

CREDIT APPLICATION



ECB Corp.
dba

Omni Duct Systems

West Coast Manufacturing, Inc.

West Coast Manufacturing - Idaho, Inc.

Corporate Headquarters Office:

1700 S. Lewis Street

Anaheim, CA 92805

(714) 385-8900 □ (888) 444-3828

Credit Department:

(714) 385-5218 □ FAX (714) 769-1694

Date: _____

Open Account Credit Application and Agreement

Please Check One: Sole Owner Partnership Corporation

Name of Business ("Customer"): _____

Business Address: _____

Phone No.: () _____ Fax No.: () _____ Email : _____

Type of Business: _____ Date Business Started: _____

Federal Tax No.: _____ Number of Employees: _____

Other Trade Names/Styles (DBAs), if any: _____

All Additional Locations (Including Warehouse/Storage): _____

Contractor's License No.: _____ Bonding Co. And Bonding No.: _____

Owners, Partners, Officers (all owners, partners, officers to complete section) (Attach additional sheets as necessary):

Name: _____ Title: _____ Birth Date: _____

Home Address: _____

Telephone No.: _____ Social Security No.: _____ Drivers License No.: _____

Percentage of Shares Owned (if corporation): _____

Spouse's Name: _____ Spouse's Social Security No.: _____

Bank References

Branch Address

Account Number & Telephone Number

Bank References	Branch Address	Account Number & Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If this Application and Agreement is signed by or on behalf of a corporation, the corporation and the officers signing the Agreement warrant and represent that they have been duly authorized and directed to enter into this Agreement by a resolution of its Board of Directors, duly passed and adopted by a majority of said Board at a meeting thereof duly called, noticed, and held.

By signing this Agreement each of you agree to all of the terms, covenants, and conditions contained in this Agreement including the Terms and Conditions of Open Account Agreement on the following pages.

OFFICER'S Signature

OFFICER'S Signature

By: _____
Title: _____

By: _____
Title: _____

TERMS AND CONDITIONS OF OPEN ACCOUNT AGREEMENT

1. It is hereby agreed by and between CUSTOMER and ECB Corp. dba Omni Duct Systems, West Coast Manufacturing, Inc. and West Coast Manufacturing - Idaho, Inc (ECB CORP) that all invoices provided by ECB CORP to CUSTOMER pursuant to the terms of this Agreement are due and payable within thirty (30) days of the date of said invoice. If payment is not made when due, this agreement shall be deemed breached. Should any invoice not be paid within the time set forth herein, ECB CORP will incur damages including but not limited to, administration costs for billing, accounting for and collecting past due payments as well as carrying charges on amounts past due from CUSTOMER. CUSTOMER agrees to pay ECB CORP service charges on all amounts past due at the rate of 1 ½ % per month (18% per annum), until paid.

2. CUSTOMER hereby grants and transfers to ECB CORP a security interest in any and all goods and materials and the proceeds thereof, as defined in Section 9306 of the California Commercial Code, Section 47-1301 of the Arizona Commercial Code, Title 62A.1-105 of the Revised Code of Washington, and Title 28-1-301 of the Idaho Statutes, respectively, in all goods sold by ECB CORP to CUSTOMER (as described in ECB CORP's invoices to CUSTOMER). Until all indebtedness of CUSTOMER to ECB CORP is paid in full, ECB CORP shall have all the rights of a secured party as provided in the applicable California/Arizona/Washington/Idaho Commercial Code, including the right to collect any deficiency. This is a purchase money security interest.

3. In the event any action at law or in equity is commenced to enforce or to interpret the terms of this Agreement, the prevailing party shall be entitled to actual attorney's fees and costs incurred.

4. It is hereby agreed by and between the parties hereto that this Agreement is being made and entered into in the city, county and State in which the corporate office is located, and that this Agreement shall be governed by and construed according to the laws of the State of California. Any and all actions initiated to enforce or interpret this Agreement shall be brought in the county in which the corporate office is located (*).

5. It is hereby agreed by and between the parties hereto that this Agreement will be effective only after it has been accepted by ECB CORP at its corporate address.

6. The parties hereto acknowledge that this transaction, and all future transactions, is commercial in nature and not for personal, family or household purposes.

CUSTOMER hereby authorizes ECB CORP to contact credit reporting organizations and any and all of the above financial institutions and businesses regarding CUSTOMER'S credit.

8. CUSTOMER hereby acknowledges and agrees that the information as set forth in this Application and Agreement as well as any tax returns and/or financial statements that may be given to ECB CORP in connection with it, is true and correct as of the date presented to ECB CORP and is made in order to induce ECB CORP to provide credit to CUSTOMER.

9. LIQUIDATED DAMAGES: BECAUSE OF THE NATURE OF THE PROPERTY AND/OR SERVICES TO BE PROVIDED BY ECB CORP PURSUANT TO THIS AGREEMENT, IT IS IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM ECB CORP'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR FROM THE FAILURE OF THE PROPERTY TO OPERATE PROPERLY. THEREFORE, IF THERE SHALL AT ANY TIME BE OR ARISE ANY LIABILITY ON THE PART OF ECB CORP BY VIRTUE OF THIS AGREEMENT, WHETHER DUE TO THE NEGLIGENCE OF ECB CORP OR OTHERWISE, SUCH LIABILITY SHALL BE LIMITED TO AN AGGREGATE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00). THIS SUM SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE.

10. CUSTOMER shall indemnify and hold ECB CORP harmless from all liability from all losses, claims, fines, penalties, assessments, costs (including attorneys' fees and costs), damages or injuries to persons or property (real or personal) resulting from the negligence, use or misuse of the property sold to CUSTOMER.

11. CUSTOMER acknowledges reading and understanding this Agreement, receiving a copy, and accepts all of its terms and conditions. If more than one person signs this Agreement, each of you understands that you are jointly and severally liable under this Agreement.

12. The risk of loss of the goods shall pass to CUSTOMER as soon as the goods are ready for delivery, and without regard to any notice that they are ready for delivery.

13. All orders are shipped F.O.B. point of shipment. ECB CORP shall not be liable for any loss or damaged sustained in transit and CUSTOMER shall not be entitled to any offset or deduction for any such loss or damage. Claims for damage in transit must be asserted by CUSTOMER against the carrier. Claims for shortage or damage not due to carrier shall be deemed waived unless made to ECB CORP in writing within ten (10) days after receipt of shipment.

14. Any objection that goods are defective or non-conforming in any manner shall be deemed waived if not made in writing and delivered to ECB CORP within ten (10) days of delivery of the goods. No claims will be allowed unless goods are held intact and subject to inspection by ECB CORP.

15. ECB CORP may at any time decline to make any shipment, delivery or perform any work except upon receipt of full cash payment.

16. Orders cannot be canceled except upon mutual agreement of the parties.

17. All notices to ECB CORP under this Agreement shall be made to the Credit Department at its corporate address.

18. This Agreement, including the Terms and Conditions of the Continuing Personal Guaranty set forth on page 3, is intended to represent the entire agreement of the parties with respect to its subject matter, and it supercedes and merges all prior and contemporaneous negotiations, agreements, promises and representations.

19. THIS AGREEMENT MAY ONLY BE MODIFIED BY A WRITING SIGNED BY THE PARTIES TO BE CHARGED WITH THE MODIFICATION, AND IT MAY NOT BE MODIFIED OR AMENDED ORALLY. CUSTOMER ACKNOWLEDGES AND AGREES THAT ECB CORP IS NOT BOUND BY ANY TERMS AND CONDITIONS SET FORTH IN ANY WRITING WHICH HAS NOT BEEN DULY SIGNED AND ACCEPTED BY A CORPORATE OFFICER OF ECB CORP.

(Initials)

(Initials)

20. If any term of this agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms shall remain in full force and effect

21. In the event a dispute arises among the parties, CUSTOMER agrees to make payment on all goods not subject to said dispute, and hereby waives any and all rights to offset and will not offset sums due and payable on non-disputed sales against those sums involving separate transactions which remain disputed.

22. CUSTOMER agrees to pay the current service charge of \$25.00 for each returned check.

(*) FOR ARIZONA CUSTOMERS (only): This Agreement shall be governed by and construed according to the laws of the State of Arizona. Any and all actions initiated to enforce or interpret this Agreement shall be brought in Arizona, in the county in which ECB CORP is located.

FOR WASHINGTON CUSTOMERS (only): This Agreement shall be governed by and construed according to the laws of the State of Washington. Any and all actions initiated to enforce or interpret this Agreement shall be brought in Washington, in the county in which ECB CORP is located.

FOR IDAHO CUSTOMERS (only): This Agreement shall be governed by and construed according to the laws of the State of Idaho. Any and all actions initiated to enforce or interpret this Agreement shall be brought in Idaho, in the county in which ECB CORP is located.

