



Vitronic
4680 Parkway Dr., Suite 200
Mason, OH 45040
Phone: (877) 844-5032
Fax: (888) 442-8788
customer@vitronicpromotional.com
ASI 93390
PPAI 114197

Crown
3107 Halls Mill Rd.
Mobile, AL 36606
Phone: (800) 367-2769
Fax: (251) 476-4071
accounting@crowprod.com
ASI 47700
PPAI 113430

Dear Applicant,

The following is our Credit Application and Multi-Jurisdiction Uniform Sales & Use Tax Certificate. Please complete both in their entirety and have signed by a proprietor, owner, or president. Also, be sure to list the fax number or email of each credit reference. This will allow us to review your account for credit terms in a timely fashion.

It is very important that you complete and return with your credit application the attached Multi-Jurisdiction Uniform Sales & Use Tax Certificate. We are required to collect sales tax, based on ship to state on your orders until these documents are received.

If you prefer to be a pre-pay account we will need page 2 (basic company info) and page 6 (sales tax exemption #) completed and submitted. Should the state in which you do business not appear on the Multi-Jurisdiction form, please submit your state's Resale Certificate.

You may mail, fax or email the completed application and Multi-Jurisdiction Uniform Sales & Use Tax Certificate to either Vitronic or Crown.

Sincerely,

Accounting Dept
IMAGEN Brands

CREDIT APPLICATION FOR PROMOTIONAL PRODUCTS DISTRIBUTORS

Legal Name of Business: _____

Trade Name (if different from above): _____

Street Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

Email address: _____

Federal ID No: _____

Corporation _____ Partnership _____ Proprietorship _____ LLC _____

Years In Business: _____ Business Location: Home _____ Office _____ Other(specify) _____

As a principal, partner, or company have you filed for bankruptcy within the last 10 years: Y / N
If yes, what year _____

ASI #: _____ PPAI # _____ SAGE# _____ UPIC # _____

ACCOUNTS PAYABLE INFORMATION

Accounts Payable (A/P) contact name: _____

Accounts Payable PHONE number (if different from above): _____

Accounts Payable FAX number (if different from above): _____

Accounts Payable Email Address: _____

Desired Method to receive invoices: Fax _____ Email _____

(The copy sent via fax/email will be the only copy sent, please pay from that invoice)

1. **Application for Credit.** The undersigned, jointly and severally if more than one (whether one or more, hereinafter referred to as "Applicant"), hereby makes this application for credit to IMAGEN Brands LLC. (whether one or more). Applicant acknowledges and agrees that nothing herein shall obligate or require Creditor to extend credit to Applicant. All decisions with respect to the extension or continuation of credit to Applicant shall be in the sole discretion of Creditor. By submitting this application, Applicant agrees to be bound by the terms and conditions contained herein. Applicant agrees to provide Creditor, upon request, with an updated credit application as a condition for the continued extension of credit.
2. **Credit Reports.** Applicant authorizes Creditor from time to time to obtain one or more written or oral credit reports from any reporting agency and to obtain information regarding Applicant from any creditor of Applicant. Applicant further authorizes Creditor to reinvestigate Applicant's credit status from time to time as Creditor deems necessary. Creditor reserves the right to limit, terminate or change the terms of any extension of credit to Applicant in its sole discretion.
3. **Solvency.** Applicant understands that its continued solvency is a condition precedent to the extension of credit by Creditor and Applicant acknowledges and agrees that Creditor may utilize outside credit reporting services to obtain information on Applicant. Upon request, the Applicant agrees to provide creditor a statement representing that Applicant is and remains solvent or financial information evidencing the solvency of Applicant.
4. **Costs and Fees.** Applicant agrees to a minimum assessment charge of twenty-five dollars (\$25.00), or the highest amount allowed by law, on any check made by Applicant returned for insufficient funds or otherwise. Additionally, Applicant shall be responsible for all costs and fees associated with the collection by Creditor of any amounts due hereunder, including without limitation, attorneys' fees and expenses. If full payment is not made on any amounts due hereunder or due pursuant hereto, Applicant agrees to pay Creditor a monthly late charge equal to 1.5% of the amount of all unpaid balances (18% per annum) or the highest rate permissible by applicable law.
5. **WAIVER OF JURY TRIAL; ARBITRATION.** THE PARTIES HERE TO KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY ON ANY ISSUE, CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS APPLICATION OR TO ANY OF THE TRANSACTIONS OR PURCHASES BETWEEN APPLICANT AND CREDITOR OR ANY DISPUTE THAT MAY ARISE BETWEEN APPLICANT AND CREDITOR. FURTHERMORE, THE PARTIES KNOWINGLY AND INTENTIONALLY AGREE THAT OUTSIDE ARBITRATION IS BINDING ARBITRATION AND ENFORCEABLE IF ADJUDICATED.
6. **Terms of Purchases.** Applicant agrees that all amounts payable to Creditor pursuant to any written, quoted or agreed upon terms will be paid by Applicant on or before the due date, and, if not timely paid, time being of the essence, will be deemed delinquent. Applicant agrees to pay for all purchases according to the terms provided by Creditor in connection with any such purchase. No terms or conditions of purchases that differ from the terms and conditions provided by Creditor will become part of any sales agreement, purchase order, or other document pertaining to the purchase of goods by Applicant from Creditor unless the same is specifically approved in writing by Creditor.
7. **Offset.** Creditor is hereby given a continuing lien by Applicant as additional security for any credit extended pursuant hereto upon any and all monies and other property of Applicant, and the proceeds thereof, now or hereafter held or received by or in transit to Creditor from or for Applicant whether for safekeeping, custody, pledge, transmission, collection or otherwise, and also upon any and all deposit balances and credits of Applicant with, and any and all claims of Applicant against Creditor at any time existing, and upon the failure of Applicant to make timely payment hereunder, Creditor may apply or set off the same against any obligations of Applicant to Creditor. This provision in no way limits Creditor's ability to exercise any other rights or remedies that Creditor may have hereunder or under applicable law.
8. **Personal Guaranty.** (see attached)
9. **Authorization: True and Correct.** The undersigned does hereby certify that he or she is authorized to sign this application on behalf of Applicant; that all of the information contained in this application and any attachments are true and correct; and that all purchases made by Applicant from Creditor will be made in the ordinary course of business of Applicant for business purposes and that no credit is sought or will be obtained for the personal, family or household purposes of any individual

If Company: (check here) **If Individual:** (check here)

Name: _____

Signature: _____

Title: _____

Date: _____



ASI 93990
Fax: (888) 442-8788



ASI 47700
Fax: (251) 476-4071

PERSONAL GUARANTY

I, _____, residing
at _____
(Home Address)

for and in consideration of the extension of credit at my request
to _____
(Name of Company)

(hereinafter referred to as "Company") for such goods and services the Company may order, do hereby unconditionally guarantee payment of all amounts due to IMAGEN Brands LLC., whether evidenced by open account, note, trade acceptance, draft or other evidence of debt. This guaranty shall continue in force until three days after IMAGEN Brands LLC. receives written notice from me revoking same and any such revocation shall not in any way relieve me from liability for any indebtedness incurred prior to the receipt of such notice. I do hereby waive notice of default, nonpayment and notice thereof. I also waive any right of prior presentation. I understand that IMAGEN Brands LLC., may, at its option, seek collection from me independent of any action against the Company. I consent to any modification or renewal of the credit arrangement between IMAGEN Brands LLC. and the Company and waive any right of notification thereof.

Date: _____

Signature: _____

Social Security: _____

Witness: _____

Credit References

List specialty-advertising suppliers from whom you have purchased specialty advertising in the past 12 months. Please supply the fax number or email for each reference given.

1. Name of Business: _____ Acct #: _____

Address/City/State/Zip: _____

Fax: _____ OR Email: _____

ASI # _____ OR PPAI # _____

2. Name of Business: _____ Acct #: _____

Address/City/State/Zip: _____

Fax: _____ OR Email: _____

ASI # _____ OR PPAI # _____

3. Name of Business: _____ Acct #: _____

Address/City/State/Zip: _____

Fax: _____ OR Email: _____

ASI # _____ OR PPAI # _____

4. Name of Business: _____ Acct #: _____

Address/City/State/Zip: _____

Fax: _____ OR Email: _____

ASI # _____ OR PPAI # _____

5. Name of Business: _____ Acct #: _____

Address/City/State/Zip: _____

Fax: _____ OR Email: _____

ASI # _____ OR PPAI # _____

If you have your own form listing your references, please feel free to substitute for this form.

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____ **IMAGEN Brands LLC., EBSCO Industries Inc., dba Vitronic, dba Crown Products** _____

Address: _____ **4680 Parkway Drive Ste 200 Mason, OH 45040 and 3107 Halls Mill Rd. Mobile, AL 36606** _____

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

- Wholesaler
- Retailer
- Manufacturer
- Seller (California)
- Lessor (see notes on pages 2-4)
- Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹	_____	MO ¹⁶	_____
AR	_____	NE ¹⁷	_____
AZ ²	_____	NV	_____
CA ³	_____	NJ	_____
CO ⁴	_____	NM ^{4,18}	_____
CT ⁵	_____	NC ¹⁹	_____
DC ⁶	_____	ND	_____
FL ⁷	_____	OH ²⁰	_____
GA ⁸	_____	OK ²¹	_____
HI ^{4,9}	_____	PA ²²	_____
ID	_____	RI ²³	_____
IL ^{4,10}	_____	SC	_____
IA	_____	SD ²⁴	_____
KS	_____	TN	_____
KY ¹¹	_____	TX ²⁵	_____
ME ¹²	_____	UT	_____
MD ¹³	_____	VT	_____
MI ¹⁴	_____	WA ²⁶	_____
MN ¹⁵	_____	WI ²⁷	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
(Owner, Partner or Corporate Officer)

Title: _____

Date: _____



Documents to Complete & Return (Use this form for more efficient processing)

All forms completed (if requesting credit terms)

General Info and Sales & Use Tax Form (2 pages Only) completed (no terms-prepay)

Sales & Use Tax Form – all highlighted sections completed
(if Sales Tax ID # is not available for your state – ID # section remains blank)

Copy of State Resale Certificate/s included with submission (not W-9)