



Ultra Digital

New Account Application

Dear Customer:

In an effort to better assist you in completing your application, please use the following checklist:

If you are seeking net terms, pre-payment (credit card) or COD:

Please completely fill out all Ultra Digital Credit Application requirements to expedite processing of the Credit Application

- Telephone & fax numbers
- Email & web addresses (if applicable)
- Billing address & shipping address
- Month and Year of the inception of your business
- If you are seeking Net Terms, please complete the bank information & trade (vendors) references – Please list account, telephone & fax numbers. (You may provide this information as an attached document)
- For COD shipment requests, a bank reference is required.
- All applications require Signature, Date, and Title by an authorized representative only!

Provide a copy of your resale certificate

- Your resale certificate must be attached or faxed, except for those states that do not provide one.
- California requires signed form of Resale Certificate, and a copy of original Resale Certificate.

Fill out Credit Card Form

- If you wish to pay by Credit Card, please also fill out the Credit Card Authorization Form. Fax along with the Credit Card Authorization form.

Please print clearly and fax all requested material to 805-985-8952 or Email it to new.accounts@ultra-digital.com.

Thank you,

Ultra Digital Credit / Accounting

Tel: (805) 985-2805

Fax: (805) 985-8952

Completed Ultra Digital New Account Application
Completed Credit Card Authorization Form



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INFORMATION RELEASE and TERMS AND CONDITIONS:

By submitting this application and agreement, including any financial statements and additional information, the entity identified above ("Customer") is applying to Ultra Digital, and Its subsidiaries (collectively, "Ultra Digital") to obtain trade credit. By your signature, enter into contractual agreements. You agree to the credit policies established from time to time by Ultra Digital and further agree that all sales of Ultra Digital products to Customer shall be governed by Ultra Digital's terms and conditions of sales below. The customer hereby authorizes all creditors, sources, named bank and trade creditor(s) listed above to release any credit information requested by Ultra Digital. I undersign agrees that the information provided is correct and accurate best of my knowledge.

Terms and Conditions of Sale:

The undersigned Customer agrees to make payment in full to Ultra Digital for all amounts due according to Ultra Digital's invoice on or before the net due date. Customer hereby grants Ultra Digital a perfect security interest in any goods purchased by Customer from Ultra Digital (and all proceeds thereof) to secure any and all obligations of Customer to Ultra Digital, including but not limited to any obligation of payment. Customer hereby appoints Ultra Digital as its attorneys-in-fact to make, execute and endorse any note, check, draft, money order, instrument, or other medium of payment and authorizes Ultra Digital to affix Customer's name to any other document to enforce this security interest. Ultra Digital is authorized to file and record any financing statements in its discretion. You acknowledge that if Customer should default in any payment(s), Ultra Digital reserves the right to declare all invoice amounts due and payable without notice to Customer. In addition, Ultra digital shall have the right to charge a finance fee of 1.5 % (or the highest rate allowed by law, if less) per each 30 day period (18% annualized), or part thereof, for any invoice that is past due. In the event Ultra Digital should commence any action or actions, or otherwise seek to enforce this agreement against customer, Customer agrees to pay reasonable attorney(s) fees, court and other collection expenses incurred by Ultra Digital, whether or not suit is filed. This agreement is not transferable or assignable without prior written consent of Ultra Digital and you agree to inform Ultra Digital in writing prior to any changes in the legal name and form of Customer. On behalf of Customer, you certify that all information provided in connection with this application is, and that all information subsequently provided to Ultra Digital in connection with this application or credit extended to Customer by Ultra Digital shall be, true and correct in all material respects. Moreover, you acknowledge that Ultra Digital will be relying on such information with respect to making decisions regarding customer's terms of credit. You herby consent to Ultra digital obtaining information about you personally and Customer from credit reporting agencies and other sources Ultra Digital deems appropriate in considering this application and subsequently for purpose of updates, renewals, or extensions of credit granted as a result of this application or in reviewing or collecting Customer's account. You Acknowledge Ultra Digital reserves the sole discretion and right to decline, change or revoke the terms of credit provided to Customer. You agree to provide Ultra Digital with a valid and correct tax exemption certificate applicable to the product ship-to location prior to acceptance by Ultra Digital of any order and indemnify Ultra Digital against liability for any and all sales or other similar taxes, however designed, associated with any order.

* *Print Name:* _____ * *SIGNATURE:* _____ * *TITLE:* _____ * *DATE:* _____

Individual Personal Guaranty

Guarantors Name: _____, *Residing at* _____

For good and valuable consideration, including the extension of credit to the customer identified on the application from which I will benefit, do hereby unconditionally guarantee and promise to pay in full on demand and all obligations of customer to Ultra Digital without regard for any claim of setoff, counterclaim or defense. I hereby wave notice of sales to customer, and of term thereof, and of non-payment or other default or dispute with customer. I hereby wave any right to a jury trial and consent to all renewals and modifications of terms of sale or composition, nature, personnel or location of customer and I Hereby subordinate and indebtedness of customer to me to that of customer to Ultra Digital. I recognize that my individual credit history may be necessary factor in the evaluation of the this guaranty and hereby consent to and authorize the use of consumer credit report on me by Ultra Digital, as a business credit grantor, from time to time as needed in the ongoing credit evaluation process. In the event Ultra Digital should commence any action or actions, or otherwise seek to enforce the Guaranty against me, I agree that to pay reasonable attorney(s) fees, court cost and other expenses incurred by Ultra Digital in said actions, whether or not suit is filed. I agree that a facsimile copy of this Guaranty shall be considered an original and admissible in a court of law to the same extent as the original document. This Guaranty shall insure to the benefit of Ultra Digital and its successors and assigns and shall bind my heirs, executors, personal representatives, administrators and other successors.

* *Print Name:* _____ * *SIGNATURE:* _____ * *SSN:* _____ * *Birthdate:* _____



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Credit Card Authorization Form (if applicable)

Ultra Digital ("Company") has agreed to sell product to _____ ("Customer"). As part of this agreement

"Customer" authorizes "Company" to place charges for said product on their _____ credit card ("Card") bearing the

"Card" number of _____ expiring on _____

I, _____, have authorized to make purchases for "Customer" and authorized signer on the "Card".

This "Card" authorization will apply and be legally binding for any future orders placed by "Customer" via phone, fax, mail, or any other means. In addition to the aforementioned card signer, the following individuals may place orders on "Customer's" behalf.

Printed Name: _____ Signature: _____

Should "Customer" choose to revoke such "Card" authorization, he/she must do so in writing, with said revocation taking place within ten business days of receipt of said notification. Please send written notification to Address below:

Ultra Digital
Attn: New Accounts
2620 Kelp Street
Oxnard, CA 93035

Cardholder Name: _____ Date: _____

Statement Address: _____

Authorized Signer (Signature): _____

Authorized Signer (Printed Name): _____