



# Sparkle Power Inc. 1000 Rock Ave, San Jose, CA 95131

A Leading Power Supply Manufacturer TEL: 408-519-8888 FAX: 408-519-9999

SPI Sales Rep: \_\_\_\_\_ Lead Code in SAP \_\_\_\_\_

## CREDIT APPLICATION AND AGREEMENT (Revised 06/2009)

INSTRUCTIONS: Please print or type. Form must be completed in all parts to be processed. If a corporation, the signature must be that of an **authorized officer**. If a partnership, the application must be signed by all partners. The submission of this application does not guarantee the open account term. It is not approved until accepted by Sparkle Power Inc.

### I. APPLICANT PROFILE Date: \_\_\_\_\_ (MM/DD/YYYY)

**Business Legal Name:** \_\_\_\_\_ **Federal Tax ID:** \_\_\_\_\_

**Legal Entity:** \_\_\_\_\_ Corporation \_\_\_\_\_ Partnerships \_\_\_\_\_ Sole Proprietorship

**DBA (Do Business As):** \_\_\_\_\_

**Division/Subsidiary of (if any):** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_ **Date of Registration:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Bill To (if different):** \_\_\_\_\_

**Ship To (if different):** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_ **URL (web address):** \_\_\_\_\_

**Contact Officer:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Direct #:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Account Payable Contact:** \_\_\_\_\_ **Direct#:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Type of Business:** \_\_\_\_\_

**Business Established Since:** \_\_\_\_\_ (MM/YY) **At Current Location Since:** \_\_\_\_\_ (MM/YY)

**Number of Employee:** \_\_\_\_\_ **Annual Sales Volume:** \_\_\_\_\_

### All Owners, Principals, Partners, or Officers

Name	Title	Telephone #	Address	SS#
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

II. **CREDIT REFERENCES:** SPI default terms are Visa/Master, cash/cashier checks and Wire Advance. To apply for credit terms of sale, please complete the remaining pages. The latest Financial Statements are required to attach if a higher than \$50,000 line of credit is desired.

**Desired Terms/Line (if qualified):** \_\_\_\_\_

**Bank References & Trade References:** Please complete and sign the following pages or attach your own reference sheet with signed authorization statements for releasing the information to Sparkle Power Inc.

The Federal Equal Credit Opportunity Act prohibits credit grantor from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract). The Federal Agency that administers compliance with this law is the Federal Trade Commission, Washington DC, 20580.



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**IIA. AUTHORIZATION TO RELEASE BANK CREDIT INFORMATION** (Revised 06/2009)

INSTRUCTIONS: Please fill in and sign the top portion of this form. Please kindly provide the account numbers for **all applicable accounts** in the bottom portion of this form. Please remember: The more complete your banking information is the easier and **faster it will be for SPI to process your credit application.**

**TO BANK:** \_\_\_\_\_  
 (Your Bank Name)

**REGARDING:** \_\_\_\_\_  
 (Your Company Name)

We are currently in the process of establishing trade credit with SPARKLE POWER INC. We therefore authorize you to release **all related deposit accounts and loan/line of credit** information to SPARKLE POWER INC., with respect to our account(s) and credit facilities with you. Please provide the requested information to SPARKLE POWER INC. directly in order to expedite our credit application approval.

**Bank Contact Name:** \_\_\_\_\_ **Phone#:** \_\_\_\_\_

**Authorized Officer:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Print Name) (Title)

<b>TO BE COMPLETED BY CUSTOMER</b>		<b>FOR BANK USE ONLY</b>		
<u>Account Type</u>	<u>Account Number</u>	<u>Date Open</u>	<u>Current Balance</u>	<u>Year To Date Avg</u>
Checking	_____	_____	_____	_____
Money Market	_____	_____	_____	_____
Sweep	_____	_____	_____	_____
Others	_____	_____	_____	_____
Loan	_____	_____	_____	High Credit: _____
Line of Credit	_____	_____	_____	Line Authorized for Use: _____
		<u>Returned Check:</u>	<u>Yes ( )</u>	<u>No ( )</u>
		<u>Rating:</u>	<u>Excellent ( )</u>	<u>Good ( )</u>
			<u>Satisfactory ( )</u>	<u>Poor ( )</u>
		<u>Comments:</u>	_____	_____
			_____	_____
		<u>Prepared By:</u>	_____	_____
			(Print Name)	(Signature)
		<u>Date:</u>	_____	



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**II.B. TRADE REFERENCES:** Please provide the following trade references (within the same type of business as yours) or attach a separated sheet as you wish.

NAME	CONTACT	PHONE#	FAX#	TERM /LINE

**III. CREDIT AGREEMENT**

In consideration of, and in order to allow Sparkle Power Inc. (SPI) to establish a line of credit or accept C.O.D. company checks, I/we understands and agree to pay for all charges to the account in accordance with the terms of sale. If purchase orders terms received conflict with SPI terms of sale, the terms of this credit application will prevail. If at any time, and for any reason, we are unable to pay for purchases when due, we agree to be billed and pay an additional charge of 1.5% per month (18 percent per annum) as fair average compensation to SPI. I/we acknowledge that all terms are subject to periodic reviews and may be changed at SPI discretion. We understand that all claims, requests for adjustments, or notifications of errors must be made in writing within thirty days or charges are considered accepted and that all returns require to comply with SPI RMA policy as attached. If, for any reason, collection proceedings or legal action are deemed necessary by Sparkle Power Inc. (SPI) to collect any portion of the amount that is in default, I/we agree that all disputes and arbitrations shall be regulated by Santa Clara County Court, California. I/we agree to pay all bank fees, collection costs including reasonable attorney fees whether or not suit is filed, through final dispensation. Should the name, ownership, or structure of this business, change in any way after the date of this application, I/we agree to notify SPI in writing and by certified mail return receipt requested, of such changes and agree that any and all charges, due invoices and other fees incurred until such notice is received shall remain mine/ours responsibility. I/We certify that all information provided herein are true and correct, and that all debts are currently being paid in the normal course of business as they become due and that no insolvency exists as defined in the Bankruptcy Reform Act and that no petition has been contemplated or filed for protection. I/We grant Sparkle Power Inc. (SPI) a continuing security interest or lien on all merchandise purchased on the applicants account until paid in full. This agreement is binding on the Applicant(s). A facsimile or copy of this application and signature can be accepted as an original. Should any part of this agreement for any reason be declared invalid, such decision shall not affect the validity of the remaining parts, which will remain in full force and effect. I/We authorize Sparkle Power Inc. (SPI) to conduct any banks, trade references history, or consumer credit inquires needed as necessary to grant terms.

X _____	X _____
Legal Signature	Legal Signature
Date	Date
(Signature is of the owner, 2 partners or 2 corp. officers, or authorized signers with legal documents)	
X _____	X _____
Print Name	Print Name
Title	Title



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**IV. RMA POLICY**

1. CONTACT OUR RMA DEPT. VIA PHONE: 408-519-8888 EXT. 160 TO OBTAIN THE RMA REQUEST FORM (OR DOWNLOAD IT FROM SPI WEBSITE : [WWW.SPARKLEPOWER.COM](http://WWW.SPARKLEPOWER.COM) AND HAVE READY: (1). CORRESPONDING INVOICE(S) NUMBER(S). (2). ITEM NUMBER (PART NUMBER) AND QUANTITY. (3). REASON FOR RETURN.

2. SPI RMA DEPT. WILL THEN FAX YOU AN RMA REQUEST FORM. (PLEASE ALLOW UP TO 24 HRS TO COMPLETE YOUR REQUEST.

3. COMPLETE THE RMA REQUEST FORM AND FAX BACK TO SPI WITH COPY OF THE INVOICE(S). INCOMPLETE FORMS COULD RESULT IN A DELAY OF RMA PROCESS.

4. THE RMA NUMBER IS VALID FOR FIFTEEN DAYS FROM THE ISSUING DATE. PLEASE SHIP YOUR RETURN ITEMS PROMPTLY VIA PREPAID FREIGHT.

5. DISPLAY THE RMA NUMBER PROMINENTLY ON THE SHIPPING LABEL OR ON THE EXTERIOR SHIPPING CONTAINER. ITEMS RECEIVED W/O A VALID RMA NUMBER WILL BE REJECTED OR SHIPPED BACK FREIGHT COLLECT.

6. PRODUCTS WILL BE SHIPPED BACK TO YOU VIA UPS/TRUCKING GROUND ONLY. IF YOU REQUEST A QUICKER DELIVERY, THE FREIGHT DIFFERENCE WILL BE CHARGED TO YOUR ACCOUNT.

7. RETURN PRODUCTS MUST BE SENT IN SECURE PACKAGING TO PREVENT ANY SHIPPING DAMAGE. SPI WILL NOT BE RESPONSIBLE FOR DAMAGES CAUSED BY POOR, IMPROPER OR INSUFFICIENT PACKAGE.

8. RETURN PRODUCTS WITH DIFFERENT RMA NUMBER MUST BE SHIPPED IN SEPARATE BOXES. IF YOU NEED TO COMBINE ALL ITEMS IN ONE BOX, YOU MUST WRITE THE RMA NUMBER(S) FOR EACH ITEM. INCOMPLETE OR INCORRECT RMA(S) INFORMATION ON THE SHIPPING PACKAGE, WILL CAUSE US TO REFUSE THE COMPLETE SHIPMENT AND RETURN IT TO YOU AT YOU EXPENSES.

9. DOA PROGRAM COVERAGE -- 60 DAYS FROM THE DATE OF PURCHASE.

10. RMA PROGRAM COVERAGE -- 1 YEAR PARTS AND LABOR FROM THE DATE OF PURCHASE. SPI WILL HAVE THE OPTION TO REPAIR OR REPLACE THE RETURNED POWER SUPPLY.

11. ALL RETURNED (NON DEFECTIVE) ITEMS MUST BE IN RESALABLE CONDITION, ACCOMPANIED WITH ORIGINAL CARTON, PACKAGING MATERIALS, AND ALL ACCESSORIES INCLUDED WHEN FIRST PURCHASED.

12. ANY PRODUCT WHICH HAS BEEN COSMETICALLY ALTERED IN ANY WAY OR FORM (I.E. PRIVATE LABEL, TAG, STENCILED, TAMPERED WITH, ETC.) WILL NOT BE ACCEPTED FOR RETURN FOR CREDIT OR REPLACEMENT.

13. A 15% RESTOCKING FEE WILL BE ASSESSED IF THE REASONS FOR RETURN ARE ONE OF THE FOLLOWING: (1). YOU HAVE ORDERED THE WRONG ITEMS (2). YOU ARE NOT SATISFIED WITH THE PERFORMANCE, BUT THE PRODUCT IS NOT DEFECTIVE. (3). THE ITEMS YOU HAVE ORDERED ARE NOT COMPATIBLE WITH THE OTHER COMPONENTS. (4). ALL PRODUCTS RETURNED FOR CREDIT AFTER 30 DAYS FROM THE ORIGINAL DAY OF PURCHASE (INCLUDING THE EVALUATION ITEMS).

14. FREIGHT (SHIPPING) CHARGES ARE NON-REFUNDABLE.

15. EVALUATION UNITS MUST ALSO FOLLOW SPI RMA PROCEDURE.

Read, understood and agreed by : \_\_\_\_\_ date: \_\_\_\_\_

Signature : \_\_\_\_\_

**THE CREDIT APPLICATION WILL NOT BE PROCESSED IF SPI RMA POLICY IS NOT RETURNED SIGNED.**

## California Resale Certificate

### I HEREBY CERTIFY:

1. I hold valid seller's permit number: \_\_\_\_\_

2. I am engaged in the business of selling the following type of tangible personal property:

\_\_\_\_\_

3. This certificate is for the purchase from \_\_\_\_\_ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

\_\_\_\_\_

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

\_\_\_\_\_



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

\_\_\_\_\_

TELEPHONE NUMBER

(      )

DATE

\_\_\_\_\_

\*\*\*\*\*  
DO NOT WRITE IN THE AREA BELOW: SPARKLE POWER INTERNAL USE ONLY  
\*\*\*\*\*

**Customer Name/SAP Code:** \_\_\_\_\_ **Sales Code:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Products/Models Interested:** \_\_\_\_\_

**Initial Order Items/Unit price/Amount Total :** \_\_\_\_\_

**First Order Anticipating Date:** \_\_\_\_\_

**Net Term Required for Account Setup(Y/N):** \_\_\_\_\_

**Stock Symbol/ Price Per Share (if Public Company):** \_\_\_\_\_

**Sales Comments:** \_\_\_\_\_

**Resale Permit Verified By:** \_\_\_\_\_

**Initial Term/Line Granted:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_