



BatteriesInAFlash.com, Inc · 720 W. Cheyenne Ave. Ste 170 · N. Las Vegas, NV 89030

P (702) 248-2423 · F (702) 248-2623 · E sales@biaf.com

Credit Application

Business Name: _____ DBA: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: (____) ____ - _____ Fax: (____) ____ - _____ E-mail: _____
Billing Address: _____
City: _____ State: _____ Zip Code: _____
Federal EIN: _____ Dun and Bradstreet #: _____ Year established: _____
Limit Desired: _____ Number of Employees: _____ Current Sales: _____
Type of Business: _____ Business Description: _____
President/Owner: _____
VP Finance/CFO: _____
Purchasing Manager: _____
Send our invoices via (check one): Email Fax Mail to our billing address
Billing Address or Fax: _____

BANK REFERENCE

Name: _____ Contact: _____
Address: _____ Phone #: (____) ____ - _____
City: _____ State: _____ Zip Code: _____ Acct. #: _____

TRADE REFERENCES

Name: _____ Contact: _____
Address: _____ Phone #: (____) ____ - _____
City: _____ State: _____ Zip Code: _____ Fax #: (____) ____ - _____

Name: _____ Contact: _____
Address: _____ Phone #: (____) ____ - _____
City: _____ State: _____ Zip Code: _____ Fax #: (____) ____ - _____

Name: _____ Contact: _____
Address: _____ Phone #: (____) ____ - _____
City: _____ State: _____ Zip Code: _____ Fax #: (____) ____ - _____

Name: _____ Title: _____
Signature: _____ Date: ____ / ____ / ____

BANK AUTHORIZATION

DATE: _____ / _____ / _____

BANK NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NO: (____) _____ FAX NO (____) _____

You are authorized to release to BatteriesInAFIash.com, Inc., any account and credit information with regards to our dealings with your bank.

SIGNATURE: _____

PRINT NAME: _____

ACCOUNT NO: _____

NAME ON ACCOUNT: _____

TYPE OF ACCOUNT: _____

The undersigned hereby certifies that the foregoing statement is a true and correct statement of the undersigned's financial condition and that it is submitted for the purpose of procuring credit. In the event that any material representation set forth herein should prove to be incorrect or untrue, the same will constitute an event of default in any agreement in writing between the undersigned and Batteries In A Flash.com, Inc.

PLEASE FAX COMPANY TAX RESALE CERTIFICATE TO: **(702) 248-2623**

Or EMAIL TO **sales@biaf.com**

TERMS AND CONDITIONS OF SALE

By signing below Buyer agrees that the following terms and conditions shall apply to all contracts for the sales of goods entered into between the Buyer and BatteriesInAFIash and/or one or more of its subsidiaries or affiliates (individually or collectively herein known as the Seller) and that these terms and conditions shall apply and control regardless of any writing contained in Buyer's purchase order or other forms exchanged by the parties prior to or subsequent to the execution of this Agreement. These terms shall apply to all deliveries made on or after this date by Seller to Buyer. The parties specifically rejected all previous or subsequent terms that conflict with those contained below and agree that these terms shall control. As a material inducement and as consideration for Seller's extension of credit to Buyer, the parties agree to the following:

Buyer's Representations

Buyer represents that it is solvent as of the date of this Agreement. Buyer acknowledges that any credit offered to Buyer is contingent on Buyer's account remaining in a current status through the date of delivery of any orders from Seller. Should Buyer's account fail to remain in a current status, or Seller receive information indicating Buyer is delinquent with other vendors or that there has been a deterioration in Buyer's financial condition, the terms of sales shall revert to cash upon delivery at Seller's sole option. Signer of this Agreement represents that he is authorized to negotiate terms and conditions regarding the purchase of goods by his employer.

Imposition of Interest, Collection Fees and Acceleration Payment in Case of Past Due Balances

Buyer agrees that interest at the rate of 1.5% per month or the highest allowed by law (whichever is lower) will be imposed on all account balances that are past due. Buyer also agrees if an invoice is not paid within 30 days of its due date, Buyer will be liable to and shall reimburse the Seller for reasonable attorney's fees, expenses and/or collection charges in addition to the aforementioned interest charges incurred in the collection of these delinquent amounts. Furthermore, if any invoice due by Buyer to Seller exceeds 30 days past due, all monies owed Seller by Buyer shall immediately become due and payable in full regardless of their original due date. To the extent that the provisions of the previous sentence becomes applicable, if at that time Seller owes Buyer any monies, those amounts shall be set-off against amounts Buyer owes Seller.

Consent to Jurisdiction and Forum Selection

The parties hereto agree that all actions or proceedings arising in connection with this Agreement and its related sales transactions shall be tried and litigated exclusively in the State and Federal courts located in the County of Clark, State of Nevada. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non convenient or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Clark, State of Nevada shall have in personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. The parties agree to waive any right to trial by jury. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its registered agent in any jurisdiction in which it is incorporated or does business in. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

Disclaimer of Certain Warranties

Seller disclaims all warranties (expressed or implied) related to the product, its merchantability or fitness for a particular use other than product(s) meets the written specification provide by Seller. Buyer acknowledges that the only representations related to this product that have been made by Seller are contained in writing provided to the Buyer by the Seller.

Waiver of non-conformity and/or defect unless timely notice is provided

Buyer shall inspect all goods within a reasonable period (not to exceed 7 days) from date of delivery. Any claims for nonconformance with Seller's written specifications or shortage not made in writing and received by Seller by the end of the 30th calendar day after delivery shall be consider irrevocably waived. Additionally the Buyer agrees that no action founded upon this contract (other than an action by the Seller to collect an amount due arising out of this contract) or in tort shall be brought unless it is commenced within 366 days of the act or omission complained of.

Binding Effect on Successors and Related Parties

Buyer agrees that this Agreement shall be binding on Buyer and all successors.

Modification

These terms shall only be modified in a writing signed by BatteriesInAFIash and no waiver of the terms and conditions shall be valid unless communicated in a signed written agreement indicating that the writing is a waiver and specifically referencing the term or condition being waived.

Returns

The purchaser must receive a Return Authorization (RA) number, using BatteriesInAFIash standard form. Return of defective products will be accepted only within 14 days of RA date. RA number must be shown on the exterior of the package. A packing slip must be supplied with a copy of the approved RA. Unauthorized returns will not be accepted. Returned goods are subject to inspection to identify BatteriesInAFIash's liability in order to repair, replace or issue credit. Restock charges apply, unless waived in writing.

Freight Terms

Standard freights terms are F.O.B. factory; "prepay and charge", and ownership transfers upon signature of shipper's bill of lading. Prepay shipping charges will be added to the invoice. Claims for freight related damages and shortages of packages should be made to the carrier. This includes orders that have been quoted with freight expenses. Shipping dates given by BatteriesInAFIash are estimates only, and should not be considered as a fixed or guaranteed date. BatteriesInAFIash will not be responsible for any damages, penalties or back charges of any kind, resulting from delayed shipments or its inability to ship by the acknowledge shipping date. Goods cannot be returned for failure to meet estimated delivery dates.

This agreement and any credit application accompanying documents submitted by the purchaser, represents the entire agreement between the parties hereto and a final expression of their agreement with respect to the purchase of BatteriesInAFIash goods and services, and supersedes all prior written agreements, oral agreements, representations, understandings and negotiations with respect to the matters covered by this Agreement. This Agreement shall be binding on, and shall insure to the benefit of the heirs, executors, administrative, successors and assigns of the parties hereto.

I hereby certify that the information set forth here, together with all other information submitted in connection within this application is true and correct. I understand that BatteriesInAFIash will rely on this information in extending credit to my company and I authorize BatteriesInAFIash to contact and obtain information from the references provided. I have read and understand the Terms of Sale and agree that such terms apply to all transactions with BatteriesInAFIash.

Name: _____ Title: _____
Signature: _____ Date: ____ / ____ / _____

Personal Guaranty

In consideration of Batteries In A Flash.com, Inc., a Nevada corporation (hereinafter "the Company") extending credit hereunder the undersigned, jointly and severally, and unconditionally guarantee and promise to pay the Company, on demand, any and all indebtedness, whether now existing or hereafter created, of the above named applicant to the Company. This is a continuing guaranty and obligations created hereby are unaffected by death of any of the guarantors, revocation by other guarantors of any change in the terms of the indebtedness. Guarantors hereby waive (1) the benefits of any statute or law requiring exhaustion of security or recourse to the applicant before pursuing the guarantor, (2) any defense arising by reason of disability of the applicant, and (3) all rights to presentment, protest and notices of presentment, dishonor, protest, non-performance and of acceptance of this guaranty.

The incorporation, merger, reorganization or sale of the undersigned shall not operate as a termination of the Guaranty, and the guaranty shall continue in force until the undersigned provides to the company, a writing of termination, via certified mail return receipted requested, notifying the company of this change in the undersigned's business status, This notice is to specify the date on which the Guaranty is to be terminated, said date not to be less than seven (7) days after the described notice is received and shall not affect transactions with the undersigned entered into prior to the termination date.

This Guaranty is enforceable against the undersigned Guarantors whether or not the signatures are witnessed. The undersigned authorizes the Company to obtain credit and financial information concerning the undersigned at any time and from any source.

GUARANTOR #1 SIGNATURE:

(without corporate title)		Social Security Number	
Print Name		Partnership #:	Date:
Signature of Spouse of Guarantor #1:		SS#:	
(n/a if no spouse)			

GUARANTOR #2 SIGNATURE:

(without corporate title)		Social Security Number	
Print Name		Partnership #:	Date:
Signature of Spouse of Guarantor #1:		SS#:	
(n/a if no spouse)			

If your company has more than two principals, please use additional pages to accommodate your specific requirements.