



Corporate Headquarters

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CREDIT APPLICATION

DATE _____ SALES REP. _____

CREDIT AMOUNT REQUESTED _____

LEGAL FIRM NAME _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

BILLING ADDRESS (IF DIFFERENT)

TELEPHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____ WEB ADDRESS _____

TYPE OF BUSINESS / SIC CODE _____ DATE ESTABLISHED _____

TYPE OF OWNERSHIP CORPORATION PARTNERSHIP PROPRIETORSHIP

CONTACT INFORMATION

BILLING _____ PHONE _____ EXT. _____

PURCHASING _____ PHONE _____ EXT. _____

BANK INFORMATION

BANK NAME _____

CONTACT _____

PHONE _____ FAX _____

ACCOUNT TYPE _____ ACCOUNT NUMBER _____

TRADE REFERENCES (2 Required)

NAME _____ CONTACT _____

PHONE _____ FAX _____ CREDIT LIMIT _____

NAME _____ CONTACT _____

PHONE _____ FAX _____ CREDIT LIMIT _____

TO BE COMPLETED BY COMPANY OFFICER

The information in this application and all financial statements submitted in connection herewith is for the purpose of obtaining credit and is represented by the applicant to be true and complete. The applicant authorizes Advantage Telcom to investigate all credit references and any other matters pertaining to its financial responsibility. It is expressly understood that any credit extended by Advantage Telcom pursuant to this Credit Application is subject to all Advantage Telcom Terms and Conditions on reverse side of this application. Signature below is an acknowledgment and expressed understanding of these Terms and Conditions.

SUBMITTED BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

TERMS AND CONDITIONS

Prices and Quotations

All prices and discounts are subject to change without notice. All invoice prices, with the exception of preapproved uniquely engineered products or future orders, are based on date of order unless previously agreed to in writing. Prices indicated in published literature are current at the time of issue, and are shown for general information and estimating purposes only. These prices are not quotations or offers to sell.

Quotations automatically expire, unless accepted, within thirty (30) days from date quoted, and are subject to termination by Advantage Telcom, at any time prior to receipt and acceptance of Buyer's Purchase Order.

Payment Terms

Payment terms to domestic Buyers of satisfactory credit are:

NET 30 DAYS FROM DATE OF INVOICE. If in Advantage Telcom's opinion, the financial condition of the Buyer at any time does not justify continuance of shipment on the terms of payment specified, Advantage Telcom reserves the right to require full or partial payment in advance.

Past due accounts bear interest at the rate of 1.5% per month or the highest amount allowed by state law. In the event collection is necessary the customer shall be liable for all costs thereof, including reasonable attorney fees. The terms and conditions of the master sales contract are made a part hereof.

Taxes

All taxes applicable to products ordered shall be paid by the Buyer, or in lieu thereof, Buyer shall provide Advantage Telcom with a tax exemption certificate acceptable to the taxing authorities. This obligation shall survive payment of Advantage Telcom's invoice.

Acceptance of Orders

Neither Buyer's order and/or correspondence pertaining to same, nor Advantage Telcom's shipment of the products ordered shall constitute acceptance or confirmation of the Buyer's order at variance with or in addition to Advantage Telcom's terms as herein set forth.

Cancellation of Orders

An order once placed with and accepted by Advantage Telcom can be canceled with Advantage Telcom's written consent, and upon terms that will indemnify Advantage Telcom against all resulting losses.

Limited Warranty

Merchandise to be shipped to the Buyer on any order will be of description confirmed in Advantage Telcom's Packing Acknowledgment. Advantage Telcom makes no actual warranty of its own but will pass through to its Buyer the manufacturer's warranty to the extent that such warranty is provided. In the event that Buyer discovers a product to be defective, Advantage Telcom will assist the Buyer in notifying the manufacturer of such defect and to take such other action as Advantage Telcom deems appropriate.

ADVANTAGE TELCOM MAKES NO EXPRESS AND/OR IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE (except as to title) other than those expressly set forth above, and in no event does Advantage Telcom assume, nor shall it be liable for CONSEQUENTIAL OR SPECIAL damages, or for installation adjustment or other expenses whether direct or indirect. No waiver, alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of Advantage Telcom.

New Accounts

To establish an account for you, we need the following information:

(1) a completed and signed credit application.

(2) (Above \$10,000) A current financial statement, preferably audited, including; both profit and loss and balance sheet information.

Delivery

Shipping dates provided by Advantage Telcom in any manner are approximate and are based on current lead times and available information. Advantage Telcom plans to ship on the scheduled date. If Buyer is not ready to accept shipment, Advantage Telcom must be notified at least thirty (30) days before the shipping date, or special handling charges may be incurred. Unless a specific earliest shipping is requested, all shipments will be made as soon as possible after receipt of order.

Deliveries shall be subject to and contingent upon timely receipt of order by Advantage Telcom together with customer qualification of credit requirements. Advantage Telcom shall not be liable for failure to meet required delivery when due to credit clearance requirements or causes beyond its control, including without limitation, unavailability of product from Advantage Telcom's source of supply, strikes and other labor difficulty, riot, war, fire, delay or default of common carrier, or other delays beyond Advantage Telcom's reasonable control.

Freight Terms

Unless specified otherwise, point of origin, method and routing of shipments are at the discretion of Advantage Telcom. Deliveries are FOB place of shipment, and when the common carrier accepts a shipment from Advantage Telcom or one of its vendors, this acceptance shall be construed as proof of delivery of all items, boxes and cartons indicated on the bill of lading.

Specific Terms of Shipping

All Shipments: Freight will be billed at standard carrier rates with the exception of items that require emergency expedited shipment from the vendor to our location. Advantage Telcom reserves the right to pass through any additional expenses incurred for such services at standard carrier rates.

Drop Shipments: An additional charge may be levied based upon vendor Drop shipment fees incurred by Advantage Telcom.

Export Shipments

On shipments outside the continental United States, freight will be administered under the above policies to the specified point of export.

General Shipping Information

Unless specified otherwise, shipping method will be at our option with due consideration for cost and safety. Air shipments will be used only for emergency shipments requested by the customer. Faulty, incorrect, or missing material within packages should be called to the attention of the Advantage Telcom within seven days of receipt of goods. A claim for concealed shipping damage should be filed by you with the carrier as soon as it is discovered. When material does not arrive in reasonable time after notice of shipment, Advantage Telcom's Sales Department should be notified.

Claims

All claims for breakage or shortages should be made upon receipt of the material and should be filed with the carrier handling the shipment. If requested, Advantage Telcom will assist in presenting these claims, but will not assume responsibility for collection of claims. Claims for shortages or non-delivery of shipments must be made within 30 days of invoice date, and failure to make such a claim shall result in a waiver of any right to make any claim for such shortage or non-delivery.

Any buyer who wishes to dispute a delivery of merchandise may submit a written request to Advantage Telcom for a copy of carrier's proof of delivery within 30 days from date of invoice. Failure by buyer to request such proof of delivery within the 30 day time period will result in a waiver of buyer's right to raise the issue of delivery and thereafter delivery will be conclusively presumed.

Insurance

Since our normal policy is to ship FOB shipping point, title to the goods or merchandise passes to the customer upon delivery to the origin carrier and risk of loss or damage during transit is upon the customer.

Returned Materials

No product or equipment of any kind will be accepted for return unless that product is in warranty, in an undamaged; safe-able condition, in its original package and complete with all parts and manuals. No product or equipment of any kind may be returned without prior agreement, specific shipping instructions and return merchandise authorization (RMA) number from Advantage Telcom.

Advantage Telcom will not accept any responsibility for material returned without authorization. An RMA number may be obtained from the RMA administrator. All materials must conform to the authorization request or they will be returned as unauthorized.

A. Returns to Advantage Telcom

1. If requested, a return authorization form will be provided. It will outline shipping instructions indicating the location authorized to accept return material; A copy of return authorization to be used as packing slip, and shipping labels.

If you receive your authorization over the telephone, your account representative will provide you shipping instructions. It will be necessary for you to use your own label and mark your packages accordingly. Customer must request a RMA within 45 days of invoice.

2. All shipments must be made prepaid.

3. Advantage Telcom authorization to return material expires 60 days from date of issue. If material has not been shipped by expiration date, a new return authorization must be requested.

4. Advantage Telcom will issue credit after the material has been received and inspected by the designated RMA Administrator.

B. Returns to Manufacturer

1. Advantage Telcom on customers behalf will obtain manufacturer return merchandise authorization (RMA) when request is due to: defective material; vendor shipping or packaging error. Customer must request a RMA within 45 days of invoice.

2. Advantage Telcom will issue credit when credit is received from the manufacturer. If reason for return is due to over-shipment by Advantage Telcom or by vendor's error, credit will be issued against the original invoice for material and shipping. If return is for other reasons, an appropriate credit will be issued based upon the condition of returned materials, handling, repair and inspection costs, etc. Some arrangements to return defective materials under warranty or for repair should be handled directly with the manufacturer. Advantage Telcom will assist in obtaining necessary shipping instructions.

Restock Charge

An appropriate restock charge will be assessed upon the return of products because of customer ordering error, or late cancellation of order, or when assessed by the manufacturer.

Partial Shipments

Unless otherwise agreed, Advantage Telcom reserves the right to invoice for partial shipments.

Seller's Right of Possession

In addition to all remedies Advantage Telcom may possess, and shall have the right, at any time, for credit reasons or because of Buyer's default or defaults, to withhold shipments in whole or in part, to recall goods in transit, retake same, and repossess all goods which may be stored without the necessity of taking any other action, and Buyer consents that all merchandise so recalled, retaken, or repossessed, shall become the absolute property of

Advantage Telcom, provided Buyer is promptly notified of such action and is given full credit therefore.

Product Installation and Operation

Buyer assumes all responsibility for the proper selection, installation, operation and maintenance of the merchandise purchased from Advantage Telcom or any agent thereof. Advantage Telcom **SHALL NOT BE RESPONSIBLE NOR LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT, SPECIAL OR INCIDENTAL DAMAGES** whatsoever, except as specifically set forth in the **LIMITED WARRANTY**.