

CREDIT APPLICATION

EXACT LEGAL COMPANY NAME:

D.B.A / TRADE STYLE ("APPLICANT")

PHYSICAL ADDRESS:

CITY: STATE : COUNTRY: ZIP-CODE:

MAILING ADDRESS:

PHONE: FAX: CELL:

FED TAX ID: RESALE TAX #: JBT ID #:

TYPE OF BUSSINESS: (CHECK ONE)

RETAIL **WHOLESALE** **MANUFACTURER**

YEARBUSSINESS STARTED: YEARS AT PRESENT LOCATION:

LEGAL STATUS OF ORGANIZATION: (CHECK ONE)

PRIVATE CORP **PARTNERSHIP** **INDIVIDUAL**

STATE OF REGISTRATION OR INCORPORATION:

LIST OF OWNERS OR AUTHORIZED PERSONS TO PLACE THE ORDERS

LAST NAME FIRST NAME PHONE SOCIAL SECURITY

RESIDENT ADDRESS STATE ID

LAST NAME FIRST NAME PHONE SOCIAL SECURITY

RESIDENT ADDRESS STATE ID

BANK REFERENCE

BANK NAME TEL ACCOUNT # CONTACT PERSON

TRADE REFERNCES: (LIST ATLEAST 3 REFERENCES)

1. COMPANY NAME PHONE # FAX #

2.

3.

IN ORDER TO OBTAIN CREDIT FOR THE PURCHASE OF MERCHANDISE, Applicant/Buyer (hereinafter "Obligor") warrants the validity of the information contained herein and authorizes A.V. Diamonds, Inc. and ZK Diamonds, LLC (collectively referred to as "AV") to check credit, employment history, bank and trade references of the Obligor. Obligor further grants permission to AV to ask questions about other's credit experience with Obligor.

By signing this application ("Application"), the individual executing this Application represents that he is a duly authorized principal, partner, representative or agent of the Obligor with the authority to bind the Obligor, its predecessors, successors, assigns, subsidiaries, parent companies, shareholders, directors, officers, principals, employees and agents. In addition to the duties and obligations of the Obligor herein, the individual executing this Application will be personally liable to AV for the unpaid debts incurred by the Obligor as a result of the transaction(s) performed under this Application. Payment in full of the account (the "Account") established as a part of this Application is due and payable on or before the thirtieth (30th) day after receipt of the merchandise (the "Merchandise") provided as a part of this Application. Accounts not paid in full within thirty (30) days after receipt of the Merchandise are past due and accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum interest rate permitted by law. AV may, from time to time, allow partial payments on the Account. Acceptance of partial payments shall not be construed as a course of dealing between the parties or alter the past due status of Accounts not paid in full within thirty (30) days after receipt of Merchandise. AV retains the right to charge interest as set forth herein and demand full payment from Obligor at any time for past due Accounts. Transactions between AV and Obligor after the date of execution of this Application ("Future Transactions") shall be governed by this Application and incorporated into this transaction so as to constitute a single transaction. Future Transactions shall not alter any past due status of the Account.

This Application is intended to be a security agreement and a financing statement pursuant to the uniform commercial code. The amount of indebtedness secured by this security agreement shall be the amount due or to become due under invoices issued by AV for the Merchandise. **Obligor hereby grants AV a security interest in all inventories, accounts receivable, fixtures furniture and all equipment (the "Collateral"), together with all proceeds of the Collateral. Any reproduction of this Application shall be sufficient as a financing statement. Obligor grants AV a security interest in the Collateral to secure Obligor's performance in all obligation owed by Obligor to AV. Obligor further grants AV an irrevocable power of attorney to execute and file a financing statement evidencing AV's security interest.**

Obligor, if an individual, represents that he is not now in the US military and will notify AV, in writing, if such status changes. Obligor, if not conducting business within the 50 United States (Territories and Possessions expressly excluded), hereby agrees that any judgment obtained by AV hereunder shall be res judicata and shall not be opposed, defended or relitigated upon domestication, enrollment or recording in the Obligor's or Guarantor's domicile. Obligor further agrees that this Agreement shall be construed as a confession of judgment upon enrollment or recording in its domicile.

Obligor further agrees to pay all costs, NSF returned check fee, court costs and attorney's fees whether suit is filed or not. The jurisdiction and venue for any litigation instituted as a result of this Application shall be in Harris County, Texas. AV, at its sole election, may alternative ly institute litigation in Albany County, New York. Any election made by AV hereunder or failure by AV to enforce any part of this Application shall not constitute a waiver of any of the rights or remedies afforded to AV by this Application or by statute. The individual signing this Application, as both the duly authorized representative of Obligor and individually, acknowledges and warrants the he has read, understands and agrees to all of the terms and conditions set forth in this Application. Any reference to gender made in this Application is to be construed as neutral.

APPLICANT NAME:

DATE:

APPLICANT'S SIGNATURE:

TITLE:

GUARANTEE:

IN CONSIDERATION FOR THE EXTENSION OF CREDIT BY AV TO THE OBLIGOR, THE UNDERSIGNED (HEREINAFTER "GUARANTOR") UNCONDITIONALLY AND IRREVOCABLY GUARANTEES PAYMENT OF ALL OBLIGATIONS INCURRED BY THE OBLIGOR, INCLUDING ALL RENEWALS, EXTENSIONS OR ADDITIONS TOGETHER WITH THE IMPOSITION OF INTEREST, ATTORNEY'S FEES AND COURT COSTS, EVEN WITHOUT THE INSTITUTION OF SUIT. THIS GUARANTEE IS CONTINUING AND WILL APPLY TO ANY AND ALL PURCHASES MADE BY OBLIGOR INCLUDING FUTURE TRANSACTIONS. GUARANTOR FURTHER AGREES THAT IN THE EVENT THE ACCOUNT ESTABLISHED BY THIS APPLICATION IS PLACED WITH AN ATTORNEY OR AGENCY FOR COLLECTION, GUARANTOR WILL PAY ALL REASONABLE AND NECESSARY ATTORNEY'S FEES AND COSTS OF COLLECTION. GUARANTOR CONSENTS TO JURISDICTION AND VENUE IN HARRIS COUNTY, TEXAS IN THE EVENT OF LITIGATION ARISING IN CONNECTION WITH ANY MATTER BETWEEN THE PARTIES. GUARANTOR FURTHER CONSENTS THAT AV, AT ITS SOLE ELECTION, MAY INSTITUTE LITIGATION IN ALBANY COUNTY, NEW YORK.

GUARANTOR SIGNATURE:

DATE:

(APPLICANT MUST SIGN IF NO OTHER GUARANTOR)

PRINTED NAME OF GUARANTOR:

Date of Birth

SSN:

I.D. STATE

I.D. NUMBER

ADDRESS:

CITY:

STATE:

ZIP:

FOR OFFICE USE ONLY

CREDIT TERMS: _____ CREDIT LIMIT _____

DISCOUNT RATE: SPECIAL: _____ REGULAR: _____

APPROVED BY: _____ SALES ASSOCIATE: _____