifications. Any modifications must be in writing and signed by Seller.
2. **TERMS AND CONDITIONS OF SALE.** Any products Buyer purchases from Seller by electronic, phone, paper or any other form of transmission are sold subject to the following: A) If Buyer already has a fully signed sales agreement currently in effect with Seller, then any terms in that agreement that conflicts with these terms and conditions will be applied to Buyer's purchase; the rest of these terms and conditions will otherwise apply. B) If Buyer does not have a fully signed sales agreement with Seller, then the following is Seller's complete contract.
3. **APPLICABLE LAW.** Laws of the State of Texas shall apply to all transactions between Buyer and Seller. Dallas County, State of Texas is the venue for any litigation between the Parties hereto and the Buyer does hereby submit to the jurisdiction of the courts of Dallas County, Dallas, Texas. In the event Seller shall resort to legal action to recover indebtedness due to it from Buyer, it shall be entitled to recover in addition to the indebtedness and appropriate interest, reasonable attorneys fees together with court costs. The failure of the Seller to insist upon strict performance of any of the terms and conditions contained herein or to exercise any right or remedy(s) shall not be construed as a waiver of its rights to assert any of the same or to rely on any such terms or conditions at any time thereafter.
4. **PRICE.** Product prices are determined by the confirmation Buyer receives from Seller or, in the absence of such confirmation, by Seller's list prices current at the time of shipment. However, in the event there is an increase in the published list price for the product after confirmation of order, Seller has the right to increase the price accordingly. Unless otherwise stated, prices will be FOB Seller's distribution center (freight and insurance prepaid and allowed) and payment will be due within 30 days of invoice date, unless otherwise stated in a signed sales agreement in effect. Buyer also agrees to reimburse Seller for Seller's costs of collection should Buyer fail to pay Seller in a timely manner.
5. **DELIVERY.** Any delivery dates Seller quotes are estimates. Seller cannot guarantee delivery on a specific date and variation up to 10% in quantity is acceptable to Buyer. All title and risk of loss or damage passes to Buyer at the time products are transferred to a commercial transportation carrier for shipment except that conveyance of title and risk of loss to products shipped from the United States to locations outside of the United States happens immediately after such products first leave United States territory (including its territorial waters and airspace as applicable). Buyer grants Seller a purchase money security interest in goods Seller sells Buyer and Buyer agrees that Seller may take actions in Buyer's name to perfect that interest as Buyer's attorney-in-fact; if Buyer is located in one of those places which recognizes reservation of title, Buyer agrees that Seller retain title to the goods to secure Buyer's payment for them, and Buyer assigns to Seller all proceeds from their sale or pledge. Seller retains ownership of any re-usable packaging.
6. **RETURNS.** All returns by Buyer to the Seller, for any reason, must first receive a Return Merchandise Authorization (RMA) in advance, which must be clearly marked on the return shipment. The Seller may reject a return without an RMA with no further recourse by the Buyer. Returns must be received within 30 days of issuance of RMA. Merchandise must be shipped transportation prepaid to Seller, in its original carton along with invoice number and date of purchase. Returns for credit are accepted only for new unused products in original cartons and are subject to restocking charge. Unauthorized returns, products previously altered repaired or serviced other than by Seller, products aged more than 3 months from the date of invoice or discontinued products will not be accepted for credit and return costs of such merchandise will be Buyer's responsibility.
7. **Limited Warranty.** Products sold by Seller to Buyer conform to the manufacturer's specifications as set forth in the applicable product certification delivered to Buyer. Buyer will inspect all products Buyer receives for damage, defect or shortage within 10 days of receipt of product, and will give Seller prompt notice of any damage, defect or shortage that Buyer finds. THIS LIMITED WARRANTY IS GIVEN ONLY TO THE ORIGINAL BUYER AND DOES NOT EXTEND TO ANY SUBSEQUENT BUYER OR TRANSFEREE OF SELLER'S PRODUCTS. THE ORIGINAL BUYER IS NOT ENTITLED TO EXTEND OR TRANSFER THIS WARRANTY TO ANY OTHER PARTY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **LIMITATIONS OF CLAIMS.** Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any products supplied by seller, Buyer's use of any function on Seller's web-sites or any technical advice Seller may offer, except as agreed in the limited warranty set out above. SELLER WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF ANY SUBSTITUTE FOR THE PRODUCTS BUYER BOUGHT, CLAIMS OF THIRD PARTIES OR INJURY TO PERSON OR PROPERTY.
9. **TECHNICAL ADVICE AND OTHER SERVICES.** Buyer is responsible for the design, processing, testing and labeling of any product that buyer makes using products Buyer buys from Seller and Buyer will not rely on anything on Seller's web site or any statement by Seller about the suitability of products or services Seller provide. Buyer has tested and investigated products sold by Seller enough to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and will not make any claim against Seller based on Seller's technical advice, statement, data, services or recommendations.
10. **PATENTS.** Any suggestions Seller makes about possible articles, designs or use of Seller's products do not give Buyer a license under any patent covering such articles, designs or uses, nor are they a recommendation for use of such products, articles or designs which may infringe any patent.
11. **EVENTS BEYOND SELLER'S CONTROL.** Seller will not be responsible if seller cannot perform under this agreement if events beyond Seller's control occur which makes it impossible or commercially unreasonable for Seller to perform, including so-called "Acts of God" or "force majeure" events and raw material shortages.
12. **ENVIRONMENTAL COMPLIANCE.** Seller will give Buyer Material Safety Data Sheets ("MSDS's") upon request and Buyer will provide the MSDS's to all those required by law to receive them. Buyer will take such precautions as may be appropriate for hazards identified in the MSDS and properly manage and dispose of all wastes and residues resulting from Buyer's use of the materials in accordance with applicable laws and regulations. Buyer agrees to dispose of disposable packaging as required by any applicable disposal or recycle law.
13. **EXPORT CONTROL COMPLIANCE.** Buyer ensures that products, technology or software Buyer receives for Seller are exported by Buyer only in compliance with applicable laws, including U.S. export laws. Buyer certifies that it will not use or knowingly support the use by others of such products, technology or software in the design development, production or use of nuclear, chemical or biological weapons or ballistic missiles.
14. **ELECTRONIC COMMERCE.** Buyer may not share any password, access code or similar credential, which may be issued to it by Seller, and Seller reserves the right to suspend or revoke any such credential. Buyer is solely responsible for ensuring the security and integrity of its ordering process. Any information provided by Seller via any Internet site or electronic communication (i) is subject to correction change without notice, and (ii) is provided for the sole use of Buyer for purpose of facilitating individual transactions involving the purchase and sale of Seller's products. Buyer agrees that it shall not rely upon any such information for any purpose other than making individual purchases and shall not seek to assert such information against Seller for any other purpose. Buyer specifically agrees that Seller may issue electronic invoices for any purchase of products made using the Internet, e-mail or any other computer-based electronic communication methods, and agrees to honor such invoices as if it had been delivered in writing.
15. **MEDICAL APPLICATION.** Buyer understands that Seller's material are not intended for use in any medical application involving permanent implantation in the human body, and agrees not to use any of Seller's materials for any such application, or for any other application into which, to Buyer's knowledge, Seller has previously declined to sell material.

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____

Address: _____

I certify that: _____ is engaged as a registered

Name of Firm (Buyer): _____	Wholesaler	_____
	Retailer	_____
Address _____	Manufacturer	_____
_____	Seller (California)	_____
_____	Lessor (see notes on pages 2 - 4)	_____
_____	Other (Specify)	_____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ²	_____	MN ¹²	_____
AR	_____	MO ¹³	_____
AZ ²²	_____	NE ¹⁴	_____
CA ₃	_____	NV	_____
CO	_____	NJ	_____
CT ⁴	_____	NM ^{1,15}	_____
DC ⁵	_____	NC ²⁵	_____
FL ₂₃	_____	ND	_____
GA ⁶	_____	OK ¹⁶	_____
HI ^{1,7}	_____	RI	_____
ID	_____	SC	_____
IL ^{1,8}	_____	SD ¹⁸	_____
IA	_____	TN	_____
KS	_____	TX ¹⁹	_____
KY ₂₄	_____	UT	_____
ME ⁹	_____	VT	_____
MD ¹⁰	_____	WA ²⁰	_____
MI ₁₁	_____	WI ²¹	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

(Owner, Partner or Corporate Officer)

Title: _____

Date: _____

INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX CERTIFICATE

To Seller's Customers:

In order to comply with the majority of state and local sales tax law requirements, the seller must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

If the buyer is entitled to sales tax exemption, the buyer should complete the certificate and send it to the seller at its earliest convenience. If the buyer purchases tax free for a reason for which this form does not provide, the buyer should send the seller its special certificate or statement.

Caution to Seller:

In order for the certificate to be accepted in good faith by the seller, seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as an ingredient or component part of a product manufactured by buyer and then resold in the usual course of its business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities. Misuse of this certificate by seller, lessor, buyer, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificate in some states or cities.

Notes:

- 1 The states of Colorado, Hawaii, Illinois, and New Mexico do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.
- 2 Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
- 3 California:
 - A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificates).
 - B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component part of an item manufactured for resale in the regular course of business.
 - C. When the applicable tax would be sales tax, it is the seller who owes that tax unless the seller takes a timely and valid resale certificate in good faith.
 - D. A valid resale certificate is effective until the issuer revokes the certificate.
- 4 Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. Stat. §§12-410(5) and 12-411(14) and any regulations and administrative pronouncements pertaining to resale certificates.
- 5 District of Columbia: This certificate is not valid as an exemption certificate. It is not valid as a resale certificate unless it contains the purchaser's D.C. sales and use tax registration number.
- 6 Georgia: The purchaser's state of registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.
- 7 Hawaii allows this certificate to be used to claim a lower general excise tax rate rather than an exemption. If the lower rate does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993.
- 8 Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch. I, Sec. 130.1405. Illinois does not have an exemption on sales of property for subsequent lease or rental, nor does the use of this certificate for claiming resale purchases of services have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable.

"Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine if the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

- 9 Maine does not have an exemption on sales of property for subsequent lease or rental.
- 10 Maryland: This certificate is not valid as an exemption certificate. However, vendors may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29".
- 11 Michigan: Effective for a period of three years unless a lesser period is mutually agreed to and stated on this certificate. Covers all exempt transfers when accepted by the seller in "good faith" as defined by Michigan statute.
- 12 Minnesota: A. Does not allow a resale exemption for purchases of taxable services for resale in most situations.
B. Allows an exemption for items used only once during production and not used again.
- 13 Missouri: A. Purchasers who improperly purchase property or services sales tax free using this certificate may be required to pay the tax, interest, additions to tax or penalty.
B. Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.
- 14 Nebraska: A blanket certificate is valid 3 years from the date of issuance.
- 15 New Mexico: For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale of tangible personal property provided:
- a) this certificate was not issued by the State of New Mexico;
 - b) the buyer is not required to be registered in New Mexico; and
 - c) the buyer is purchasing tangible personal property for resale or incorporation as an ingredient or component part into a manufactured product.
- 16 Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documentation" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other two requirements are that the vendor must have the certificate in his possession at the time the sale is made and must accept the documentation in good faith. The specific documentation required under OAC 710:65-7-6 is:
- A) Sales tax permit information may consist of:
 - (i) A copy of the purchaser's sales tax permit; or
 - (ii) In lieu of a copy of the permit, obtain the following:
 - (I) Sales tax permit number; and
 - (II) The name and address of the purchaser;
 - B) A statement that the purchaser is engaged in the business of reselling the articles purchased;
 - C) A statement that the articles purchased are purchased for resale;
 - D) The signature of the purchaser or a person authorized to legally bind the purchaser; and
 - E) Certification on the face of the invoice, bill or sales slip or on separate letter that said purchaser is engaged in reselling the articles purchased.
- Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.
- 17 Rhode Island allows this certificate to be used to claim a resale exemption only when the item will be resold in the same form. They do not permit this certificate to be used to claim any other type of exemption.
- 18 South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are considered to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:
- (1) The service is purchased for or on behalf of a current customer;
 - (2) The purchaser of the service does not use the service in any manner; and
 - (3) The service is delivered or resold to the customer without any alteration or change.
- 19 Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories and possessions.

- 20 Washington: A. Blanket resale certificates must be renewed at intervals not to exceed four years;
B. This certificate may be used to document exempt sales of "chemicals to be used in processing an article to be produced for sale."
C. Buyer acknowledges that the misuse of the resale privilege claimed on the certificate is subject to the legally prescribed penalty of fifty percent of the tax due, in addition to the tax, interest, and any other penalties imposed by law.
- 21 Wisconsin allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption.
22. Arizona: This certificate is not valid as an exemption certificate. This certificate is for use when making sales of tangible personal property for resale in the ordinary course of business, pursuant to A.R.S. §42-1328, Burden of proving sale not at retail.
23. Florida: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser's Florida sales and use tax registration number. A purchaser cannot extend this certificate to sellers for transactions occurring prior to the date of the purchaser's registration in Florida. The effective date of the purchaser's registration in Florida must be noted on the face of the certificate.
24. Kentucky: 1. Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of a taxable service.
2. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270 (Good Faith).
3. The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.
25. North Carolina: This Certificate is not valid as an exemption certificate or if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.