



ON-BOARDING PACKET INSTRUCTIONS

Let's get you set up so we can start taking care of your needs! Please review, complete and sign these documents below. To ensure that you get on-boarded quickly, please check the boxes below to ensure that you have completed and submitted all required forms. All forms must be signed by an authorized signatory where required. Please send the completed forms by email to your Sales contact or fax them to 469.892.1180.

We look forward to working with you. Thank you for making UPG your power partner!

☐ **CREDIT APPLICATION FOR A BUSINESS ACCOUNT**

- a. Please complete the entire form. If any requested information does not apply or is not available, mark N/A.
- b. Sign and date the application.

☐ **TERMS AND CONDITIONS**

- c. Please review thoroughly.
- d. Initial Page 1 at the bottom and Paragraphs 9 and 10 on Page 2.
- e. Sign and date Page 2.

☐ **UNIFORM SALES & USE TAX CERTIFICATE - MULTI-JURISDICTION**

- f. Only Page 1 needs to be returned.
- g. Provide resale tax numbers for all states that you are registered in.
- h. Print, sign and date Page 1. Please return only Page 1.

☐ **SALES AND USE TAX CERIFICATE**

- i. Copy and submit only your Home State Tax Certificate or Permit.

☐ **VENDOR AGREEMENTS**

- j. This is a vendor/supplier agreement that you provide vendors or suppliers, if applicable.

1. **DEFINITIONS.** "Seller" shall mean Universal Power Group, Inc. (UPG), and other business divisions of UPG. "Buyer" shall mean the individual or entity entering into this Agreement with UPG. Collectively, Buyer and Seller may be collectively referred to as "the Parties". "Agreement" shall mean this Credit Application and General Terms and Conditions. By purchasing products from Seller, Buyer agrees that the following terms and conditions apply to Buyer's purchase of UPG's products. This Agreement supersedes any prior written or oral Agreements between the parties regarding its subject matter. Any modification of the terms and conditions set forth in this Agreement must be in writing and signed by Buyer (if Buyer is an individual or sole proprietorship) or an officer of Buyer (if Buyer is an entity) and by two senior officers of Seller.
2. **TERMS AND CONDITIONS OF SALE.** Any products Buyer purchases from Seller electronically, by 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 conflict 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 this Agreement is Seller's complete contract with Buyer.
3. **CHOICE OF LAW, VENUE AND JURY WAIVER.** This Agreement shall be construed, and the legal relations between the Parties determined, in accordance with the laws of the State of Texas, without regard to its conflict of law rules. Any action brought in connection with this Agreement shall be brought exclusively in the state district court of Dallas, County Texas. The Parties irrevocably consent to the exclusive jurisdiction and venue of such court, and waive any objection they may have to venue of any such proceeding in any such court. **THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**
4. **INTEREST, ATTORNEY'S FEES AND WAIVER** 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 interest at the rate of 12 (twelve) percent per annum or the maximum rate allowable by law (which ever shall be less), its reasonable attorney's 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.
5. **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. 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. Buyer also agrees to reimburse Seller for Seller's costs of collection should Buyer fail to pay Seller in a timely manner.
6. **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.
7. **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 10 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 of up to 25%. Unauthorized returns, products previously altered repaired, misused, improperly maintained, abused, or serviced other than by Seller, or discontinued products, will not be accepted for credit and return costs of such merchandise will be Buyer's responsibility.
8. **LIMITED REPLACEMENT WARRANTY.** Products sold by Seller to Buyer shall 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 or shortage within 10 days of receipt of product, and will give Seller prompt notice of any damage or shortage that Buyer finds. In the event damage or shortage is found, Buyer's sole remedy shall be replacement of the product by Seller. Seller will replace any product purchased from Seller that fails due to a manufacturer's defect within warranty terms effective from the invoice date in Seller's latest published product warranty schedule on the downloads page at www.upgi.com. Buyer's sole remedy shall be replacement of the product at issue by Seller. **THIS LIMITED REPLACEMENT 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 LIMITED REPLACEMENT WARRANTY TO ANY OTHER PARTY.**

Initial of Buyer of Signatory on behalf of Buyer: _____

9. **DISCLAIMER OF ALL OTHER WARRANTIES.** THE LIMITED REPLACEMENT 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. _____(Buyer's Initials)
10. **NO CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES.** 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 replacement 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.** _____(Buyer's Initials)
11. **TECHNICAL ADVICE AND OTHER SERVICES.** Buyer is solely 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 Seller's web site or any statement by Seller about the suitability of products or services Seller provides. 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.
12. **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.
13. **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.
14. **ENVIRONMENTAL COMPLIANCE.** Seller will give Buyer Material Safety Data Sheets ("MSDS") upon request and Buyer will provide the MSDS 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.
15. **EXPORT CONTROL COMPLIANCE.** Buyer ensures that products, technology or software Buyer receives from 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.
16. **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 or change without notice, and (ii) is provided for the sole use of Buyer for the 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.
17. **LATE PAYMENTS AND ACCELERATION.** If you miss a payment or any other obligation you owe us, or if your ability to pay what is owed is impaired, including but not limited to your insolvency or bankruptcy, or if you violate any terms of this Agreement, we can declare the entire balance then owing to us due and/ payable immediately and/or proceed for the collection of the amount unpaid on deliveries previously made, without notice or demand to you. Further, our remedies under this Agreement are cumulative and therefore we have no obligation to exhaust our remedies against you before exercising our rights in connection with any personal guarantee given on your behalf.

The signatory of this Agreement represents and warrants that he/she is the Buyer or is duly authorized by Buyer to enter into this Agreement on Buyer's behalf, and that Seller will rely on this representation in selling products and/or providing services to Buyer.

Signed By

Title

Name (Printed)

Date

UNIFORM SALES & USE TAX CERTIFICATE – MULTI-JURISDICTION

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: Universal Power Group, Inc.

Address: 488 S. Royal Lane Coppell, Texas 75019

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered :

Wholesaler

Retailer

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 ¹	_____	MO ¹⁶	_____
AR	_____	NE ¹⁷	_____
AZ ²	_____	NV	_____
CA ³	_____	NJ	_____
CO ⁴	_____	NM ^{4,18}	_____
CT ⁵	_____	NC ¹⁹	_____
DC ⁶	_____	ND	_____
FL ⁷	_____	OH ²⁰	_____
GA ⁸	_____	OK ²¹	_____
HI ^{4,9}	_____	PA ²²	_____
ID	_____	RI ²³	_____
IL ^{4,10}	_____	SC	_____
IA	_____	SD ²⁴	_____
KS	_____	TN	_____
KY ¹¹	_____	TX ²⁵	_____
ME ¹²	_____	UT	_____
MD ¹³	_____	VT	_____
MI ¹⁴	_____	WA ²⁶	_____
MN ¹⁵	_____	WI ²⁷	_____

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 a 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, 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. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
2. Arizona: This certificate may be used only when making purchases of tangible personal property for resale in the ordinary course of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it contains the purchaser's name, address, signature, and Arizona transaction privilege tax (or other state sales tax) license number, as required by Arizona Revised Statutes § 42-5022, *Burden of proving sales not at retail*.
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 Certificate).
 - 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. The state 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.
5. Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and an regulations and administrative pronouncements pertaining to resale certificates.
6. 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.
7. Florida: The Department will allow purchasers to use the Multistate Tax Commission's Uniform Sales and Use Tax Certificate-Multijurisdiction. However, the use of this uniform certificate must be used in conjunction with the telephonic or electronic authorization number method described in paragraph (3)(b) or (c) of rule SUT FAC 12A-1.039..
8. 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.

9. Hawaii allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate or no tax 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, and Tax Information Release No. 98-8, October 30, 1998.

10. 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.

11. 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.
12. Maine does not have an exemption on sales of property for subsequent lease or rental.
13. 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". Maryland registration, exemption and direct pay numbers may be verified on the website of the Comptroller of the Treasury at www.marylandtaxes.com.
14. 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.
15. Minnesota: A. Does not allow a resale certificate 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.
16. Missouri: A. Purchases 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.
17. Nebraska: A blanket certificate is valid 3 years from the date of issuance.
18. 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 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 incorporations as an ingredient or component part into a manufactured product.

19. 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.
20. Ohio: A. The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate.
- B. In order to be valid, the buyer must sign and deliver the certificate to the seller before or during the period for filing the return.
21. 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 documents" 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.
22. Pennsylvania: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser's Pennsylvania Sales and Use Tax eight-digit license number, subject to the provisions of 61 PA Code §32.3.
23. 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.
24. 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 claimed 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.
25. Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories and possessions.
26. Washington: Resale certificates will be replaced by reseller permits issued by Department of Revenue, effective January 1, 2010.
27. 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.

1. **DEFINITIONS.** "Seller" shall mean Universal Power Group, Inc. (UPG), and other business divisions of UPG. "Buyer" shall mean the individual or entity entering into this Agreement with UPG. Collectively, Buyer and Seller may be collectively referred to as "the Parties". "Agreement" shall mean this Credit Application and Agreement including all terms and conditions. By purchasing products from Seller, Buyer agrees that the following terms and conditions apply to Buyer's purchase of UPG's products. This Agreement supersedes any prior written or oral Agreements between the parties regarding its subject matter. Any modification of the terms and conditions set forth in this Agreement must be in writing and signed by Buyer (if Buyer is an individual or sole proprietorship) or an officer of Buyer (if Buyer is an entity) and by two senior officers of Seller.
2. **TERMS AND CONDITIONS OF SALE.** Any products Buyer purchases from Seller electronically, by 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 conflict 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 this Agreement is Seller's complete contract with Buyer.
3. **CHOICE OF LAW, VENUE AND JURY WAIVER.** This Agreement shall be construed, and the legal relations between the Parties determined, in accordance with the laws of the State of Texas, without regard to its conflict of law rules. Any action brought in connection with this Agreement shall be brought exclusively in the state district court of Dallas, County Texas. The Parties irrevocably consent to the exclusive jurisdiction and venue of such court, and waive any objection they may have to venue of any such proceeding in any such court. **THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**
4. **INTEREST, ATTORNEY'S FEES AND WAIVER** 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 interest at the rate of 12 (twelve) percent per annum or the maximum rate allowable by law (which ever shall be less), its reasonable attorney's 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.
5. **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. 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. Buyer also agrees to reimburse Seller for Seller's costs of collection should Buyer fail to pay Seller in a timely manner.
6. **DELIVERY.** Any delivery dates Seller quotes are estimates. 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.
7. **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 10 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 of up to 25%. Unauthorized returns, products previously altered repaired, misused, improperly maintained, abused, or serviced other than by Seller, or discontinued products, will not be accepted for credit and return costs of such merchandise will be Buyer's responsibility.
8. **LIMITED REPLACEMENT WARRANTY.** Products sold by Seller to Buyer shall 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 or shortage within 10 days of receipt of product, and will give Seller prompt notice of any damage or shortage that Buyer finds. In the event damage or shortage is found, Buyer's sole remedy shall be replacement of the product by Seller. Seller will replace any product purchased from Seller that fails due to a manufacturer's defect within warranty terms effective from the invoice date in Seller's latest published product warranty schedule on the downloads page at www.upgi.com. Buyer's sole remedy shall be replacement of the product at issue by Seller. **THIS LIMITED REPLACEMENT 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 LIMITED REPLACEMENT WARRANTY TO ANY OTHER PARTY.**

Initial of Buyer of Signatory on behalf of Buyer: _____

9. **DISCLAIMER OF ALL OTHER WARRANTIES.** THE LIMITED REPLACEMENT 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. _____(Buyer's Initials)
10. **NO CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES.** 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 replacement 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.** _____(Buyer's Initials)
11. **TECHNICAL ADVICE AND OTHER SERVICES.** Buyer is solely 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 Seller's web site or any statement by Seller about the suitability of products or services Seller provides. 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.
12. **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.
13. **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.
14. **ENVIRONMENTAL COMPLIANCE.** Seller will give Buyer Material Safety Data Sheets ("MSDS") upon request and Buyer will provide the MSDS 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.
15. **EXPORT CONTROL COMPLIANCE.** Buyer ensures that products, technology or software Buyer receives from 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.
16. **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 or change without notice, and (ii) is provided for the sole use of Buyer for the 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.
17. **LATE PAYMENTS AND ACCELERATION.** If you miss a payment or any other obligation you owe us, or if your ability to pay what is owed is impaired, including but not limited to your insolvency or bankruptcy, or if you violate any terms of this Agreement, we can declare the entire balance then owing to us due and/ payable immediately and/or proceed for the collection of the amount unpaid on deliveries previously made, without notice or demand to you. Further, our remedies under this Agreement are cumulative and therefore we have no obligation to exhaust our remedies against you before exercising our rights in connection with any personal guarantee given on your behalf.

The signatory of this Agreement represents and warrants that he/she is the Buyer or is duly authorized by Buyer to enter into this Agreement on Buyer's behalf, and that Seller will rely on this representation in selling products and/or providing services to Buyer.

Signed By

Title

Name (Printed)

Date



CREDIT APPLICATION

BUSINESS CONTACT INFORMATION

Title		Date business commenced	
Company name		<input type="checkbox"/> Sole proprietorship	
Phone Fax		<input type="checkbox"/> Partnership	
E-mail		<input type="checkbox"/> Corporation	
Bill to address: Street, City, State ZIP Code		<input type="checkbox"/> Other	
FEIN		Sales Tax Exemption No	

BUSINESS AND CREDIT INFORMATION

How long at current address?		Bank name:	
Ship to address: Street, City, State ZIP Code		Primary business address City, State ZIP Code	
Phone		Phone	
Fax		Account number	
E-mail		Bank Contact/E-mail	
Accounting Contact		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other
Accounting E-mail		D&B Number	

TRADE REFERENCES

Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	

AGREEMENT

By submitting this application, you authorize Universal Power Group, Inc. to make inquiries into the banking and business/trade references that you have supplied and further agree to the Credit Agreement attached.

SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	