

Applying For Credit

1. For open account credit consideration please complete the following credit application.
2. When the credit application is completed it may be:
 - A. Faxed to our accounts receivable department at 925-687-6689, or
 - B. Emailed to ap@quickmountpv.com
3. Remember to fill out, initial, and sign our “Terms And Conditions” form which needs to be returned with the credit application form.
4. We require a minimum of 3 trade references.
5. You may complete and return the attached California Resale Certificate form, or provide the respective tax and use form for your state. Without this on file, we must charge the current taxable rate on all purchases if applicable.
6. Upon credit account opening, all orders must have a signed purchase order that is to be faxed or emailed to sales@quickmountpv.com.
7. Quick Mount PV considers the customer information that we maintain to be confidential and private and we are committed to protecting its confidentiality. Please see a copy of our privacy policy at <http://quickmountpv.com/privacy-policy.html>
8. Should you have any questions regarding our credit policies, please contact our accounts receivable department at 925-687-6686, by fax at 928-687-6689 or by email at ap@quickmountpv.com
9. If you would like to be listed on our website please contact mark@quickmountpv.com.



936 Detroit Ave., Suite D
Concord, CA 94518
(925) 687-6686 Office
(925) 687-6689 Fax

Credit Application

Please provide the following Information:

Date: _____

Legal Name: _____

D/B/A: _____

Phone No: _____ Ext. _____

Bill To: _____ Ship To: _____
Address: _____ Address: _____

City: _____ City: _____
State: _____ Zip: _____ State: _____ Zip: _____

Email: _____

Federal Tax ID No: _____

Nature Of Business: _____

Type Of Business: () Corporation () Partnership () Sole Proprietor () LLC () Other _____

Year Business Established: _____ Website: _____

Credit line requested: _____

Have you or your partners, or principals ever filed for bankruptcy? () Yes () No

Officers, Partners, or Principals:

Name: _____ Email: _____

Home Phone No: _____ Title: _____

Home Address: _____

Name: _____ Email: _____

Home Phone No: _____ Title: _____

Home Address: _____

Name: _____ Email: _____

Home Phone No: _____ Title: _____

Home Address: _____

(List additional names on a separate sheet.)

Person to contact for Accounts Payable: _____

Phone No: _____ Email: _____



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Trade References

- 1. Company: _____ Contact Person: _____
Address: _____
Phone No: _____ Fax No: _____
Email: _____
- 2. Company: _____ Contact Person: _____
Address: _____
Phone No: _____ Fax No: _____
Email: _____
- 3. Company: _____ Contact Person: _____
Address: _____
Phone No: _____ Fax No: _____
Email: _____
- 4. Company: _____ Contact Person: _____
Address: _____
Phone No: _____ Fax No: _____
Email: _____

Permission to Verify:

I hereby authorize the trade references listed in this credit application to release the necessary information to Quick Mount PV and/or its agents for which credit is being applied in order to verify the information contained herein.

Signature: _____

Date: _____

Print Name: _____

Title: _____

(Must be owner, officer, or partner)



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Bank Reference

Bank: _____ Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____

Email: _____

Account No: _____ Type of Account: _____

Account No: _____ Type of Account: _____

All Statements Made herein this application for credit are true and accurate to the best of our knowledge. My Signature below constitutes an authorization for Quick Mount PV and/or our agents to contact the above references, to make any and all inquiries necessary for action on this credit application so that Quick Mount PV may consider granting net terms privileges to us. I further authorize Quick Mount PV to share the Information to other creditors and credit reporting agencies regarding its experience with the company and/or the undersigned. In addition, my signature below signifies approval for my bank and creditors to respond to any and all credit inquiries about us. We hereby indemnify Quick Mount PV and its agents from any liability resulting from their credit survey or credit reporting.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Legal Name: _____

(Must be owner, officer, or partner)



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Who Is Authorized To Place A PO

1. Name: _____ Title: _____

Phone No: _____ Fax No: _____

Email: _____

2. Name: _____ Title: _____

Phone No: _____ Fax No: _____

Email: _____

3. Name: _____ Title: _____

Phone No: _____ Fax No: _____

Email: _____

4. Name: _____ Title: _____

Phone No: _____ Fax No: _____

Email: _____

I hereby authorize the above-mentioned employee's to place written Purchase Orders.

Signature: _____ Date: _____

Print Name: _____ Title: _____

(Must be owner, officer, or partner)



Quick Mount PV
936 Detroit Avenue, Suite D
Concord, CA 94518-2539
P 925 687 6686 F 925 687 6689
www.quickmountpv.com

TERMS AND CONDITIONS

BY PURCHASING FROM QUICK MOUNT PV, YOU AGREE TO THESE TERMS AND CONDITIONS.

No other terms shall apply except as agreed in writing and signed by us. We reserve the right to correct typographic errors and decline orders.

PRICES/PAYMENT

Prices, title and risk of loss are FOB our warehouse. Prices don't include taxes or shipment and may change without notice. Freight is pre-paid and charged when invoiced. All COD purchases are to be paid with a major credit card or wire transfer of funds. Company check is permissible for open accounts. The buyer hereby acknowledges that terms of payment for any and all goods and/or services are from date of invoice. Payment is due in full based on the terms established for this account. A finance charge with a monthly periodic rate of 1.5% (being an ANNUAL PERCENTAGE RATE OF 18%) is imposed on all past due amounts. Please pay from invoice. It is further acknowledged by the buyer that should a Collection Process be instituted to recover any monies owed, liability for Court Fees, Attorney Fees, and all costs rests with the applicant.

CUSTOMS/TAXES AND DUTIES

Custom Duties/Tariffs are the responsibility of the buyer. Any taxes which Quick Mount PV may be required to pay or collect, upon or with respect to the manufacture, sale, purchase, delivery, use or consumption of the goods or any material relating thereto, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the purchaser, which shall promptly pay such to Quick Mount PV upon demand.

FORCE MAJEURE

Quick Mount PV shall not be liable for loss, damage or delay in manufacture, shipment or delivery of the goods or for its inability to perform any or all of its obligations hereunder due to the failure or happening of events or conditions rendering performance commercially impracticable, or to any causes beyond Quick Mount PV's reasonable control, including but not limited to, acts of God, any acts or omissions of Purchaser, acts of civil or military authorities, fire, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion, war, delays in transportation, late delivery by Quick Mount PV's supplier or subcontractors, fuel or other energy shortages. If any such failure of events or conditions result in a delay in performance, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Acceptance of the material by the Purchaser shall institute a waiver of all claims for loss or damage due to any delay resulting from any such force majeure cause.

APPLICABLE LAW

The terms, conditions and covenants contained herein shall be governed by and construed in accordance with the laws of the State of California, as they apply to transactions between merchants and venue in any action herein may be laid in or transferred to Contra Costa County, California. If any provision or provisions hereof are void or are declared to be void, such provision or provisions shall be deemed and hereby are severed from this document, which shall otherwise remain in full force and effect.

RETURNS

For suspected shipping damage an exception should be taken at time of delivery. No returns will be accepted without prior written authorization from Quick Mount PV. Quick Mount PV may, if products have been used or altered by buyer, refuse to approve any return. Any unauthorized returns will be sent back at sender's expense. No exceptions. All returns must have an approved Return Merchandise Authorization (RMA) Number and must include a copy of the approved RMA Form and a copy of the original invoice. All approved returns will be subject to a restocking charge of fifteen percent (15%) plus shipping charges, to be set by Quick Mount PV.

INSPECTION

Purchaser shall inspect the original packaging within ten (10) days after delivery, to determine the correct product was shipped and received in good condition. Unless Purchaser notifies Quick Mount PV within ten (10) days thereafter specifying any obvious damage or defect or other objection to the materials, it shall be conclusively presumed, as between Purchaser and Quick Mount PV, that Purchaser has fully inspected and acknowledges that the materials comply with the original Purchase Order.

SHIPPING POLICY

All material will be shipped via UPS or Common Carrier Freight. We can ship on Customer Account or if our account is used, it will be prepay and charged to Customer, FOB Concord Ca. UPS does not deliver to P.O. Boxes.

UPS or Freight charges calculated in quotes for shipping are approximate. Actual charges may vary due to shipping weight and size of package. Exact charges and UPS tracking number will be emailed to you when your order has shipped. Freight tracking will be sent to you the day after shipment has gone out. Quick Mount PV reserves the right to group items into as few pallets as possible and to reduce cost (i.e. mixed products on same pallet). As an average, Quick Mount PV's orders will be shipped within 1-5 days but reserves the right to ship within 14 days relative to fluctuation in demand.



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TERMS AND CONDITIONS

You will be notified of any delays. In the event of such delays, purchaser retains the right to cancel its order(s), without liability to Quick Mount PV. In those instances when Quick Mount PV does not have the materials in stock and a purchaser has not cancelled his order(s), it will schedule a delivery date following its receipt of the materials and you agree to accept the delivery of the materials at that time. We are currently serving the United States and Canada only. However, shipments to other countries can be sent to a freight forwarder of your choice.

UNDELIVERABLE PACKAGES

Should packages be returned to us as undeliverable, we will issue a full refund for product(s) only. Shipping charges, however, will be invoiced, unless it was an error on our part. We are unable to re-ship orders that are returned to us as undeliverable until a determination has been made for future deliveries and avoidance of this situation. If you would still like to purchase items that were undeliverable, you are welcome to place a new order with the appropriate delivery information.

HOLD HARMLESS AGREEMENT

A. Indemnity

SELLER shall indemnify, hold harmless and defend Buyer from any suit, cause of action, judgment or claim ("Claim") for damage to property or bodily injury, loss of life, liability of any nature, costs, or expenses including reasonable attorney fees ("Damages") arising out of or related to:

1. the sale or use of Products provided by Seller;
2. the negligent act or omission of the Seller;
3. intentional misconduct of Seller or
4. infringement of any intellectual property right or trade secret of a third party

B. Exclusions

Seller shall have no liability to Buyer for any CLAIM that arises:

1. from or out of any PRODUCT that has been altered or damaged by buyer;
2. as a result of any representation made by Buyer regarding the PRODUCT that is inconsistent with the PRODUCT description and documentation;
3. relabeled improperly caused by sole negligence of the Buyer.

OTHER

Website. Use of our website "www.quickmountpv.com" is governed by the Terms of Use agreement published on the website.

Rights. As indicated on our product and in our material, patent, copyright, trademark or similar rights apply to our products and, unless otherwise stated, to all material (including graphical images, photographs, videos, wording) presented in electronic form (including websites, emails), in printed form (including brochures, instructions, ads, catalogues), in audio/visual form (including videos, dvds, cds) is owned by the Company.

No part of our product, no part of our material may be reproduced in any way without Quick Mount PV's prior written permission. Any such use/infracton will be prosecuted to the fullest extent permitted by law.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America without reference to its principles of conflicts of laws.

Consent to Jurisdiction. You agree that any dispute, legal action, arbitration, mediation or other proceeding that you initiate concerning this Agreement shall be brought in the United States or state courts located in the County of Contra Costa, State of California. You further agree that we, at our sole discretion, may initiate an action or proceeding concerning this Agreement in the County of Contra Costa, as provided above, or in any other foreign or United States court or administrative agency having jurisdiction over the subject matter of the dispute. You (a) accept the jurisdiction of the foregoing courts, whether in the County of Contra Costa or

in any other jurisdiction where we have chosen to file, (b) irrevocably agree to be bound by any final judgment (after any appeal) of any such courts, and (c) irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the laying of venues of any suit, action or proceedings with respect hereto brought in any such courts, and further irrevocably waive to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum. You agree that a final judgment (after any appeal) in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner to the extent provided by law.

Company Name: _____

Name: _____ Signature: _____

of Authorized Representative/Employee of Authorized Representative/Employee

Title: _____ Date: _____

of Authorized Representative/Employee



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 QUICK MOUNT PV of the item(s) I have listed in paragraph 5 below.

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:
ROOFING MOUNTS AND MOUNTING PRODUCTS

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

2010April14 [CaliforniaResaleCertificate]

936 Detroit Ave, Suite D, Concord, Ca., 94518
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Email: sales@quickmountpv.com www.quickmountpv.com