



Nady Systems, Inc.
 6701 Shellmound Street
 Emeryville, CA 94608

E-MAIL: ussales@nady.com
 PH: 510/652-2411
 FAX: 510/652-5075

APPLICATION FOR CREDIT

Company Name _____ Phone () _____

Company Contact _____ Company Contact Email _____

Mailing Address _____ City _____ State _____ Zip _____ Fax () _____

Type or Ownership _____ Date Started _____ Owner Since _____

DBA (If applicable) _____ Estimated Monthly Purchases _____

OFFICERS:

_____ Title: _____ S.S. # _____

Home Address _____ City & State _____ Zip Code _____

_____ Title _____ S.S. # _____

Home Address _____ City & State _____ Zip Code _____

BANK INFORMATION:

Bank: _____ Acct. # _____

Phone () _____ Fax () _____

Bank: _____ Acct. # _____

Phone () _____ Fax () _____

IMPORTANT: Resale Number: _____

I Hereby Certify, that I hold 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 shall purchase from Nady Systems, Inc. will be resold by me in the form of tangible personal property: PROVIDED, however, that in the event any 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.

TRADE REFERENCE

Company	()	Phone	Acct #
Company	()	Phone	Acct #
Company	()	Phone	Acct #

The undersigned acknowledges that this is an application for the creation of a credit account with Nady Systems, Inc. The undersigned further understands that invoices will be submitted pursuant to credit extended on the account and that each such invoice shall bear a due date. Failure to pay an invoice in a timely fashion by the due date shown on each invoice, may result in collection action on the account. The prevailing party in any such action shall be entitled to the cost of suit, including reasonable attorney's fees.

Signature of Corp. Officer or Principle Owner only _____ Title _____ Date _____

**Please attach FINANCIAL statements ? 1.5% charge per month on unpaid balances over 30 days.
 SEE REVERSE FOR OTHER IMPORTANT TERMS AND CONDITIONS OF SALE**

ADDITIONAL TERMS AND CONDITIONS OF SALE

Payment Terms: Payment Terms expressed on the reverse side are those which apply to this invoice. Any other terms implied or verbally expressed are not valid.

Credit Policy: All orders are shipped collect on delivery (C.O.D.) company checks accepted. Nady Sytems, Inc. reserves the right to request "certified" funds. Extended terms are granted by Nady Systems, Inc., or the assigns after careful and complete review of purchaser's trade and bank reference. First orders are normally shipped C.O.D. No shipment will be made to any purchaser while there exists an overdue balance for that purchaser or if the purchaser has reached their credit limit.

Freight Policy: All shipments are Free on Board (F.O.B.) Emeryville, California, USA unless otherwise agreed to by Nady Systems, Inc. All shipments are freight collect or pre-paid and added to invoice, unless otherwise agreed to by Nady Systems, Inc.

Freight Claims: Shipments are made F.O.B. shipping point. Title, risk of loss or damage and insurance is the responsibility of the purchaser, when goods are consigned to the purchaser, their designated agent or drop ship recipient and accepted by freight carrier. It is the purchaser's obligation to submit claims for loss, damage and failure to deliver directly to the carrier. Copies of bills of lading and tracing documents will be provided upon request. In the event of strike, embargo, government action, or any other cause beyond Nady Systems, Inc. control which prevents delivery to the purchaser, then payment shall still be made in accordance with invoice.

Returns: No returns will be accepted unless a return authorization number is provided by the Nady Systems, Inc. Customer Service Department. The number must be clearly marked on the return package. All returns must be prepaid by purchaser. Additional information regarding returns is enclosed within each packaged product. Shipments returned for credit are subject to a restocking fee, up to 15%, unless the account goes past due, then the restocking fee is 50%.

Warranty: All Nady products are warranted to the end user. See warranty card enclosed with each packaged unit for the specific warranty period and conditions. Nady Systems, Inc. excludes all expressed and implied warranties other than what is written on the warranty cards.

Limitations of Liabilities: Nady Systems, Inc. will not under any circumstances, whether as a result of breach of contract, breach of warranty, tort or otherwise, be liable for consequential, incidental, special, or exemplary damages including, but not limited to, loss of profits or revenues, loss of use of or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of purchaser or their buyer.

Sales and Other Taxes: Unless otherwise stated, Nady Systems, Inc. prices do not include sales, use, excise, or similar taxes. The amount of any applicable present or future taxes shall be paid by purchaser. All re-sellers of Nady Systems, Inc. products must submit their resale number prior to any shipment.

Default by Buyer: If the purchaser fails, with or without cause, to accept deliveries of any of the products herein sold, or is otherwise in default under or breaches or repudiates, this or any other contract with Nady Systems, Inc. or fails to pay when due any invoice under said contracts, then in addition to any and all other remedies which Nady Systems, Inc. may have hereunder or by law, without notice (1) may bill and declare due and payable all undelivered products under this or any other contract with Nady Systems, Inc. and/or (2) may defer shipment hereunder and under any other contract until such default breach, or repudiation is removed and/or (3) may cancel any undelivered portion of this and or any other contract in whole or in part (while the purchaser remains liable for associated damages).

Waiver Limitations: Waiver by Nady Systems Inc. of a breach by purchaser of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision, as well as all other provisions hereunder shall remain in full force and effect.

Interpretation and Completeness: This contract is deemed made in the State of California. Nady Systems Inc.'s principal place of business, and shall be interpreted under the Uniform Commercial Code and other laws of the State of California in force at the date of contract. Products are sold only on the terms set forth on both sides of this contract. Different or additional terms previously or hereafter proposed by purchaser are not agreed to by Nady Systems Inc. Any disputes arising from any contract may upon mutual agreement between Nady Systems Inc. and Purchaser, be settled by a third party arbitration proceeding where both parties agree to such in writing within seven days from the original request from either party in writing by registered mail. This contract contains the final and entire agreement between Nady Systems Inc. and purchaser, and no understandings, representations, agreements, modifications, alterations, or additions shall be effective unless waived by Nady Systems, Inc. in writing to Purchaser

Initial

Date

COMMERCIAL GUARANTEE

CREDITOR: NADY SYSTEMS, INC.
6701 SHELLMOUND STREET
EMERYVILLE, CA 94608

APPLICANT: _____
(Dealership) _____

GUARANTOR: _____
(Individual) _____

The undersigned Guarantor jointly, severally and unconditionally guarantees and promises to pay to Nady Systems Inc. (hereafter NSI), its successors or assignees, on demand and in lawful money of the United States, any and all indebtedness of Applicant (above-named) to NSI as follows:

1. Indebtedness

The word "indebtedness" is used in this Guarantee in its most comprehensive sense and includes, but is not limited to, any and all advances, debts, obligations and liabilities of Applicant (including judgments received by NSI against Applicant) made before, during or after this guarantee is created. Guarantor understands that NSI will not extend credit to the Applicant without this guarantee agreement. Guarantor further understands that NSI will extend credit to the Applicant, upon such terms and conditions as Applicant and NSI shall agree presently or hereafter agree from time to time, and that NSI's extension of credit to Applicant serves as consideration for this continuing guarantee. This guarantee includes any indebtedness which may hereafter become barred by any Statute of Limitations or otherwise become unenforceable against Applicant.

2. Maximum Liability

The liability of the Guarantor under this Guarantee shall not exceed the sum of _____ at any one time for the principal due under the credit account of Applicant with NSI. The principal due NSI by the Applicant shall not include interest, shipping costs, delivery charges, NSI's costs, expenses and attorney's fees, all of which are, however, included within this guarantee in addition to the maximum guarantee of principal stated above it. It is the duty and responsibility of the Guarantor to keep himself fully informed from the Applicant of the balance and terms and conditions of the Applicant's account at any given time with NSI and it shall not be the responsibility of NSI to inform the Guarantor of these matters. The above limitation and liability is not a restriction on the amount of the indebtedness of Applicant to NSI either in the aggregate or any one time. If NSI presently holds one or more guarantees, or hereafter receives additional guarantees from Guarantor of the indebtedness of Applicant, the rights of NSI under all guarantees shall be cumulative. This Guarantee shall not, unless provided herein, affect or invalidate any other such guarantees.

3. Nature and Duration of Guarantee

The liability of Guarantor shall be open and continues for so long as this Guarantee is in force. That Guarantee shall remain in full force and affect so long as Applicant has a credit account or open account with NSI. Guarantor understands and acknowledges that this document guarantees at all times the performance of all obligations of the Applicant to NSI in the limits set forth in Section 2 above. Any partial payment on account made by Applicant to NSI will not discharge or diminish the liability of Guarantor for any and all remaining indebtedness of Applicant to NSI. The liability of Guarantor will be enforceable against both the separate and community property of Guarantor, now owned or hereafter acquired.

This Guarantee takes effect when received by NSI, executed by Guarantor, without the necessity of any acceptable by NSI. Execution of this Guarantee by Guarantor must be in writing and must be delivered to NSI at the office of NSI as set forth above. Written revocation of this Guarantee shall apply only to advances or new indebtedness created after the actual receipt by NSI of Guarantor's revocation. The Guarantor shall bind the estate of Guarantor to any indebtedness created hereunder before and after death or incapacity of Guarantor, regardless of NSI's actual notice of Guarantor's death or incapacity, unless this Guarantee shall be revoked as provided hereinabove and only to that extent and with the same effect as a revocation provided hereinabove. Revocation by one Guarantor shall not be a termination or revocation of any other Guarantee of of the guarantee of any other Guarantors signatory hereto.

4. Guarantor's Authorization to NSI

Guarantor authorizes NSI, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to make additional advances or increases to Applicant 's account or to alter, compromise, renew, extend, ascertain, or otherwise change the time for payment of the indebtedness of Applicant, including any increase or decrease of the rate of interest on Applicant's account with NSI. The acceptance and holding by security for NSI for the indebtedness of the Applicant shall not in any way diminish, modify, or terminate this Guarantee.

5. Guarantor's Waivers

Guarantor waives any right to require NSI to make any presentment, protest, demand of notice of any non payment of Applicant's indebtedness or of any collateral thereto and waives notice of any action or non action on the part of NSI, Applicant, any surety or other guarantor, including any indebtedness guaranteed hereunder or in connection with the creation of new additional indebtedness by NSI to Applicant. Guarantor further waives any right requiring NSI to proceed directly or at once against any person, including Applicants, to exhaust any and all security or collateral from Applicant or any other guarantor. Guarantor waives any rights or defenses arising by reason of any "one action" or "anti deficiency" law (including, but not limited to Sections 580 and 726 of the California Code of Civil Procedure as from time to time amended) or any other law which may prevent NSI from bringing any action, including a claim for deficiency, against Guarantor. Guarantor further waives any rights or defenses arising by reason of the election of remedies by NSI which destroys Guarantor's subrogation rights against Applicant. Guarantor further waives any Statute of Limitations so long as there is an outstanding indebtedness of the Applicant to NSI which is not barred by any Statute of Limitations. If at any time Applicant makes payment under the account for which this Guarantee is issued and thereafter NSI is forced to remit the amount of that payment to Applicant's Trustee in bankruptcy, or similar person under any federal or state bankruptcy law or law for the relief of debtors, Applicant's indebtedness shall be considered unpaid to that extent for the purpose of the enforcement of this Guarantee.

Guarantor understands and acknowledges that NSI has made no warranties to Guarantor of the credit worthiness of Applicant now or in the future. Guarantor agrees to keep himself/herself/itself informed, from any means Guarantor desires, of any facts, events or circumstances which might in any way affect Guarantor's risks hereunder vis a vis the Applicant.

6. Guarantor's Understanding With Respect to Waivers.

Guarantor warrants and agrees that each of the waivers set forth above is made with the Guarantor's full knowledge of its significance and consequences and that under the circumstances the waivers are reasonable and not contrary to public policy or laws. If any of such waivers is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law.

7. Subordination of Applicant's Debts to Guarantor.

Guarantor agrees that the indebtedness of Applicant to NSI, whether now existing or hereafter created, shall be prior to any claim that Guarantor may now have or hereafter acquire against Applicant, whether or not Applicant becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Applicant, upon any account whatsoever, for any claim that NSI may now or hereafter have against Applicant. This subordination shall include and survive insolvency or consequent liquidation of the assets of Applicant through bankruptcy, by assignment for benefit of creditors, by voluntary liquidation, or otherwise. Guarantor hereby assigns to NSI all claims which it may have or acquire against Applicant, or any assignee or trustee in bankruptcy of the Applicant, provided that such assignment shall be effective only for the purpose of assuring NSI full payment of all indebtedness of Applicant to NSI. This assignment includes any notes now or hereafter existing evidencing such indebtedness of Applicant to guarantor.

8. Waiver of Authentication of Validity of Acts of Preparation, Partnership or Other Entity.

If any one or more of the Applicant or guarantor are corporations, partnerships, or other entities, it is not necessary for NSI to inquire into the powers of the Applicant or guarantor or the officers, directors, partners, or agents acting or purporting to act upon their behalf, and any indebtedness made or created in reliance upon the professed exercise such powers shall be guaranteed hereunder.

9. Miscellaneous.

a. In all cases where there is more than one Applicant or guarantor, then all words used herein in the singular shall be deemed to have been used in the plural where the context and construction so require and where there is more than one Applicant name herein, or when this guarantee is executed by more than guarantor, the word "Applicant", or the word "Guarantor", respectively, shall mean all and any one or more of them.

b. This Guarantee is governed and construed in accordance with the laws of the of California.

c. If any action is brought by NSI to enforce the terms of this guarantee, of the underlying obligation of the Applicant to NSI, then NSI, or the prevailing party in any such action, shall be entitled to recover costs of suit, including reasonable attorney's fees, such costs of suit and attorney's fees to include such costs and fees incurred in any underlying action against the Applicant by NSI.

Executed on _____, at _____
Date City, State

Guarantor's Signature Title
(Must be proprietor, partner or corporate officer)



NADY SYSTEMS, INC.
6701 Shellmound Street
Emeryville, CA 94608
Tel: 510-652-2411
Fax: 510-652-5075

To Whom It May Concern:

I hereby authorize you to release to Nady Systems, Inc., all pertinent information concerning your company's experience with any of our business or personal accounts.

All said information will be held in strictest confidence by Nady Systems, Inc.

Your cooperation is sincerely appreciated.

Dealership: _____

By: _____
(Officer, Owner or Partner)

Date: _____