

CREDIT APPLICATION



StoneFly, Inc.
26250 Eden Landing Road
Hayward, CA 94545

www.StoneFly.com
Phone 510.265.1616
Fax 510.265.1565

Type of account applying for: Net Terms _____ Requesting Line \$ _____

COMPANY INFORMATION:

Legal Company Name _____

Other Trade Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Type of Business Entity Sole-Proprietor Partnership Corporation Other

Federal Tax ID.# _____ D&B # _____

Year Established _____ Annual Sales \$ _____

Registered or incorporated in the state of _____ (Please attach a copy of certificate of sales tax registration)

Is the company listed above, a publicly trade company? Yes - Ticker Symbol _____ No

Are you a Subsidiary Division Parent Company Name _____

Address _____ City _____ State _____ Zip _____

BANK INFORMATION:

1. Bank Name _____ Phone _____

Address _____ City _____ State _____ Zip _____

Account# _____ Loan# _____ Account Rep. _____

2. Bank Name _____ Phone _____

Address _____ City _____ State _____ Zip _____

Account# _____ Loan# _____ Account Rep. _____

TRADE REFERENCES:

Please attach a one-page sheet of your trade references.

RELEASE:

The undersigned authorizes release of all credit information requested by StoneFly, Inc.

Signature _____ Print Name _____ Date _____

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SALES AGREEMENT:

By signing below you represent that your business is a valid business entity and that you are an authorized representative of the business with authority to enter into contractual agreements. You hereby agree to the terms of sale listed on each StoneFly, Inc. ("StoneFly") invoice. Invoices and account statements will be provided by postal mail to the designated contact. In case of a credit sale, you acknowledge that StoneFly will charge a finance fee of one and one-half percent per each thirty day period, or part thereof, for any invoice that is past due. In order to induce StoneFly to extend credit for the purchase of StoneFly's products ("Products") and for other good and valuable consideration, you hereby convey, grant and transfer to StoneFly a purchase money security interest in the Products and all proceeds until you perform all your obligations due to StoneFly. You agree to execute any financing statements that StoneFly may request in order to protect StoneFly's security interest and hereby authorize StoneFly to execute and irrevocably appoint StoneFly as your attorney in fact for the execution of such financing statements and for the exercise of its remedies as a secured party.

On behalf of your business, you certify that all information provided in this Application is complete and accurate, and you authorize StoneFly to obtain information about you personally and your business from credit reporting agencies and other sources StoneFly deems appropriate in considering this Application and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this Application or in receiving or collecting the Account. Should customer default in any such payments, StoneFly shall have the right, without notice to Customer, to declare all invoice amounts due and payable. In the event that StoneFly should commence any action or actions, or otherwise seek to enforce this agreement against Customer or any Guarantor, customer agrees to pay reasonable attorney(s) fees, court costs and other expenses, incurred by StoneFly whether or not suit is filed. This agreement is not transferable or assignable without the prior written consent of StoneFly. Customer agrees that any change in liability for any debts incurred to StoneFly due to a change in customer's form of business, shall not be effective until StoneFly receives actual notice of the change by certified mail. You agree that your transactions with StoneFly shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of laws principals. You further agree that any lawsuits between StoneFly and yourselves shall be brought only in the state and federal courts of Alameda county of California or the venue of StoneFly's choosing. You hereby submit to the jurisdiction of such courts in any dispute with StoneFly and you waive any objections to venue being in such courts.

I/We agree to adhere to credit/service policies and procedures established by StoneFly, Inc.

Dated as of this _____ Day of _____, 20_____

Legal Company Name _____

Customer/Authorized Signer(s) _____
(Signer must be a Corporate Officer)

Printed Name _____ Title _____

CREDIT APPLICATION CHECKLIST:

- All sections of this 2-page Credit Application have been completed including the above Sales Agreement.
- Trade Reference sheet attached.

RESELLERS:

- Signed Resale Certificate attached.
- Copy of Valid Reseller Permit attached.

****ALL INFORMATION MUST BE COMPLETED FOR CONSIDERATION****
