

**BUSINESS INFORMATION**

|  |                   |                                  |      |
|--|-------------------|----------------------------------|------|
| Legal Business Name:   |                   | Contact (including Title):       |      |
| DBA (if applicable):   |                   | Parent Company (subsidiary):     |      |
| Business Entity:<br><input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability <input type="checkbox"/> Other (please specify): |                   |                                  |      |
| Fed Tax ID #:  | D & B No.:        | Type of Business or Description: |      |
| Annual Gross Sales:  | No. of Employees: | Year Established:                |      |
| Purchaser Contact:   | Telephone No.:    | Email:                           |      |
| A/P Contact:   | Telephone No.:    | Email:                           |      |
| Business Address:  | City:             | State:                           | Zip: |
| Telephone:   |                   | Fax:                             |      |
| Website:   |                   | Email:                           |      |

**PRINCIPAL INFORMATION**

|                  |        |       |
|------------------|--------|-------|
| Last, First, MI: | Title: | SSN#: |
| Last, First, MI: | Title: | SSN#: |

**BANK REFERENCES**

|                      |                |                         |
|----------------------|----------------|-------------------------|
| 1. Bank Institution: | Account No.:   | Additional Account No.: |
| Contact Name:        | Telephone No.: | Fax No.:                |
| 2. Bank Institution: | Account No.:   | Additional Account No.: |
| Contact Name:        | Telephone No.: | Fax No.:                |

**TRADE REFERENCES**

(Please list your largest open account vendors, preferably in the gaming industry)

|                  |                 |              |      |
|------------------|-----------------|--------------|------|
| 1. Company Name: | Phone No.:      | Fax No.:     |      |
| Address:         | City:           | State:       | Zip: |
| Terms:           | Contact Person: | Account No.: |      |
| 2. Company Name: | Phone No.:      | Fax No.:     |      |
| Address:         | City:           | State:       | Zip: |
| Terms:           | Contact Person: | Account No.: |      |
| 3. Company Name: | Phone No.:      | Fax No.:     |      |
| Address:         | City:           | State:       | Zip: |
| Terms:           | Contact Person: | Account No.: |      |

I (we, if additional principals or guarantors are listed and authorized to sign below) certify to be true the information contained in this credit application and authorize Game Source, Inc., by the signature(s) below (original or facsimile) to obtain information concerning any data presented in this credit application document. It is further understood that individual credit reports may be requested in connection with this credit application and any subsequent update, renewal, or extension of credit. If requested, I (we) will be informed whether or not a credit report was requested and the name and address of the agency that furnished the report. To the best of my (our) knowledge, the information provided in the credit application documents are true.

|                      |               |        |       |
|----------------------|---------------|--------|-------|
| Principal Signature: | Printed Name: | Title: | Date: |
| Principal Signature: | Printed Name: | Title: | Date: |

**SALES TERMS AND CONDITIONS**

**Information Provided:** Applicant hereby certifies that the information furnished under this application and all documents submitted in connection herewith is true and correct and is being furnished to Game Source, Inc. for the purpose of allowing Game Source, Inc. to extend credit to the applicant. Upon approval of this application, Game Source, Inc. at its sole discretion will assign the applicant a maximum credit line. At any time Game Source, Inc. may increase, decrease, or terminate the applicant's credit privileges under this application without prior notice to applicant.

**Purchases:** Because the purchase of goods by applicant from Game Source, Inc., which are not paid-in-full at the time of shipment or delivery constitutes a credit sale, purchases made by applicant must be paid within the specified time period or method as agreed on the applicants account. All orders are subject to prior review and credit approval before release. Applicant hereby agrees that, unless otherwise agreed to by the parties in writing, these terms and conditions shall apply to each invoice relating to the goods sold by Game Source, Inc., to applicant under this Agreement. Merchandise delivered pursuant to this Agreement will remain the sole property of Game Source, Inc., until full payment for such merchandise is rendered to Game Source, Inc.

**Late Payment:** Applicant agrees to pay a 2.0% interest fee per month, or the highest rate permitted by law (whichever is less), on any outstanding payments that are past due until payment is collected.

**Returned Payments:** Payments that are returned to Game Source, Inc. for any reason will be charged a \$20.00 fee for each occurrence and shall be subject to a fifteen percent (15%) re-stocking fee which may be assessed in Game Source, Inc.'s absolute discretion, in addition to such \$20.00 fee.

**Payment Collection:** Applicant agrees to indemnify and hold Game Source, Inc. harmless from any and all claims or damages, arising out of any violation of the representations or warranties contained herein or any breach or default by applicant under this Agreement, including without limitation, any costs and expenses including, attorney's fees, collection agency fees, collection and court costs. All COD shipments payable by check shall have such checks made payable only to Game Source, Inc. applicant shall be responsible for the COD amount if any payments are erroneously made out to any third party including payment to the freight company. **Under no circumstances, shall applicant make any unauthorized changes to any invoices issued by Game Source, Inc., including amending unilaterally the purchase price of any goods contained in such invoices, from time to time.**

**Shipping:** All transportation charges are the responsibility of applicant, unless arrangements are made by supplier prior to shipment. All goods are shipped F.O.B. Supplier's warehouse in Los Angeles, California or other location, if arranged as a drop-shipment by Game Source, Inc. Game Source, Inc. shall not be responsible for spotting, switching, demurrage or other transportation charges unless agreed in writing.

**Damage or Loss:** Any loss or damage to product caused while in transit which is arranged by Game Source, Inc. must be reported by applicant in writing within 48 hours of receiving shipment. Applicant must report such claim to shipping carrier in order for a claim to be issued. Any shipments picked up by an applicant's transportation choice are the responsibility of the applicant to arrange for any claims.

**Returned Shipments:** Applicant is responsible for all charges incurred on shipments that are sent back to Game Source, Inc. for any reason in which the error or cause was the fault or result of the applicant. This includes but is not limited to, incorrect address provided by the applicant, inability to provide payment to courier at the time of delivery, or refusal of shipment for any reason. Applicant will be responsible for shipping charges for both the outbound and inbound transportation costs.

**Returns:** Game Source, Inc. does not accept any returns on its merchandise unless prior written approval is made. Products from Game Source, Inc. are sold "as-is" and may not be returned. A written request must be made and a written confirmation of return acceptance must be made by Game Source, Inc. prior to the return. Any returns made to Game Source, Inc. without prior approval will be refused. Shipments that cannot be refused and are kept at Game Source, Inc. will not be processed for credit or exchange. Applicant must arrange pickup of merchandise in order to receive product back. Any goods that are accepted for return by Game Source, Inc. must be accompanied with an RA number and a restocking fee of fifteen percent (15%) may be deducted against any refund or off-set to applicant.

**Game Source, Inc.'s Terms Control.** These terms and conditions shall control and prevail over any contrary terms in any of the applicant's purchase orders relating to the goods purchased under this Agreement. The shipment terms for all goods purchased by applicant under this Agreement shall be F.O.B. F.O.B. Supplier's warehouse in Los Angeles, California or other location, if arranged as a drop-shipment by Game Source, Inc.

**LIMITATION OF WARRANTIES NON-REFURBISHED PRODUCTS:** GAME SOURCE, INC. DOES NOT MAKE WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS SOLD. APPLICANT MAY NOT RETURN ANY OF THESE PRODUCTS TO GAME SOURCE, INC. FOR REFUND, EXCHANGE, OR OTHERWISE. THE MANUFACTURER'S WARRANTY PASSED ON THROUGH BY GAME SOURCE, INC. TO APPLICANT HEREUNDER, IF ANY, SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION OF WARRANTIES FOR PRODUCTS REFURBISHED BY GAME SOURCE, INC.:** THE APPLICANT ACKNOWLEDGES AND AGREES THAT THE APPLICANT'S SOLE REMEDY UNDER THIS LIMITED WARRANTY OF NINETY-DAYS (90) FROM THE DATE OF PURCHASE WITH RESPECT TO PRODUCTS REFURBISHED BY GAME SOURCE, INC. SHALL BE THE REPAIR OR REPLACEMENT OF THE REFURBISHED PRODUCTS OR ANY COMPONENTS THEREOF WHICH ARE DETERMINED BY GAME SOURCE, INC. TO BE MATERIALLY DEFECTIVE IN MATERIAL OR WORKMANSHIP OR, AT THE SOLE OPTION OF THE GAME SOURCE, INC., THE REFUND OF THE PURCHASE PRICE OF THE PRODUCTS IN QUESTION. GAME SOURCE, INC. SHALL NOT BE LIABLE FOR INJURY TO PROPERTY OTHER THAN THE PRODUCTS THEMSELVES. THIS LIMITED WARRANTY WILL NOT APPLY AND SHALL BE NULLIFIED IF THE WARRANTY SEAL ON ANY OF THE REFURBISHED PRODUCTS ARE BROKEN OR TAMPERED WITH IN ANY MANNER. THIS LIMITED WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION OF DAMAGES:** APPLICANT'S SOLE AND EXCLUSIVE REMEDY RELATING TO THIS AGREEMENT AND/OR GOODS SHALL BE THE REMEDY, IF ANY, AFFORDED BY THE MANUFACTURER OF SUCH PRODUCTS TO APPLICANT AND/OR APPLICANT'S CUSTOMERS AS PROVIDED BY, AND WITHIN THE TIME PERIOD SPECIFIED THEREIN. NO OTHER REMEDY (INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABE TO APPLICANT OR APPLICANT'S CUSTOMERS.

**Security Interest/Lien:** To secure payment of all amounts due Game Source, Inc., applicant hereby grants to Game Source, Inc., a security interest and contractual lien in and on any goods and personal property of applicant (collateral), including without limitation any Collateral in which applicant now has or at any time hereafter acquires an interest and which is now or at any time hereafter situated in, on or about any premises of applicant, utilized in any way in connection with the operation of any of the business of applicant. The security interest and contractual lien shall secure all future advances as well as any and all other liabilities, obligations, and indebtedness of applicant to Game Source, Inc. whether now in existence or hereafter arising, all of which are included in the term liabilities.

**Venue:** The parties agree that Los Angeles, California shall be the agreed venue for any legal action between Game Source, Inc. and applicant, and that the laws of the State of California will govern (without regard to the conflicts of law rules of California).

**Force Majeure.** If Game Source, Inc., shall be delayed in its performance of any obligation under this Agreement or be prevented entirely from performing any such obligation due to causes or events beyond its control, including, without limitation, any act of God, fire, flood, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine, delay in transportation, car shortage, materials shortage, boycott, embargo, present or future law, government order, rule or regulation, such delay or non-performance shall be excused and the time for performance shall be extended to include the period for such delay or non-performance.

**General.** The parties to the Agreement hereby agree that (a) the failure of Game Source, Inc., to insist, in any one or more instances, upon performance hereunder or to exercise any right hereunder is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right; (b) no

modification of this Agreement shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties; (c) this Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns; and (d) the rights and remedies granted in this Agreement are non-exclusive to those otherwise available under principles of equity. **Counterparts: Telefacsimile Execution.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement.

**Severability.** In the event that any one or more of the provisions contained in this Agreement should be held by a court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby, and this Agreement shall be interpreted and construed as if such provision, to the extent that the same shall have been held illegal, invalid or unenforceable, had never been contained herein.

**PERSONAL GUARANTY OF ACCOUNT**

I \_\_\_\_\_, for the purpose of obtaining credit/payments for (insert Company Name) \_\_\_\_\_, at (insert Company Address) \_\_\_\_\_ do personally guarantee and agree to become liable for the payment to Game Source, Inc. for all merchandise purchased in the name of \_\_\_\_\_ (s) account. I further understand that this guarantee constitutes a valid and real lien against personal property to the extent of the amount owed to Game Source, Inc. If this account shall be placed in the hands of an attorney for collection, I agree to pay all reasonable attorneys fees and costs incurred by Game Source, Inc. in the collection process, whether or not legal proceedings are commenced. I further authorize Game Source, Inc. to solicit and receive credit bureau information and agree to provide Game Source, Inc. with personal financial statements.

|                           |                            |
|---------------------------|----------------------------|
| <b>Name of Guarantor:</b> | <b>Signature:</b>          |
| <b>Home Address:</b>      | <b>Guarantor's SSN #:</b>  |
| <b>City, State, Zip:</b>  | <b>Guarantor's D.O.B.:</b> |

**SELLER'S PERMIT VERIFICATION FORM**

**Purchaser's Firm Name:**

I hereby certify that I hold a valid seller's permit no. \_\_\_\_\_, issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling: \_\_\_\_\_

that the tangible personal property described herein which I purchased from Game Source, Inc. will be resold by me in the form of tangible personal property; PROVIDED, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax law to report and pay for the tax, measured by the purchase price of such property.

Property to be purchased may include, but not limited to: *Wireless Accessories, Handsets, Refurbishing Services, Packaging Services, and/or Private Labeling.*

|                          |                      |
|--------------------------|----------------------|
| <b>Dated:</b>            | <b>Purchaser:</b>    |
| <b>Address:</b>          | <b>By and Title:</b> |
| <b>City, State, Zip:</b> | <b>Phone:</b>        |

**A COPY OF YOUR SELLER'S PERMIT OR CITY TAX CERTIFICATE IS REQUIRED.  
 PLEASE FAX WITH YOUR APPLICATION.**