

Dear Valued Customer,

Attached is the credit application you requested to establish a NET 30 account with Flexible Assembly Systems, Inc. You may send the completed application along with your PO to Rebecca@flexibleassembly.com, or fax it to (619) 330-2666.

The following items must be received and approved by our accounting department before NET 30 terms are available:

1.) Business Credit Application

- The top portion "NAME/ADDRESS" must be filled out
- Attached separate copy of your "TRADE REFERENCES" with this completed business credit application
- The bottom must be signed and dated
- All company contact information must be filled out, including a fax number, email, direct line and/or extensions

2.) Terms & Conditions

- By signing the credit application you agree to all Flexible Assembly Systems, Inc's Terms & Conditions.
- Terms & Conditions are NON-NEGOTIABLE and subject to change, for an updated version please visit www.Flexibleassembly.com/terms

All items must be faxed or emailed back to our accounting department. If you choose to fill out the Credit Application form we provide; you will be submitting 2 pages for approval. These pages include: (1) Completed Business Credit Application and (2) Separate Copy of Trade References. If all necessary and appropriate pages are not submitted your application for NET 30 terms will not be approved. Any pending orders will be placed on hold until the required forms and information are received.

*You may expedite your order and bypass the approval process by providing a credit card for payment.

If you have any questions or need further assistance with these forms, contact Rebecca Masey in accounting.

Thank you,

Rebecca Masey - Controller
(619) 287-7000 ext.260
(619) 330-2666 (fax)
Rebecca@FlexibleAssembly.com



Name/Address

Last:		First:		Title:	
Name of Business:				Tax I.D. Number:	
Address:			Email:		
City:	State:	ZIP:	Phone:	Fax:	

Company Information

Type of Business:		In Business Since:			
Legal Form Under Which Business Operates:					
Corporation		Partnership		Proprietorship	
If Division/Subsidiary, Name of Parent Company:			In Business Since:		
Name of Company Principal Responsible for Business Transactions:			Title:		
Address:		City:	State:	ZIP:	Phone:
Credit Line Requested (estimated monthly purchases):			D&B	Rating:	D&B #:

Accounting Contact

Last:		First:		Email:	
Phone:		Ext:		Fax:	

Purchasing Contact

Last:		First:		Email:	
Phone:		Ext:		Fax:	

Bank References

Institution Name:
Checking Account #:
Address:
Phone:

Please Note:

To establish Net30 terms you must provide a separate list of trade references along with this application to be eligible for Net30 approval. As an alternative you may expedite your order and bypass the approval process by providing a credit card for payment.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. I have also read and understand the Terms & Conditions following this credit application. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. We further acknowledge that credit privileges, if granted, may be withdrawn at any time.

***Note: Accounts may be placed on a HOLD status if payments are not received by the required due date. Collection fees may apply.

Signature

Date

Terms & Conditions

Flexible Assembly Systems, Incorporated

This Agreement is by and between Flexible Assembly Systems, Incorporated, a California corporation, (the "Seller,") and its customer (the "Buyer.") Seller and Buyer are collectively referred to in this Agreement individually as "Party" and collectively as the "Parties."

Description--Sale of Goods

1. Seller shall transfer and deliver to Buyer, and Buyer shall pay for and accept, the goods identified in Schedule A, which is attached to this Agreement and incorporated by reference (hereinafter "Goods".)

Time of Delivery

2. The Goods shall be delivered by Seller on or by when the best estimate when delivery can be made.

3. All prices of the Goods are F.O.B. Place of Shipment.

4. Quotations of shipping dates are based on best information available from Seller's suppliers. Seller is not liable for any damage arising from any delay or late delivery beyond its control or the control of its suppliers. Shipping charges advertised are an estimate and are subject to change based on the weight of the items(s) ordered.

Delivery in Lots

5. Buyer shall have the right to demand all of the Goods at one time during the period stated in Paragraph 2, or in portions from time to time.

Payment Terms

6. Established payment terms are terms seller has agreed to but are not limited to Net 30. Payments not received by the required due date are subject to an ACCOUNT HOLD and or a 5% LATE FEE per month of the amount due. Collection fees may apply.

Method of Tender

7. Identification of the Goods under Commercial Code Section 2501 shall occur at the moment this Agreement is signed by the Parties and or goods delivered. Risk of loss of the goods shall pass to the Buyer upon shipment by Seller.

Title

8. Title to the goods shall remain with the Seller until Buyer takes physical possession of the goods.

Cancellation of Orders

9. Buyer shall provide a written request for the cancellation of orders for Goods, which have been placed by Buyer with Seller. Merchandize that has been special ordered by Seller may incur a Twenty Five Percent (25%) cancellation charge.

Disclaimer of Express Warranties

10. Seller warrants that the Goods are as described in this Agreement, but no other express warranty is made in respect to the Goods. Goods manufactured by any party other than Seller and sold by Seller will carry that manufacture's warranty, limited to the repair or replacement of the particular product at the discretion of the manufacturer. Seller will assist in facilitating the applicable warranty on behalf of Buyer, but is not responsible for said warranty. If any model or sample was shown Buyer, that model or sample was used merely to illustrate the general type and quality of the goods and not to represent that the Goods would necessarily conform to the model or sample.

Disclaimer of Implied Warranties

11. The Goods are being sold on an "as is" basis. The entire risk as to the quality and performance of the Goods is with the Buyer. Should the Goods prove defective following their purchase, the Buyer and not the Seller assumes the entire cost of all necessary servicing or repair.

Price

12. The price to be paid by Buyer shall be that contained on the Seller's price list last published before the date of actual delivery of the goods.

Time of Payment

13. Buyer shall pay for the goods at the time and place of delivery, or by established payment terms.

14. Payment for Goods that are purchased from Seller will be subject to the following terms and conditions: a) Accounts may be placed on a HOLD status if payments are not received by Seller on the due date identified in Paragraph 14 herein. This HOLD will remain until all payments on all open invoices, including collection fees, have been received by Seller; b)The purchase price shall be deemed satisfied if the total invoice amount is paid in full within the established payment terms from the billing date shown on the original invoice.

Right of Inspection

15. Buyer shall have the right to inspect the Goods at the time and place of delivery before paying or accepting them.

Method of Payment

16. Payment shall be made in cash, check, or by credit card.

Remedies

17. Buyer and Seller shall have all remedies afforded each by the Uniform Commercial Code.

Successors and Assigns

18. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, if any, successors, and assigns.

Choice of Law

19. This Agreement shall be construed in accordance with and governed by the laws of the State of California, with the exclusive jurisdiction of San Diego County.

Arbitration

20. Any controversy, claim or dispute between the Parties hereto arising out of or related to this Agreement or the breach thereof, which cannot be settled amicably by the Parties, shall be submitted for binding arbitration in accordance with the provisions contained herein and in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Rules"); provided, however, that notwithstanding any provisions of such Rules, the Parties shall have the right to take depositions and obtain discovery regarding the subject matter of the arbitration, as provided in the California Code of Civil Procedure. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein. All arbitration proceedings shall be held in San Diego, California. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

Attorney's Fees

21. Should either Party hereto, or any heir, personal representative, successor or assign of either Party hereto, resort to legal proceedings in connection with this Agreement their relationship with the Company, the Party or Parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing Party or Parties.

Notices

22. Any and all notices, demands, or other communications required or desired to be given hereunder by any Party shall be in writing and shall be validly given or made to another Party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail; such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the Party to whom such notice.

Amendment

23. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the Parties hereto.

Entire Understanding of Parties

24. This Agreement and any exhibit attached constitute the entire understanding and agreement of the Parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Unenforceability of Provisions/Severability

25. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect

Authority of Seller's Agents

26. No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty concerning the Goods sold under this Agreement, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this written Agreement, it has not constituted a part of the basis of this bargain and shall not in any way be enforceable.

Waiver

27. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.