

*AM Merchandising, Inc.*

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*1169 65<sup>th</sup> St.  
Oakland, CA 94608  
Ph: (510) 653-7134  
Fax: (510) 601-6971*

## Dealer Application

Dear Dealer:

Please thoroughly read and complete the following:

- 1) Dealer Application & Store front Verification
- 2) Credit Card Authorization
- 3) Bank Credit Authorization
- 4) Continuing Guaranty
- 5) Resale Form
- 6) Copy of your actual resale certificate

All of the above items must be completed and Store verified before your application will be processed.

Thank you for your cooperation! We look forward to doing business with you.

Best Regards,  
AM Merchandising Credit Department

Salesman: \_\_\_\_\_

RESALE CARD ABSOLUTELY REQUIRED!! MUST HAVE A STORE FRONT,  
AND MUST BE VERIFIED BY AN AM MERCHANDISING AREA MANAGER!!

Credit Application

Dealer Bill Name \_\_\_\_\_  
dba (if different) \_\_\_\_\_  
Billing Address \_\_\_\_\_  
Shipping Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
Phone & Fax \_\_\_\_\_  
Email \_\_\_\_\_

Sole Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_ State of Incorporation \_\_\_\_  
In Business Since \_\_\_\_ At this location since \_\_\_\_ Owned \_\_\_\_ Leased \_\_\_\_  
California Resale # \_\_\_\_\_ Number of Stores \_\_\_\_ Employees \_\_\_\_

Are you willing to sign a personal guarantee?? Yes \_\_\_\_ No \_\_\_\_ Please sign page 5.

Owners Social Security Number \_\_\_\_\_

Names, Home Addresses and Telephone Numbers of Principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bank References: (Complete Address & Telephone Numbers are Required)

Account # \_\_\_\_\_

Account # \_\_\_\_\_

Trade References: (Company Names & FAX NUMBERS ONLY!)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Credit Limit Desired: \_\_\_\_\_ \*

Type Desired: Terms    Company Check    Cash    Credit Card    \* (Circle One)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STORE VERIFIED BY \_\_\_\_\_ AM Staff Only

AM Merchandising, Inc Credit Card Authorization Form

AM Merchandising, Inc. accepts Visa & MasterCard as a payment option. Please fill out the following form *in its entirety* if you select this payment option. To have your credit card charged for AM Merchandising invoices, we MUST have the following signed statement on file as well as a copy of the credit card and photo ID.

Accounts will be charged on the invoice date.

Name as it appears on credit card \_\_\_\_\_

Address where CC statement is received \_\_\_\_\_

Address where CC statement is received \_\_\_\_\_

Address where CC statement is received \_\_\_\_\_

Work Phone \_\_\_\_\_

Home Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Account Name \_\_\_\_\_

Credit Card Type:    Visa    MasterCard

Credit Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Credit Card Exp: \_\_\_\_\_ / \_\_\_\_\_ 3 digit verification number on back of card \_\_\_\_\_

I authorize AM Merchandising, Inc. to charge my Visa/MasterCard account for those invoices I may accrue or any past due balances in order to bring my account to current status. This authorization is valid until revoked in writing.

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Name (signed)

\_\_\_\_\_  
Date

Dear Customer:

Due to laws regarding bank records, your bank must receive authorization from you to provide us with the information we need in order to process your credit application.

Please fill out the form below and return it to us with your credit application.

Thank you,  
AM Merchandising, Inc.

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I/we hereby authorize \_\_\_\_\_ to furnish AM Merchandising, Inc.  
(Print name of bank or credit union)  
with the information requested below concerning my/our account(s).

Name(s) on Account \_\_\_\_\_

Bank Name \_\_\_\_\_

Bank Address \_\_\_\_\_  
Street City State Zip Code

Checking Acct. No. \_\_\_\_\_ Date Acct. Opened \_\_\_\_\_

Savings Acct. No. \_\_\_\_\_ Date Acct. Opened \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

(Information below is provided by your bank/credit union)

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Account Overdrawn \_\_\_\_\_

Frequency of NSF Checks \_\_\_\_\_ per month.

Checking Account Opened \_\_\_\_\_ Average Balance \_\_\_\_\_

Savings Account Opened \_\_\_\_\_ Balance \_\_\_\_\_

Date \_\_\_\_\_ Verification by: \_\_\_\_\_  
(Signature of Bank Employee)

Continuing Guaranty

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.

AM Merchandising, Inc.  
1169 65<sup>th</sup> Street  
Oakland, CA 94608

In consideration of your extending credit to

\_\_\_\_\_

(Company Name and Address)

hereinafter referred to as "Customer", the undersigned (Guarantor) hereby unconditionally guarantees to you full and prompt payment and discharge of all of Customer's present and future obligations to you. Without your first having to proceed against customer or to proceed against any security therefore, Guarantor agrees to pay, on demand, all sums due and to become due from Customer and all losses, costs, attorney's fees or expenses which may be suffered by you by reason of Customer's default; provided that the liability of guarantor shall not exceed, at any one time the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

for principal, plus all interest upon Customer's indebtedness to you (or upon such part thereof as shall not exceed the foregoing limitation) and plus all costs, expenses and attorneys' fees which may be suffered or incurred by you by reason of Customer's indebtedness to exceed the liability of Guarantor and apply payments received from Customer in such amounts, in such order and to such indebtedness as you, in your sole discretion, determine.

This Guaranty shall not apply to any indebtedness contracted after receipt by you of written notice from Guarantor of its revocation as to future transaction.

Guarantor expressly consents to you taking any or all of the following actions, from time to time, without notice to or further consent from Guarantor and no such action shall affect Guarantor's liability hereunder or create any right of recourse or right of action by Guarantor against you: (i) waiving, renewing, extending, accelerating or otherwise changing the time, manner, place or terms of payment of any indebtedness of Customer or the performance or observance by Customer of any other term of any agreement relating to the indebtedness; (ii) holding real or personal property security for payment of this Guaranty or any indebtedness of Customer, and exchanging, enforcing, waiving or releasing any such security, (iii) applying any such security and directing the order and manner of sale thereof as you may in your discretion determine; (iv) modifying, amending, supplementing or adding to any agreements relating to any security; (v) exercising or failing to exercise any right or remedy against customer, any security or any other guaranty of Customer's indebtedness; and (vi) releasing or substituting any one or more endorsers or guarantors. Guarantor agrees that this is a guaranty of payment and

not of collection, and consents to any form of remedy pursued by you to enforce your rights under any instrument evidencing or securing Customer's indebtedness. In whatever order you may choose, including all remedies that may eliminate Guarantor's right of subrogation, resulting in the relinquishment of a deficiency judgment in Guarantor's favor against Customer or both. You may, without notice, assign this Guaranty in whole or in part. Guarantor waives any defense arising by reason of any disability or other defense of Customer or by reason of the cessation from any cause of the liability of Customer and waives the benefit of any statute of limitations applicable to any indebtedness of Customer to any liability of Guarantor hereunder.

Until all indebtedness of Customer to you shall have been paid in full, even if in excess of Guarantor's liability hereunder, Guarantor shall have no right to subrogation and waives any right to enforce any remedy which you now or may hereafter have against Customer, and waives any benefit of any security now or hereafter held by you. Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, and notices of dishonor and of the existence, creation or incurring of new additional indebtedness and waives the benefit of all exemptions and homestead laws. Without limiting the generality of the foregoing, Guarantor hereby expressly waives any and all benefits of California Civil Code sections 2809, 2810, 2819, 2839 and 2845 through 2850, or any successor sanctions.

Any indebtedness of Customer now or hereafter held by Guarantor is hereby subordinated to the indebtedness of Customer to you, guaranteed hereby and shall not be paid in whole or in part without your prior written consent, nor shall Guarantor accept any payment of all or part of any such indebtedness while this Guaranty is in effect. Any such indebtedness of Customer to Guarantor is hereby assigned to you a security for the performance of this Guaranty and the payment of Customer's indebtedness. At your request, Guarantor shall pay to you all or part of such subordinated indebtedness. Any payment by Customer to Guarantor in violation of this Guaranty shall be received by Guarantor in trust for you and shall be paid to you immediately guaranteed hereby, but shall not otherwise reduce or affect, in any manner, the liability of guarantor under this Guaranty.

Guarantor hereby agrees that, in the event any bankruptcy, insolvency, reorganization, liquidation or similar proceeding is instituted against Customer, whether voluntary or involuntary, Guarantor shall continue to be fully liable hereunder without limitation, any election by you pursuant to Section 1111 (b) (2) of the United States Bankruptcy Code, and you shall have the right to: (1) file claims in any such proceeding on behalf of Guarantor if Guarantor fails to file such claim; (2) vote Guarantor's claims in any such proceeding; and (3) receive interest on Customer's obligations accruing after the filing of a petition or other document to institute any such proceeding to the extent of Guarantor's claims against Customer.

“Customer” and “Guarantor” shall include the plural if there is more than one Customer or Guarantor. If there is more than one Guarantor, their liabilities hereunder shall be joint and several, and each shall be deemed a primary obligor; and the liability of any Guarantor shall not be affected by the death of any other Guarantor or by any notice or revocation given by any other Guarantor. Any married person who signs this Guaranty hereby expressly agrees that recourse may be had against his or her separate property for all obligations under this Guaranty.

The obligations of Guarantor hereunder are independent of the obligations of Customer. In the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not Guarantor is the alter ego of Customer, whether or not Customer is joined therein and whether or not a separate action or actions are brought against Customer.

If at any time you or Guarantor shall institute any action or proceeding against the other relating to collection or enforcement of this Guaranty or the obligations guaranteed hereby, or engage an attorney to enforce any such provision, the prevailing party shall be reimbursed by the unsuccessful party in addition to such other relief as the court may award, for attorneys’ fees, costs and expenses, all as actually incurred (including, without limitation, those incurred in investigation, appellate proceedings or in any action or participation in, or in connection with, any case of or proceedings under Chapters 7, 11, or 13 of the Bankruptcy Code or any successor thereto.)

This Continuing Guaranty shall be effective irrespective of any change in the composition or ownership or form of ownership of Customer and wherever the Customer may be located. If any one or more provisions of this Guaranty shall be determined to be illegal or unenforceable, all other provisions shall remain effective. Neither this Guaranty nor any terms hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing executed by the party against which enforcement of the change, waiver, discharge or termination is sought. This Guaranty shall be governed by the construed in accordance with laws of the State of California.

If Guarantors are individuals: Irrespective of any phrase or description which may follow or precede our names or our signatures on this Guaranty, our signatures shall be construed as binding us in our individual and not in any representative capacities.

If Guarantors are Corporations or Partnerships: Each person who signs this Guaranty represents and warrants that: Guarantor has full power, authority and legal right to execute and deliver this Guaranty and to perform its obligations hereunder; that such person has been duly authorized to execute and deliver this Guaranty on behalf of Guarantor; and that this Guaranty is a valid, binding and enforceable obligation of Guarantor.

Guarantor(s)

Print or Type: \_\_\_\_\_

Signature: \_\_\_\_\_

Print or Type: \_\_\_\_\_

Signature: \_\_\_\_\_

Print or Type: \_\_\_\_\_

Signature: \_\_\_\_\_



**Return Authorization Policy**

AM Merchandising will credit or exchange initial defect merchandise only. Initial defect is defined as new merchandise that has failed upon first use, has been returned to the dealer within 30 days of retail purchase and is in original carton complete with all accessories, manuals and packing materials and has no physical scratches or damage. *Items that are not considered initial defect must be sent directly to the appropriate factory authorized repair station. New product sealed or open returned for credit will be subject to a 10 to 20% restocking fee based on how long you've had the product and its condition. Products returned as defective that tests in good working condition will be subject to a minimum 25% restocking fee. All returns are subject to inspection and approval at our warehouse.*

All returns must have the RA# written **BOLDLY** on the box and include original retail receipt along with a copy of the completed RA form. This form must be 100% complete. AM Merchandising will inspect all products covered by the initial defect policy. If upon inspection, the merchandise is found to be damaged or missing parts, accessories or packing material, it will not be considered initial defect. Returns not meeting all criteria will be returned to you at your expense or charged for the missing parts. We appreciate your cooperation and thank you for your continued business.

Sample:

Model# AVHP5100DVD Defect No RCA OUTPUT  
Credit \_\_\_\_\_

Serial # Only Required for Nav & Radar  
Exchange X

Product Condition: New (Unopened) **X** Complete (All cords, manuals & packaging)  
Incomplete (Missing parts, packaging or manuals)

Direct RA Shipments to:

AM Merchandising, Inc.  
Peabody Lane Warehouse  
1170 Peabody Lane  
Oakland, CA 94608

Date Received at AM \_\_\_\_\_ Fax: (510) 428-0896 By \_\_\_\_\_

Most product has a one year warranty from the manufacturer. Send your defective product with a customer receipt to any of these authorized repair centers for warranty service. DO NOT SEND to AM Merchandising for repair as it will be sent back to you.

Factory Authorized Repair Centers

|  |  |   |  |  |
|--|--|---|--|--|
| <u>Auto Radio Store</u><br>Pioneer Electronics<br>5825 Madison Ave Ste1<br>Sacramento, Ca 94841<br>(916)338-4080 | <u>Digital Service Solutions</u><br>Panasonic Car<br>1155 Triton Dr. Ste #B<br>Foster City, Ca 94404<br>(650) 341-2161 | <u>Pioneer Electronics</u><br>Navigation Only<br>1925 E. Dominguez St<br>Long Beach, Ca 90810<br>(310) 952-2494 | <u>K&amp;B TV Service</u><br>Clarion<br>962 A San Pablo Ave.<br>Albany, Ca 94706<br>(510) 524-2115 | <u>SoundStream</u><br>1550 South Maple Ave<br>Montebello, Ca 90640<br>(323) 724-4600 |
|--|--|---|--|--|

I agree and accept these terms.

I do not agree or accept these terms

**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 AM Merchandising of the item(s) I have listed in paragraph 5 below. [Vendor's name]

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:

12 Volt Electronics.

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  |