

I. INFORMATION **DATE:**

1. APPLICANT NAME (FULL FIRM NAME) _____
 FRANCHISE, DIVISION OR AFFILIATE OF _____
 DBA/FICTICIOUS NAME: _____
 STREET ADDRESS _____ COMMERCIAL RESIDENTIAL
 CITY STATE ZIP CODE _____
 BUSINESS PHONE FAX NO. CELL PH. _____
 RESALE NUMBER YEAR EST _____
 Corporation / LTD Partnership Sole Proprietorship UNDER THE LAW OF THE STATE OF _____
 WEBSITE ADDRESS E-MAIL ADDRESS _____

2. IF SOLE PROPRIETOR OR PARTNERSHIP

OFFICER / PROPRIETOR TITLE _____
 OFFICER / PROPRIETOR TITLE _____
 OFFICER / PROPRIETOR TITLE _____
 YEARS AT PRESENT LOCATION RENT OWN LANDLORD: _____

PREVIOUS STREET ADDRESS (IF LESS THAN 2 YEARS) _____
 RESIDENCE ADDRESS PHONE _____
 CITY STATE ZIP _____
 RESIDENCE PHONE DRIVER'S LIC. NO EXPIRATION DATE _____
 DATE OF BIRTH SOCIAL SECURITY NO _____

II. REFERENCES PLEASE LIST UNSECURED VENDORS FOR TRADE REFERENCE

1. COMPANY NAME

ACCOUNT NUMBER _____
 ADDRESS _____
 CITY STATE ZIP CODE _____
 BUSINESS PHONE FAX NUMBER _____

2. COMPANY NAME

ACCOUNT NUMBER _____
 ADDRESS _____
 CITY STATE ZIP CODE _____
 BUSINESS PHONE FAX NUMBER _____

3. COMPANY NAME

ACCOUNT NUMBER _____
 ADDRESS _____
 CITY STATE ZIP CODE _____
 BUSINESS PHONE FAX NUMBER _____

II. BANKING INFORMATION

COMMERCIAL BANK NAME _____ CONTACT NAME _____
STREET ADDRESS _____ PHONE NUMBER _____
CITY _____ STATE _____ ZIP _____
BRANCH LOCATION _____ ACCOUNT NUMBER _____

III. CREDIT INFORMATION & TERMS (Please Read Carefully)

Applicant hereby requests credit purchasing, attest financial ability and responsibility, agree to all Paul Collins Associates' conditions and credit policies, agree to remit payment for all invoices in accordance with Paul Collins Associates' terms and hereby certify that all information provided herein is true and correct under penalty of perjury. Applicants also swear and affirm that they have no knowledge of any impending financial or credit problems. Applicants further certify that they are duly authorized to execute this document. Applicants hereby authorize Paul Collins Associates to check Applicants' bank and credit references including, but not limited to credit reports and personal history. Applicants unconditionally release all credit references listed from any and all liability for any damage which might result from furnishing such information to Paul Collins Associates. Applicants agree that this Application for Credit shall remain Paul Collins Associates property and will be included in Applicants credit file. In consideration of the granting and extension of credit by Paul Collins Associates' to Applicants, it is hereby agreed that Applicants will pay all sums when due. In the event of a non-payment, applicants do hereby agree to pay, in addition to the principal amount due, all collection charges incurred by Paul Collins Associates including charges made by a collection agent up to the maximum amount allowed by law, attorney's fees and costs. Applicant further agrees to pay interest at the rate of 18% per annum commencing upon the first day following that date due for money owing. In the event of breach of this contract Paul Collins Associates may proceed in law or equity. In the event of a dispute, Applicants expressly waive the right to a jury trial. This agreement has been entered into in the County of Orange and the State of California and jurisdiction and venue, for all disputes shall be in appropriate courts in that county and state. Applicants have read and agree to the terms and conditions of Paul Collins Associates' invoices and said terms and conditions are incorporated herein by reference.

TO BE SIGNED ONLY BY THOSE IN A POSITION TO GUARANTEE THE PERFORMANCE OF THE APPLICANT COMPANY.

AUTHORIZED APPLICANT SIGNATURE: _____ **PHONE NUMBER** _____
PRINT NAME _____ **SOCIAL SECURITY NUMBER** _____
RESIDENCE STREET ADDRESS _____
CITY _____ **STATE** _____ **ZIP** _____

IV. CONTINUING PERSONAL GUARANTEE (Please Read Carefully)

In consideration for the extension of credit, Paul Collins Associates to applicants, the undersigned does jointly and severally personally guarantee to pay and be responsible for payments of all sums, balances and accounts due Paul Collins Associates by Applicants, including collection charges, interest at 18% per annum, attorney's fees and costs. This shall be an open and continuing guaranty and shall continue in full force and effect, notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by Paul Collins Associates, without obtaining any consent thereto and until expressly revoked by written, certified notice from me/us to Paul Collins Associates. Any such revocation shall not in any manner affect my/our liabilities to any indebtedness existing prior thereto. I/we do hereby waive notice of acceptance of this agreement, notice of default or nonpayment and waive action required by any statutes against Applicants. No delay on Paul Collins Associates part in exercising any right hereunder or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against Applicant or any other person primarily or secondarily liable with Applicants, shall operate as a waiver of any such right or in any such manner prejudice Paul Collins Associates' right against me/us. I/we agree that in the event of default at any time by said Applicants, Paul Collins Associates shall be entitled to look to me/us immediately for full payment without prior demand or notice. In the event of a dispute, I/we expressly waive the right to a jury trial. This agreement has been entered into in the County of Orange and the State of California and jurisdiction and venue for all disputes shall be in appropriate courts in that county and state. The terms and conditions of this continuing personal guaranty are understood and agreed to by the signed party.

Signature _____ **Print Name** _____

V. NOTICES, COSTS, AND ATTORNEY'S FEES (Please Read Carefully)

All notices and other communications requires or permitted hereunder shall be in writing and shall be deemed to have been validly given or made personally delivered or sent by certified mail, postage prepaid and addressed to the dealer at the address above. In the event any action, suit or proceeding is instituted to enforce any provision of the agreement, the party in whose favor final judgement shall be entered, shall be entitled to receive from the losing party, reasonable attorney's fees and other litigation costs. In witness whereof the parties hereto have caused the agreement to be executed by their duly authorized representatives as of this date. _____ **INITIAL**

VI. FOR PCA USE ONLY – DO NOT WRITE BELOW THIS LINE

BILL TO ACCOUNT _____ **SHIP TO ACCOUNT** _____
REQUESTED CREDIT LIMIT _____ **TERMS** _____
APPLICATION APPROVED BY _____ **APPROVAL DATE** _____
REMARKS _____



Date:

I _____ of _____ (Company Name)

certify that _____ (Full Company Name) holds a valid Seller's Permit.

Permit Number is: _____ issued pursuant to the Sales and Use Tax Law, and that I am engaged in the business of selling Tangible Personal Property described herein shall be purchased from:

The Pistos Group, Inc. Dba Paul Collins Associates

and will be resold by me in the form of tangible personal property. In the event of such property is being 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 the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased: Consumer Electronic Equipment

Signature _____ Title _____

Signed At _____
(Physical Address, City, State)

(Print Name)

(Phone Number)

**PLEASE INCLUDE A COPY OF YOUR SELLER'S PERMIT
AND FAX BACK TO 714/ 891-8666**

PaulCollinsAssociates



Dear Valued Paul Collins Associates Dealer:

As a service to our valued Dealers, such as your company, we have allowed drop shipments from the manufacturer as well from our warehouse to go directly to Your Clients. *Unfortunately*, we have been experiencing numerous freight claims where the client, the end-user, has not followed proper procedures. This invalidates any possibility of Paul Collins Associates obtaining reimbursement from the freight carriers.

For instance, where box damage is evident clients are signing the bill of lading “free and clear.” **Signing the bill of lading “free and clear” indicates that the product was received in good condition.** Any visible damage to the box or the product itself must be noted on the bill of lading at the time of receipt.

In other instances, clients are ignoring the labeling which instructs them to “OPEN AND INSPECT CONTENTS IMMEDIATELY.” They are not opening the product until two to three weeks after delivery and then discovering product damage for the first time. With most of our freight carriers we only have **twenty-four (24) hours** after delivery to report concealed damage.

Both of these scenarios make it impossible for us to file freight claims and obtain reimbursement. Unfortunately, if the actions of Your Client or lack thereof, prevent us from obtaining reimbursements, we cannot reimburse your Company.

Therefore, until we receive the enclosed Agreement, duly executed, we can no longer drop ship product to your customers.

Thank you for your understanding and assistance in this matter.

Sincerely,

Paul Collins Associates

PaulCollinsAssociates

5445 Oceanus Drive, Suite 102 • Huntington Beach, CA 92649 • 714.891.8333
toll free 800.950.4434 • fax 714.891.8666 • www.paulcollinsassociates.com • info@paulcollinsassociates.com



PCA RECEIVING POLICY & DROP SHIP AGREEMENT

We _____ agree to have Paul Collins Associates
drop ship product directly to our customers. We will instruct each and every one of our customers to open and inspect all contents immediately upon receipt. We will also advise our customers to note any box damage on the bill of lading.

Company Name

Furthermore, we will instruct our customers to report any damage (concealed or otherwise) within twenty-four (24) hours after receipt of goods.

Claims for freight damage are to be made with the carrier by the Buyer/Dealer.

If our customers and we do not follow these procedures, we agree to be liable for any and all damages incurred by Paul Collins Associates.

Signature _____

Print Name _____

Date _____

Note: ALL DEALERS MUST SUBMIT A DROP SHIP AGREEMENT IN ORDER TO RECEIVE SHIPMENTS. FAILURE TO DO SO WILL DELAY SHIPMENTS.

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CREDIT TERMS & CONDITIONS

Dear Dealer:

Thank you for your interest in Paul Collins Associates. Below is our standard Credit Card Authorization form, which must be completed and kept on file at PCA.

If at anytime your account is past the stated terms, which include "Due Upon Receipt" payable within 5 days of receipt of product, you authorize Paul Collins Associates to bill the credit card you have provided. We will forward a copy of the transaction along with a copy of the paid invoice upon completion.

If you choose not to complete the Credit Card Authorization, your account will be set up as "COD" also known as "Cash On Delivery".

Please sign here if you **DO NOT** wish to provide authorization and credit card information.

I, _____ of _____ (Full Firm Name) agree to terms specified as "COD" also known as "Cash On Delivery".

Signature _____ Date _____

Credit Card Authorization

Please fill out the information in the box completely to provide credit card authorization. Please Print neatly

I, _____ OF _____ (FULL FIRM NAME)

HEREBY AUTHORIZE PAUL COLLINS ASSOCIATES TO BILL MY CREDIT CARD FOR PURCHASES TO INCLUDE HOME THEATER, VIDEO AND AUDIO EQUIPMENT.

CREDIT CARD NUMBER _____

CHECK ONE MASTER CARD VISA EXP DATE _____

CARDHOLDER NAME AS IT APPEARS ON CARD _____ TITLE _____

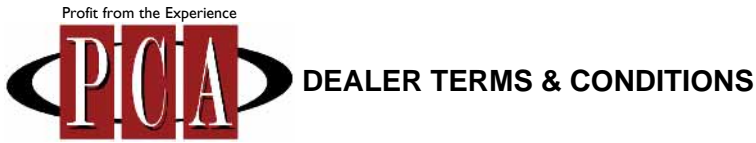
BILLING ADDRESS _____ PHONE _____

CITY, STATE, ZIP _____

SIGNATURE _____ DATE _____

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PRICING & TERMS: All price lists, terms and conditions are subject to change without notice.

ORDER ACCEPTANCE: All orders are subject to approval and acceptance by Paul Collins Associates, hereinafter referred to as PCA.

CANCELLATION OF ORDER: Your order is processed upon receipt during normal business hours. If product has not been shipped Buyer may cancel order in writing. If order has been shipped Buyer is financially responsible.

RETURNED GOODS: All sales are final unless otherwise agreed in advance. A return authorization must be obtained and accompany the product. Product will otherwise be refused. Dealer pays freight unless otherwise arranged. No cash refunds. Merchandise credit only.

CLAIMS: Claims for shortage of product must be made in writing within three (3) days of shipment. Claims for loss on damage in transit must be made with carrier. We shall not issue credit on any product that has not received prior approval by PCA or that has been altered or defaced in any way. Paul Collins Associates gives no warranty, express or implied and will not be responsible for any defect, failure or performance or harm caused by use, misuse or any application of these goods. It is expressly agreed that in no event will Seller's (known as PCA) responsibility exceed the amount paid for the goods rejected, and will under no circumstances be liable for consequential damages. Buyer (here after known as the Dealer) represents and warrants that he/she has expertise in use of these goods and waives all claims of defect or otherwise on acceptance of the goods.

THOMSON MERCHANDISE: PCA is not a Thomson service center. PCA is not authorized to take returns or exchange. Please call PCA for an authorized service center near you.

FREIGHT: Dealer is responsible for all freight charges. This includes freight charges on "Special Orders" and orders requiring "Special Handling". A signed "Receiving Policy and Drop Ship Agreement" must be on file before any product can be shipped or picked up from PCA's facility. Title and risk of loss or damage passes to the Purchaser upon delivery to the carrier at the point of shipment. All sales are made F. O. B. point of shipment. Claims for loss or damage in transit must be made with the carrier.

PAYMENT TERMS: All new accounts are set up as "COD" (Cash Upon Delivery), or Credit Card. Items billed as "Due Upon Receipt" must be paid within 5 days of receipt. Terms are sometimes offered when specified criteria is met. A late fee of 1.5% per month, 18% per annum of each invoice will be assessed when an invoice is 2 or more days late this includes "Due Upon Receipt" accounts. We accept Visa, MasterCard, and Discover. _____ **Initials**

CREDIT APPROVAL: PCA reserves the right, among other remedies, either to terminate or suspend further deliveries in the event the customer fails to make payments when due. Should the Dealer's financial responsibility become unsatisfactory, PCA reserves the right to modify payment terms without notice. Cash payment and/or security to PCA may be required for future deliveries. _____ **Initials**

SERVICE CHARGES: A \$25.00 fee is assessed for all returned checks.

COLLECTION COSTS: Collection costs will be charged to the Buyer/Dealer if the account becomes delinquent. If a dispute should arise, I _____ the Buyer (Dealer) of _____ (full firm name) expressly waives the right of a jury trial. This agreement has been entered into in the County of Orange in the State of California and jurisdiction and venue for all disputes shall be in appropriate courts in that county and state. The terms and conditions of this are understood and agreed to by the signed party. **Signature** _____ **Print Name** _____

MERCHANDISE ON BACK ORDER: Merchandise on back order will be shipped as soon as available unless otherwise advised verbally or when necessary in writing. PCA shall not be liable for any loss or damage arising from delay in fulfilling or failure to fulfill any accepted orders in accordance with its terms.

This contract shall be governed by, and constructed in accordance with, the laws of the State of California. All parties herein consent to the jurisdiction of the courts of the State of California. No oral representations shall be binding unless clearly set forth herein.

I, the undersigned, have read all the above terms and conditions and fully understand and agree to them.

Signature _____ **Date** _____

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Paul Collins Associates
Dealer Contact Information Request
Please fax back to 714.891.8666 (ASAP)

Hello- We are in the process of updating our Dealer Contact Information Database. Please Help us serve you better, and protect your business, by providing the information requested below. Thank you! (Please Print Neatly) Paul Collins Associates Team

Company Name: DBA:

Phone: Fax:

Mailing/Billing Address:

Satellite Office(s):

Shipping/Receiving Address:

Showroom Location(s):

Hours of Operation:

Lines Displayed:

Contact Information

Owner: Phone/Ext:

Email:

Main Contact & Title: Phone/Ext:

Email:

Purchasing (Auth. Buyer): Phone/Ext:

Email:

Accounts Payable: Phone/Ext:

Email:

Shipping/Warehouse: Phone/Ext:

Email:

Email Addresses and Contacts for Training, News, Promotions, etc.

Email: Contact:

Email: Contact:

Email: Contact:

Please fax back to 714.891.8666 - Thank You!