

New Account Application

Tekmicom
8800 NW 23 Street, Miami, FL 33172
Tel: (305) 421-8961 Fax: (305) 629-9106

COMPANY INFORMATION

Complete Legal Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Tel: _____ Fax: _____

Shipping Address: _____

Contact Person: Controller _____ Accounts Payable _____

Business is a (check one): Proprietorship Partnership Corporation
 Other _____

Year Started: _____ State Incorporated: _____ Gross Annual Sales: _____

Are you a (check one if applicable): subsidiary or division

Parent Company Name: _____

Address: _____ Tel: _____

City: _____ State: _____ Zip: _____

CA, Resale #: _____ Federal ID #: _____

Dun & Bradstreet #: _____ State ID #: _____

PRINCIPLE OWNER/OFFICERS

1. Name/Title: _____ Home Phone: _____

Home Address: _____ Social Security #: _____

City: _____ State: _____ Zip: _____

2. Name/Title: _____ Home Phone: _____

Home Address: _____ Social Security #: _____

City: _____ State: _____ Zip: _____

BANK REFERENCES *(The undersigned grants Tekmicom permission to verify all information stated herein)*

1. Name: _____ Tel: _____

Address: _____ Fax: _____

Account type: Checking #: _____ Savings #: _____

2. Name: _____ Tel: _____

Address: _____ Fax: _____

Account type: Checking #: _____ Savings #: _____

CREDIT/TRADE REFERENCES *(The undersigned should provide at least three references)*

1. Name: _____ Tel: _____

Address: _____ Fax: _____

2. Name: _____ Tel: _____

Address: _____ Fax: _____

3. Name: _____ Tel: _____

Address: _____ Fax: _____

4. Name: _____ Tel: _____

Address: _____ Fax: _____

AGREEMENT

This statement has been read by the undersigned, and is to my knowledge, in all respects, complete, accurate and truthful. You have my permission to contact my bank and trade references listed above to verify the information. The undersigned expressly agrees to make payment in full to Tekmicom for all purchases in accordance with terms of sale. All invoices are due according to the terms set forth on the invoice from the date of billing.

Tekmicom reserves the right to decline credit to applicant and, in the event credit is extended to applicant, to change or revoke applicant's credit limits on the basis of changes in Tekmicom's credit policies or applicant's financial situation and/or payment record. The undersigned also agrees to provide Tekmicom with updated credit information on request and to provide an annual statement to Tekmicom as a condition for the continued extension of credit. The Federal Equal Credit Opportunity Act prohibits discrimination in any way in the granting of credit. The federal agency, which administers compliance with this law, is the Federal Trade Commission, Washington, D.C. 20580.

_____	_____	_____
PRINT NAME	TITLE	SIGNATURE

_____	_____	_____
PRINT NAME	TITLE	SIGNATURE

UNANIMOUS WRITTEN CONSENT TO ACTION BY THE BOARD OF DIRECTORS

OF

(Name of Corporation)

The undersigned, being all Directors of the above named Corporation, do hereby take the following unanimous written consent to action in lieu of a meeting.

Resolved as follows:

- a) The Corporation authorizes (Mr/Mrs/Ms)_____ to sign a Corporate Guarantee in favor of Tekmicom for the purchase of products/services from Tekmicom, and that he/she has the authority to pledge through his/her signature and on behalf of our Corporation, and through the signed Corporate Guarantee, all our assets; including but not limited to receivables and inventories, in case of default in the payment of the debt owed to Tekmicom.
- b) That (Mr/Mrs/Ms)_____ is an Officer/Director/Shareholder of the Corporation with the following title: _____
- c) That the person(s) authorized to make purchases and sign purchase orders to Tekmicom are:_____
- d) The validity of this Board Resolution is indefinite in time.
- e) That no changes to these resolutions shall be permitted without the written consent and approval of Tekmicom.

Dated: _____

Name/Title: _____

Name/Title: _____

I hereby certify that the foregoing is a true and accurate copy of the official action by the Directors of the Corporation as set forth.

(Corporate Seal)

(Corporate Secretary)

PERSONAL GUARANTEE

I, _____, for and in consideration of your extension of credit to _____ (herein referred to as "the Company") of which I am _____ (title), hereby personally guarantee the payment of any obligations to Tekmicom by the Company and further agree to bind myself, my heirs and/or estate to pay Tekmicom on demand, any sum due to Tekmicom by the company whenever the Company fails to pay said obligations. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Company. I do hereby waive "Notice of Default", "Notice of Non-Payment", and further "Notice" thereof, and consent to any modification under the Company account with Tekmicom. I do hereby agree to pay, in addition to any amount due to Tekmicom unpaid by the Company, all pre-litigation, litigation and post-litigation attorney fees that may be incurred, including a reasonable sum for action herein and that the venue and jurisdiction for implementation and remedy of this guarantee shall rest in Dade County, Florida, United States of America.

(Note: Copies of all identifications must be attached)

Signed by: _____ (Guarantor) Date: _____

Print Name: _____ Social Security #: _____

Home Address: _____

Home Telephone #: _____ Driver's License #: _____

Passport #: _____ State Issued: _____

Country Issued: _____

Expiration Date: _____

On this day, the _____ of _____, _____, I attest that the preceding document was signed by the party indicated above and that the above document is not a public record, certified copies of which would be available from an official source other than a notary public.

Notary

Tekmicom

8800 NW 23 Street, Miami, FL 33172
Tel: (305) 421-9938 Fax: (305) 629-9106

CONTINUING TERMS AND CONDITIONS TO INVOICES OF

Tekmicom

Buyer agrees that Tekmicom may proceed with or without judicial process to take possession of all or any products/services not already in possession of Tekmicom and Buyer agrees immediately upon receipt of notice from Tekmicom to do everything requested by Tekmicom and to provide Tekmicom immediate access to Buyer's principal place of business and to every other place where any products/services or any records may be requested.

Buyer and Tekmicom acknowledge and agree that they desire to avoid the additional time and expense related to a jury trial of any disputes or claims arising under this agreement. Therefore, it is mutually agreed by and among the parties that they shall and hereby do irrevocably agree to waive trial by jury of any cause of action, claim or counterclaim.

In the event that Buyer's residence or principle place of business is outside the jurisdiction of Dade County, Florida, Tekmicom, in its sole discretion, may elect to bring a suit wherever Buyer or the products/services are located. In that event, Buyer agrees that it shall be subject to a confession of judgment, without notice or further proceedings, and that the same, upon domestication in the Dade County, Florida, shall be an enforceable judgment.

Signature

Date

Tekmicom
8800 NW 23 Street, Miami, FL 33172
Tel: (305) 421-9938 Fax: (305) 629-9106

TERMS AND CONDITIONS OF SALE

1. Title to the above described products/services is to remain the property of Tekmicom until payment in full is received.
2. In the event any action is filed relative to this contract, and if Tekmicom is successful, then the customer shall be liable for all cost of collection, including reasonable attorney's fee, whether at the final or appellate level and Customer agrees that venue shall be in Dade County, Florida
3. In the event that payment is not made to the terms of this invoice, a service charge of 1 ½ % per month shall be assessed on the unpaid balance overdue. Buyer understands and agrees that the service charge is reasonable in light of the anticipated or actual harm, the difficulties of proof of loss, and the inconvenience of otherwise obtaining adequate remedy arising from a default in payment.
4. Checks returned for any reason are subject to a \$ 75.00 fee and /or a 3% penalty.
5. Damage in transit must be reported to carrier and inspection requested within 15 days of delivery to your premises.
 - a) Examine cartons carefully before accepting delivery.
 - b) Note damage or shortage on freight bill of delivery receipt.
 - c) Unpack merchandise promptly to detect concealed damage, save cartons for inspection.
 - d) Notify your Tekmicom representative immediately.
6. Risk of loss: All risk of loss or destruction or damage to all equipment by reason of theft, fire, water or any other cause shall pass to customer upon delivery of the balance of the purchase price.
7. Disclaimer and limitations of liability:
 - a) SELLER'S LIABILITY TO THE CUSTOMER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND, RESULTING FROM, BUT NOT NECESSARILY LIMITED TO THE EQUIPMENT, OR BY ANY DEFECT THEREIN. THE USE OF MAINTENACE THEREOF, ANY SERVICING OR ADJUSTMENT THERETO, RESPONSE TIME, REPEATED MACHINE MALFUCTION, NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER REGARDLESS OF THE FORM OF ACTION, WHETHER IN TORT OR IN CONTRACT, SHALL BE LIMITED TO THE ACTUAL CHARGE LISTED ON THE AGREEMENT WITHOUT INTEREST.
 - b) SELLER WILL IN NO EVENT BE LIABLE FOR LOST PROFITS OR OTHER CONSEQUENTIAL DAMAGES EVEN IF SELLER OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.
 - c) SELLER WILL IN NO EVENT BE LIABLE FOR ANY LOSS, OR DAMAGE, OR EXPENSE OF ANY OF ITS EMPLOYEES, REPRESENTATIVES OR SALES PERSONS RENDERING TECHNICAL OR OTHER ADVICE OR REPRESENTATION IN CONNECTION WITH THE PERFORMANCE OF ANY COMPUTER HARDWARE, COMPUTER SOFTWARE OR ANY COMBINATION THEREOF UNLESS IT IS SPECIALLY CONTAINED IN THIS AGREEMENT.
 - d) NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.
8. WARRANTIES: All warranties are limited to those offered by manufacturers and are extended according to the terms and conditions implied by such warranties. Tekmicom does not endorse, is not responsible or otherwise liable for any warranties offered by the manufacturer of the product being purchased. Customer representatives can advice of warranties offered and their limitations.
9. INDEMNITY: Customer shall indemnify seller against and holds seller harmless from any and all claims, actions, proceedings, expenses, damages or liabilities including attorney's fees arising in connection with equipment, including without limitations, its manufacturer, selection, purchase, delivery, possession, use, operation, or return and the recovery of claims under insurance policies thereon.
10. Inability to perform: Seller shall not be required to perform its obligations under this agreement, or be liable for its failure to perform, if nonperformance is caused by any Act of God, war, civil disturbance, strike, work stoppage, transportation, unavailability of equipment contingencies, power failures, laws, regulations, ordinances, acts of orders of any governmental agency or official thereof, or any cause not within the control of the Seller.
11. Liquidated damages: ALL PAYMENTS AND DEPOSITS MADE BY CUSTOMER TO SELLER AS SET FORTH IN THIS AGREEMENT ARE NON-REFUNDABLE AND SHALL CONTINUE LIQUIDATED DAMAGES IN THE EVENT OF A CUSTOMER'S DEFAULT SINCE THE AMOUNT OF DAMAGES IS INCAPABLE OF BEING ASCERTAINED.
12. Validity of Agreement: If any provision or provisions to this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.
13. Customer understands in the purchase or lease of the property listed on the face thereof.
14. Entire Agreement: The agreement contains the entire agreement between the parties hereto. No promise representations, warranty or covenant not included in this agreement has been or is relied on by either party. Each party has relied on its own examination of this agreement and provisions hereof, and the counsel of its own advisor. THE FAILURE OF REFUSAL OF EITHER PARTY TO INSPECT THE AGREEMENT OR OTHER DOCUMENTS OR THE FAILURE TO OBTAIN LEGAL OR OTHER ADVISE RELEVANT TO THIS TRANSACTION CONSTITUTES A WAIVER OF ANY OBJECTIONS, CONTENTIONS, CLAIM THAT MIGHT HAVE BEEN BASED UPON SUCH READING, INSPECTION OR ADVISE. No modification or amendment to this agreement shall be of any force or effect unless in writing executed by the customer and authorized representative(s) of Seller.

RETURN POLICY:

1. **HOURS FOR RETURNS ARE FROM 9:00AM until 5:00PM (By appointment only)**
2. **All defective products must be returned with an RMA number.**
3. **All products found non-defective will be charged appropriately for testing.**
4. **All merchandise Customer wishes to return must be packaged with all unopened documentation in new condition.**
5. **All returned merchandise must be accompanied with the appropriate corresponding original invoice.**
6. **No returns are accepted on special orders.**
7. **No returns are accepted on software.**
8. **All products returned for reasons other than manufacturer's defect are subject to a 15% restocking charge.**
9. **No charges will occur if product is returned within one business day, and product remains unopened.**