

CREDIT APPLICATION

Name of Company ("Purchaser"): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Type of Company (check one): Sole Proprietor: Partnership: LLC: Corporation:

Date of Incorporation: _____ State of Incorporation: _____

EIN / SSN _____

Please list the names of all corporate officers, partners or owners:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Accounts Payable Contact: _____ Amount of Credit Requested: _____

Bank Reference

Name of Bank: _____ Account Number: _____

Contact Person: _____ Telephone: _____

Address: _____

City: _____ State: _____ Zip: _____

Business References

REFERENCE 1 - Name of Business: _____

Contact Person: _____ Telephone: _____

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

REFERENCE 2 - Name of Business: _____

Contact Person: _____ Telephone: _____

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

REFERENCE 3 - Name of Business: _____

Contact Person: _____ Telephone: _____

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

Agreement

By signing this application, the purchaser agrees to the following conditions (see complete Terms and Conditions on the following page.)

1. Purchaser agrees pay all invoices within the terms of the contract or invoice.
2. Purchaser will pay all late fees amounting to 2% of the outstanding balance on all accounts over 30 days.
3. If legal action is necessary, purchaser agrees to pay for the cost of collection plus any reasonable attorney fees. The venue for all disputes will be Washington County, Oregon.
4. Purchaser authorizes Anitian to contact any of the references listed above for the purposes of establishing a line of credit.

I certify that the above information is correct and given for the purpose of establishing a line of credit with Anitian Corporation.

Signed: _____ Date: _____

TERMS AND CONDITIONS OF SALE

This agreement outlines the conditions that Anitian Corporation ("Anitian") and Oregon Corporation will conduct business with Purchaser. This agreement outlines the terms of sale for goods and/or services to Purchaser.

Acceptance

Purchaser's acceptance of these terms and conditions shall be indicated by any of the following: (a) Purchaser's signature on the Credit Application, any Quotation, or Statement of Work issued by Anitian; (b) Purchaser's acceptance of any shipment of any part of the items specified for delivery on a Quotation or Statement of Work signed by the Purchaser; or (c) any other act or expression of acceptance by Purchaser. Anitian's acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification, or exception, and any term, condition, or proposal hereafter submitted by Purchaser (whether oral or in writing) which is inconsistent with or in addition to the terms and conditions set forth herein is objected to and is hereby rejected by Anitian. Anitian's silence or failure to respond to any such subsequent or different term, condition, or proposal shall not be deemed to be Anitian's acceptance or approval thereof.

Delivery

Anitian will make every reasonable effort to ship products and goods to Purchaser on a timely basis. However, in most cases, the shipment of goods is not under the direct control of Anitian. Delivery of products is subject to payment provisions. Anitian reserves the right to delay, postpone, or cancel the shipment of any goods or services for nonpayment. Purchaser shall promptly notify Anitian, no later than five (5) business days after delivery, of any claimed shortages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for any such rejection. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery. Anitian shall not be liable for any shipment delays beyond the reasonable control of Anitian which affect Anitian or any of Anitian's suppliers, including, but not limited to, delays caused by unavailability or shortages of Products from Anitian's suppliers; natural disasters; acts of war; acts or omissions from Purchaser; fire, strike, riot, or governmental interference; unavailability or shortage of materials, labor, fuel, or power, through normal commercial channels at customary and reasonable rates; failure or destruction of plant or equipment arising from any cause whatsoever; or transport failures.

Payment

Purchaser agrees to pay for all invoiced goods or services as stated in a Quotation or Statement of Work issued by Anitian. Purchaser is responsible for payment of all applicable state, local, federal, and taxes (such as sales and use taxes) Quotations and Statement of Work from Anitian do not list taxes. These are added at the time of invoice.

Unless otherwise indicated, all invoices are due upon receipt (C.O.D.) Any accounts over 30 days late in payment will incur the following: (a) late payment fees amounting to 2% of the outstanding balance, (b) interest of 24% compounded annually on all outstanding balances, (c) cessation of any work in progress, (d) withholding all outstanding goods or services until unpaid invoices are paid in full, (e) revocation or suspension of software licenses, service guarantees, equipment warranties, and service contracts purchased from Anitian. Any account over 90 days late in payment is subject to assignment to collections and/or legal action.

Purchaser will provide all necessary information on the proper procedure(s) to submit invoices to Purchaser for prompt payment. All payments should be made to "Anitian Corporation" and mailed to the address at the top of this page.

Return Policy

All returns must be authorized in advance and must have a Return Merchandise Authorization (RMA) number from the manufacturer or Anitian. No returns will be accepted without an RMA number. Anitian makes no representations or warranties of any kind with respect of the Products. ANITIAN HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANITIAN WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF WARRANTY. The right to return defective products shall constitute Anitian's sole liability and Purchaser's exclusive remedy in connection with any claim of any kind relating to the quality, condition, or performance or any product, whether such claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise. In the event Anitian issues a RMA to Purchaser or Purchaser obtains an RMA from the manufacturer, Purchaser will deliver the Product to Anitian's address, if so required by Anitian, and Purchaser shall be responsible all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes) as well as import or customs duties, license fees and similar charges, however designated or levied on any replacement Product to be shipped by Anitian to Purchaser. Non-defective returns will be subject to a 20% restock fee. All returns must be in original packaging with all manuals and cables included. Anitian has the sole discretion to deny any return of a non-defective item or refer purchaser to manufacturer for remedy.

Strict Performance

Purchaser acknowledges that if Anitian does not require strict performance, or waives any provision of this agreement, on any occasion, such release of strict performance or waiver shall not limit Anitian's right to enforce the provision so waived on other occasions. Thereafter, Anitian may demand strict performance of this agreement without any other notice.

Remedy Limitation

ANITIAN SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PRODUCT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR THE LOST PROFITS, LOSS OF USE, LOST DATA OR FOR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF ANITIAN HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES, THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE.

Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon All notices required or permitted by this Agreement shall be given in writing and transmitted by personal delivery or prepaid first class registered or certified mail to the addresses one the first page of this Agreement. Such notices shall be effective upon receipt. A refusal to acknowledge receipt shall be deemed receipt.