

# A & E Technologies, Inc.

P.O. BOX 763181, Dallas, TX 75376

Ph: 214-333-9525 Fax: 214-467-9310

To \_\_\_\_\_  
From \_\_\_\_\_  
Date \_\_\_\_\_

A&E Tech use only: \_\_\_\_\_ New \_\_\_\_\_ Referral \_\_\_\_\_ Call-In \_\_\_\_\_ Other \_\_\_\_\_

## CREDIT APPLICATION

### BUSINESS INFORMATION

Legal Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Federal Tax ID: \_\_\_\_\_ State Resale # \_\_\_\_\_  
Entity: \_\_\_\_\_  
\_\_\_\_ Sole-Proprietorship \_\_\_\_ Partnership \_\_\_\_ LLP \_\_\_\_ LLC \_\_\_\_ Corp-Incorp Incorporate in: \_\_\_\_/\_\_\_\_/\_\_\_\_

Previous address & phone number ( if less then 2 yrs at the current address ) Date Relocated: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Principle's Name: \_\_\_\_\_ Titel: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Bank Reference

Bank: \_\_\_\_\_ Account # \_\_\_\_\_  
\_\_\_\_ Checking \_\_\_\_ Saving \_\_\_\_ Line of Credit  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Bank: \_\_\_\_\_ Account # \_\_\_\_\_  
\_\_\_\_ Checking \_\_\_\_ Saving \_\_\_\_ Line of Credit  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_

### Trade References

Company Name: \_\_\_\_\_ Account # \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Credit Line: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person \_\_\_\_\_

Company Name: \_\_\_\_\_ Account # \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Credit Line: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person \_\_\_\_\_

Company Name: \_\_\_\_\_ Account # \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Credit Line: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person \_\_\_\_\_

# CREDIT APPLICATION TERMS AND CONDITIONS

**Attorney's Fees and Costs:** In the event that A & E Technologies, Inc. (AET) commences an action to collect monies owed to A & E Technologies, Inc. for any transactions with the undersigned, be it by court action and/or arbitration, the prevailing party in any such action shall be entitled to an award of actual attorney's fees and costs incurred in connection therewith as determined by the court or any arbitration panel or tribunal in any such action. The attorney's fee award shall not be computed in accordance with any court or arbitration schedule, but shall be in an amount to fully reimburse all attorney's fees and costs actually incurred in good faith, regardless of the size of the amount in controversy or the amount of any ultimate judgment or award, since it is the intention of the parties to compensate fully the prevailing party for all attorney's fees and costs paid or incurred in good faith.

**Jurisdiction and Venue:** The undersigned hereto expressly agrees that all contracts and agreements between the undersigned and A & E Technologies, Inc. are made and entered into, and are to be performed in, the City of Dallas, in the County of Dallas within the State of Texas. The undersigned further agrees and stipulates that any action brought by A & E Technologies, Inc. and/or the undersigned against each other and/or their agents and assignees, shall be brought only in the proper Small Claims, Municipal or Superior Court of the County of Dallas, for the State of Dallas in the Central District of the Dallas County Court. The undersigned hereby waives any defense to personal jurisdiction and/or in rem jurisdiction and consents to the jurisdiction of the Central District of the Dallas County Court for the purpose of any such action.

**Arbitration of Disputes:** With the exception of disputes related to monies owed or allegedly owed to A & E Technologies, Inc. for services rendered and/or products sold, which are specifically excluded from arbitration, any other dispute or claim in law or in equity between A & E Technologies, Inc. and the undersigned, and/or their agents and assignees, including, but not limited to, other breaches of contract, claims of negligence, breach of express and/or implied warranty, intentional torts, discrimination and/or sexual harassment, shall be decided by neutral, binding arbitration and not by court action. Except as specifically provided herein, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Services, Inc. (JAMS). In the event a matter is subject to arbitration and is submitted to arbitration by either A & E Technologies, Inc. or the undersigned and/or their agents and assignees, A & E Technologies, Inc. and the undersigned hereby waive any and all rights to take depositions and/or to conduct discovery in said arbitration. The undersigned further agrees that any and all arbitrations between A & E Technologies, Inc. and the undersigned shall be filed in, and conducted within, the County of Dallas, State of Texas only.

**Non-Dischargeable Debt:** The undersigned agrees not to list any monies owe to AET or any judgment obtained hereunder in any bankruptcy proceeding, bankruptcy petition, or bankruptcy schedule. The undersigned further agrees that any stipulated amount and any judgment obtained hereunder shall not be dischargeable in any case under Title 11 or 7 of the United States Code.

Should the undersigned default on any obligation incurred under this Credit Application Agreement AET {"Vendor" } and Company, Organization, Persons or Corporations which the undersigned represents and the Vendor refers this account to his attorney for collection and/or legal action, the undersigned fully understands and agrees to comply in according to the Attorney's Fees and Costs, Jurisdiction and Venue, Arbitration of Disputes, and Non-Dischargeable Debt.

We are not warrantor of these drives, perfecting customers' rights to manufacturer's warranty.

## Credit Information Authorization Release

**The information contained herein is for the purpose of purchasing merchandise from AET. The information disclosed herein is true, accurate and can be relied upon by AET. Applicant hereby authorizes the release of credit and other financial information, including, but not limited to banking information whether verbal or written, from the entities Applicant has specified in this Application to AET.**

**Officer's Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Personal Guarantee

The undersigned agrees to act as a personal guarantor for all debts incurred both now and in the future by the Company, Organization, Persons, or Corporations who have signed this credit application have been extended credit both now and in the future. Guarantor recognizes, understands and agrees that this guarantee cannot be revoked, or rescinded, or discharged in any case under Title 11 or 7 of United States Code, if any principal balances remain outstanding. In addition, the undersign submit him/herself under the personal jurisdiction in the City of Dallas, County of Dallas, State of Texas.

Guarantor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone #: \_\_\_\_\_

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## \*\*\*\*\* IMPORTANT NOTICE \*\*\*\*\*

IF YOUR BUSINESS IS LOCATED IN TEXAS, PLEASE:

1. COMPLETE RESALE CERTIFICATE BELOW
2. ATTACH A COPY OF TEXAS SELLER'S PERMIT

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(Name of Purchaser)

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(Address of Purchaser)

I HEREBY CERTIFY: That I hold valid seller's permit No. \_\_\_\_\_ issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling

\_\_\_\_\_ that the tangible personal property described herein which I shall purchase from:

**A & E TECHNOLOGIES, INC.** will be resold by me 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 I am required by Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property.

Description of property to be purchased:

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Date: \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_  
(Printed name of Purchaser or Authorized Agent, and Title)

Phone: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Purchaser or Authorized Agent)