

BUSINESS INFORMATION

Legal Entity Name	Subsidiary/Division of:		
Address (Line 1)			
Address (Line 2)			
City:	State:	State:	Zip:
Phone:	Fax:	Website:	
Business Type:	OEM	CM	Distributor
In Business Since:			
Federal Tax ID (or SSN if individual):	Are Purchases Tax Exempt? Yes No		
State of Incorporation:	<small>(California businesses will be charged sales tax unless a valid tax exemption certificate is provided.)</small>		
Requested Credit Limit:			

CREDIT REFERENCES

(Or provide your standard reference sheet)

Supplier Name (1 of 3):	Contact Name:	
Phone:	Fax:	Email:
Supplier Name (2 of 3):	Contact Name:	
Phone:	Fax:	Email:
Supplier Name (3 of 3):	Contact Name:	
Phone:	Fax:	Email:

ACCOUNTS PAYABLE CONTACT

Name:	Preferred Billing Method:	Email	Paper / Mail
Phone:			
Contact Email:	AP Email:		

AGREEMENT

The undersigned hereby authorizes any financial institution or creditor presented with a photocopy of this authorization to release to Suntsu Electronics, Inc. operating under the dba's SUNTSU, NEXSUN, NEMCO and STRAIGHT ROAD ELECTRONICS ("Suntsu") all financial information deemed necessary to formulate a credit decision. Applicant's signature attests financial responsibility and ability of the Company to pay within terms that may be granted by Suntsu. **The applicant further acknowledges careful reading, understanding and agreement to Suntsu's Commercial Terms and Conditions of Sale which are attached and made part of this agreement.** An electronic receipt by fax, email or photocopy of this application will be considered an original copy. I certify that I am authorized and empowered to execute this agreement and to bind the entity. I represent that to the best of my knowledge all of the information presented in this application is true and correct, and understand that Suntsu is relying on this information to extend credit. **Application is to be signed by an officer or authorized representative of the company.**

Name:	Signature:
Title:	Date:

Complete application and submit to cdossland@suntsu.com or fax to +1-949-680-4724.

ALL QUOTATIONS AND SALES OF PRODUCTS AND SERVICES ("PRODUCTS") TO CUSTOMER ("CUSTOMER") BY SUNTSU ELECTRONICS, INC. AND ITS DIVISIONS OPERATING UNDER DBA'S SUNTSU, NEXSUN, NEMCO AND STRAIGHT ROAD ELECTRONICS (COLLECTIVELY REFERRED TO AS "SUNTSU") ARE SUBJECT TO THESE TERMS AND CONDITIONS ("AGREEMENT"). NEXSUN MUST AGREE TO ANY ADDITIONS OR CHANGES TO THESE TERMS AND CONDITIONS IN A SIGNED WRITING TO BE EFFECTIVE.

ORDERS: Quotes from SUNTSU are invitations to tender and are subject to change at any time without notice. All orders are subject to acceptance by SUNTSU. Contracts between CUSTOMER and SUNTSU are formed only upon SUNTSU's written acceptance or execution of CUSTOMER's ORDER ("ORDER") and shall be subject to this Agreement. The terms of this Agreement may not be amended or superseded by any terms contained on a CUSTOMER ORDER. In the event of any conflict or inconsistency between the terms of this Agreement and any other contractual document between the parties, the terms of this Agreement shall control. Unless otherwise expressly agreed by SUNTSU, all PRODUCTS procured for CUSTOMER ORDERS are non-cancelable and non-returnable ("NCNR") unless determined to be defective or fail to meet PRODUCT specifications. The CUSTOMER may not cancel, reschedule, reconfigure or assign ORDERS without NEXSUN's prior written authorization.

PRICES AND TERMS OF PAYMENT: Until firm ORDERS are accepted by SUNTSU, prices are subject to change. Except as otherwise set forth on the front of a SUNTSU invoice or acknowledgment, terms of payment are net 30 days from invoice date; prices are EXW SUNTSU's facility (Incoterms 2010); and prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be solely CUSTOMER's responsibility. Interest on past due invoices will be charged the greater of a monthly rate of 1.5% or the maximum rate allowed by applicable law. At any time, SUNTSU may upon notice change CUSTOMER's payment terms, credit limit and require financial data from CUSTOMER for verification of CUSTOMER's credit worthiness. SUNTSU reserves the right to modify any terms prior to shipment, require payment in advance, or delay/cancel any shipment or order due to CUSTOMER creditworthiness. If CUSTOMER defaults on any payment under this agreement, SUNTSU may reschedule or cancel any outstanding delivery and declare all outstanding invoices due and payable immediately.

DELIVERY AND TITLE: Unless otherwise specified by SUNTSU in writing, all deliveries by SUNTSU are FCA SUNTSU's facility (Incoterms 2010). Unless otherwise agreed, SUNTSU may select a carrier. CUSTOMER is responsible for all shipping costs and any applicable surcharges. Title and risk of loss shall pass to CUSTOMER upon delivery of the PRODUCTS to the carrier. SUNTSU's delivery dates are estimates only and SUNTSU is not liable for delays in delivery. SUNTSU reserves the right to make partial shipments and CUSTOMER will accept delivery and pay for the PRODUCTS delivered. A delayed delivery of any part of an ORDER does not entitle CUSTOMER to cancel other deliveries. In its sole discretion, SUNTSU may allocate, defer, delay, or cancel the shipment of any PRODUCT which is in short supply.

PRODUCT RETURNS: CUSTOMER may return PRODUCTS only with a return material authorization ("RMA") issued by SUNTSU. RMAs will be issued only for damage, shortage, or other discrepancy to PRODUCTS created solely by SUNTSU or the original manufacturer, and only if CUSTOMER notifies SUNTSU in writing of any damage, shortage, or other discrepancy to PRODUCTS within 30 days after receipt of the shipment; otherwise CUSTOMER is deemed to have accepted the PRODUCTS and may not revoke acceptance. All returned PRODUCTS shall be subject to inspection by SUNTSU regarding any alleged damage, shortage, or other alleged discrepancy. RMAs will not be granted for damage, shortage, or other discrepancy created by CUSTOMER, the carrier or freight provider, or any other third party. Returned PRODUCTS must be in original manufacturer's shipping cartons or equivalent. All PRODUCTS returned without authorization will be held awaiting CUSTOMER instructions for 20 days, after which SUNTSU may deem the PRODUCTS abandoned and dispose of them without crediting the CUSTOMER account.

SUNTSU'S LIMITED WARRANTY: SUNTSU warrants that all PRODUCTS will conform with manufacturer specifications within warranty limitations. SUNTSU will transfer to CUSTOMER any transferable PRODUCT warranties, remedies, and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. SUNTSU MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. SUNTSU MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT. If PRODUCTS do not meet manufacturer's specifications or if value-added work by SUNTSU does not meet CUSTOMER's specifications, the CUSTOMER's exclusive remedy will be, at SUNTSU's election: (1) repaired at no cost to CUSTOMER, (2) replaced at no cost to CUSTOMER; or (3) refund of CUSTOMER's purchase price. CUSTOMER must return PRODUCTS to SUNTSU within the warranty period specified by the manufacturer if applicable.

LIMITATION OF LIABILITY: To the extent permitted by applicable law, CUSTOMER shall not be entitled to any indirect, special, incidental or consequential damages against SUNTSU, including without limitation, loss of profits or revenue, loss of data, loss of use, rework, manufacturing expense, injury to reputation, or loss of customers, irrespective of whether SUNTSU may have been informed of such potential damages. CUSTOMER's recovery from SUNTSU for any direct damages shall not exceed CUSTOMER's purchase price of the subject PRODUCT(s) at issue. CUSTOMER shall defend, indemnify, and hold SUNTSU harmless from

any claims based on; (i) SUNTSU's compliance with CUSTOMER's designs, specifications, or instructions, (ii) modification of any PRODUCTS by anyone other than SUNTSU, or (iii) CUSTOMER's and/or end users' use of PRODUCTS in combination with other products and/or services.

FORCES BEYOND NEXSUN'S CONTROL: SUNTSU is not liable for failure to fulfill its obligations for any accepted ORDER or for delays in delivery due to causes beyond its reasonable control, (for example, without limitation: acts of God, acts or omissions of the CUSTOMER, man-made or natural disasters, epidemic medical crises, materials shortages, tariffs or other government actions, strikes, acts of terrorism, delays in transportation, or inability to obtain labor or materials through its regular sources).

USE OF PRODUCTS: CUSTOMER shall comply with PRODUCT specifications. PRODUCTS are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, and/or catastrophic property damage. If CUSTOMER uses or sells the PRODUCTS for use in any such applications, CUSTOMER acknowledges that such use or sale is at CUSTOMER's sole risk. CUSTOMER shall defend, indemnify, and hold SUNTSU and the PRODUCT manufacturer harmless from and against all liabilities and costs arising out of or in connection with such use or sale.

EXPORT/IMPORT: Certain PRODUCTS sold by SUNTSU and other related technology and documentation may be subject to export control laws, regulations and orders of the United States and/or the export or import control laws and regulations of other countries. CUSTOMER will not directly or indirectly export or divert any PRODUCTS and other related technology and documentation to any third party or country where such export or transmission in violation of any lawful restrictions or prohibitions. CUSTOMER shall be solely responsible for its compliance with all applicable import and export controls, including without limitation obtaining any required license(s) or permit(s).

PRODUCT INFORMATION: PRODUCT information, including information related to a PRODUCT's specifications, export/import control classifications, uses or conformance with legal or other requirements, is obtained by SUNTSU from its suppliers or other sources. Such PRODUCT information is provided by SUNTSU on an "AS IS" basis. SUNTSU makes no representation as to the accuracy or completeness of such PRODUCT information, and disclaims all representations, warranties and liabilities under any theory with respect to such PRODUCT information, including any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. SUNTSU recommends CUSTOMER validate any PRODUCT information before using or acting on such information. All PRODUCT information is subject to change without notice. SUNTSU is not responsible for typographical or other errors or omissions in PRODUCT information.

INTELLECTUAL PROPERTY: CUSTOMER agrees to comply with all requirements with regard to any intellectual property. If CUSTOMER provides SUNTSU with any intellectual property, CUSTOMER warrants that it has all necessary legal rights to such intellectual property. CUSTOMER shall defend, indemnify and hold SUNTSU harmless from all liability, cost or expense arising out of or relating to any (a) CUSTOMER breach or alleged breach of these terms and conditions, or (b) CUSTOMER use or sale of the PRODUCTS or services, including infringement claims that arise from CUSTOMER use of PRODUCTS or services in combination with other PRODUCTS or services, except to the extent, if any, of SUNTSU's proportionate fault.

GENERAL:

1. The laws of the State of California will exclusively govern disputes between SUNTSU and CUSTOMER without reference to California's conflict of laws principles. State and federal courts located in Orange County, California shall have exclusive jurisdiction over litigation to recover amounts or settle disputes relating to all business conducted between SUNTSU and CUSTOMER, including without limitation collection of amounts due to SUNTSU. Each party expressly and irrevocably waives any jurisdictional objections to the jurisdiction of such courts, including without limitation forum non conveniens and lack of personal jurisdiction. The prevailing party in any legal dispute shall recover its attorneys' fees, expert fees, and other costs relating to such litigation. The United Nations Convention for the International Sale of Goods shall not apply to PRODUCTS sold under this Agreement.
2. CUSTOMER may not assign this Agreement without the prior written consent of SUNTSU or its affiliates. SUNTSU or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successors and assigns.
3. This Agreement can only be modified in writing signed by authorized representatives of both SUNTSU and CUSTOMER.
4. The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.