



Dealer Credit Application

Step 1: Customer Profile

Est. Monthly Order Volume: \$ _____ Date first order is anticipated: _____

Company Legal Name: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Shipping Address: _____ City: _____ State: _____ Zip: _____

Telephone#: _____ Fax#: _____

Primary Contact: _____ E-mail Address: _____

A/P Contact: _____ E-mail Address: _____

Telephone#: _____ Fax#: _____

Duns#: _____ FEIN#: _____ State: _____ Year Established: _____

Sellers Permit Number: _____ Company Web Address: _____
(Attach Completed Resale Certificate)

Permit Jurisdiction: _____ SS#: _____

Ticker Symbol (if public): _____ Number of Employees: _____

Principal Name: _____ Annual Revenues: _____

Are you a Subsidiary or Division? If Yes,

Parent Company Name: _____

Address: _____

Will Principal or Parent company guarantee debts? Yes No

Step 2: Bank Information

Printed Name: _____

Bank Name: _____ Contact Name: _____

Address: _____

Telephone#: _____ Fax#: _____

Account# or #s: _____



Step 3: Supplier Reference Information

Please provide Three (3) references from major suppliers. Include supplier name, contact name, telephone #, address, and account#.

Supplier Name:	_____	Contact Name:	_____
Address:	_____	Account#:	_____
Telephone#:	_____	Fax#:	_____
	_____	Email:	_____
Supplier Name:	_____	Contact Name:	_____
Address:	_____	Account#:	_____
Telephone#:	_____	Fax#:	_____
	_____	Email:	_____
Supplier Name:	_____	Contact Name:	_____
Address:	_____	Account#:	_____
Telephone#:	_____	Fax#:	_____
	_____	Email:	_____

Step 4: Attachments, Authorizations, & Certifications

Attachments

Please attach a current, signed Resale Certificate, for ALL states to which you will be shipping.

Authorization to Release Confidential Financial Information

Attention: Credit Department

Please accept this as Customer authorization to release information to Stirling Communications Supply Co. Ltd., (the "Company") for the purpose of extending credit.

Authorized Signature: X _____ Date: _____

Printed Name: _____

Certifications

I hereby certify that the business holds a valid sellers permit number _____ issued pursuant to the sales and use tax law and the business is engaged in the selling of _____.

I also certify that the Customer, in the form of tangible property, will resell the tangible property described herein, which shall be purchased from the Company.

I hereby warrant and represent that all the information provided as part of this Credit Application is true and correct and acknowledge that the Company will rely on this information in determining our terms for sale, if any. I further understand and agree that the Company reserves the right, in its sole discretion, at any time, without notice to change or modify the credit terms and increase or decrease credit limits.

X
 Signature of Authorized Individual _____ Print Name _____
 Title _____ Date _____



Step 5: Complete the Terms and Conditions of Sale and submit the Guaranty of Payment if applicable

Terms and Conditions of Sale

These terms and conditions of sale ("Terms") apply to all sales of product and services ("Product") by Stirling Communications Supply Co., Ltd., its subsidiaries and affiliates ("Company") to you ("Customer").

1. Acceptance. Customer's acceptance of these Terms shall be indicated by signing this Credit Application and the Terms and Conditions of Sale where indicated or submission of a request to purchase Product by any means ("Order"), including the Company's electronic ordering system if available. The Company's acceptance of Customer's Order is conditioned upon Customer's acceptance of these Terms. In the event that Customer's Order is deemed to be an offer, the Company's acknowledgment or performance of the Order is conditioned upon Customer's acceptance of these Terms and the Customer's acceptance of delivery without objection to these Terms constitutes acceptance of these Terms.

2. Payment Terms. Prices for the Product will be as set forth in the Company's then applicable price list or per agreed pricing arrangement exclusive of taxes, duties, licenses, excises, tariffs and shipping cost which shall be the obligations of the Customer. Payment is due within thirty (30) days from date of Company's invoice to Customer, except for credit card and other prepayment accounts which are due and payable upon delivery of Product. Customer shall pay a late fee equal to the lesser of 2% per month or the maximum allowed by law on all sums past due hereunder. In the event of default by Customer, Company may at its sole option declare all sums owed by Customer to the Company (whether or not yet due) immediately due and payable. The Company reserves the right to withhold shipment of any part of an Order to require prepayment of any Order in the event that the Company determines in its sole judgment that Customer will be unable to make timely payment.

3. Order and Shipment. Customer will order Product from Company by a complete purchase order in form acceptable to the Company. The Company may reject any Order for any reason. The Company will not be bound by any terms or conditions set forth in any Order. Customer agrees not to contest the validity or enforceability of any Order. Delivery of the Products will be made in accordance with the Company's shipping policy in effect on the date of shipment. All Products are shipped F.O.B Origin. Insurance coverage, transportation costs and all other expenses applicable to shipment from Company to Customer will be at the Customer's sole expense. Company shall choose what it considers the most appropriate means of shipment unless the Customer specifically requests otherwise. Company shall not be liable for any damages resulting



Terms and Conditions of Sale...Continued

from failure or delay in shipping goods. Customer shall bear the risk of loss or damage to any and all goods. Certain minimum charges will apply for purchase orders requiring special handling.

4. Claims. The Recipient of Product shall refuse any Product delivered with visible damage. Customer must notify the Company of any concealed damage within two (2) business days of receipt of Product ("Claim"). Failure to timely notify Company of a Claim shall be deemed an acceptance of the Product as of the date of the shipment. All claims for loss or visibly damaged Product accepted by recipient must be made by the Customer to the carrier. Claims for any items missing from a shipment must be made to the Company within two (2) days from the receipt of the shipment. Customer shall be responsible for compliance with these requirements in the event of Company's shipment of Product directly to Customer's customer. Customer will indemnify and hold Company harmless from any and all losses incurred as a result of failure of their customers to comply with this provision of the Terms.

5. Warranty. All Products are sold solely with the applicable manufacturer's warranty. Company, at its sole discretion, when requested by Customer to do so, will assist Customer in getting defective Products repaired or replaced.

6. Purchase Money Security Interest. Customer grants the Company and the Company retains a purchase money security interest in the Products until payment for the Products is received in full, including late charges. Customer hereby authorizes Company to perfect its security interest by filing a UCC-1 Financing Statement or other such documentation necessary therefore and is hereby authorized to affix customer's name as the debtor in connection therewith.

7. Returns. The Company shall not be obligated to authorize any Product return. Customer may return Product ("Returned Product") and receive a Product replacement or credit up to the amount invoiced for the Returned Product subject to the following: (a) return requests must be made within 14 days of invoice date and authorized Returned Product must be returned to the location designated by the Company within 14 days of issuance of Return Authorization ("RA") number; (b) the Company's cost for the Returned Product on the date of shipment is not less than the Company's cost to purchase the same Product of the Returned Product on the date of return; (c) the Returned Product is new and unused in original cartons, with all packing materials, manuals, cables, etc.; and (d) the Company determines in its sole judgment that the Customer is not in default of the Terms or any other agreement between the Parties. All Returned Products must be shipped by Customer to Company FOB Destination. All shipping charges, risk of loss and related expenses associated with a Product return will



Terms and Conditions of Sale...Continued

be the sole responsibility of Customer. All non-defective Returned Product are subject to a fifteen percent (15%) minimum restocking charge.

8. Credit and Refunds. Credit may be available to Customer pursuant to Company's then applicable policies and programs which may include, Returned Product, co-op advertising, rebates and allowances ("Credit"). Credits may be applied by Company to any amounts owed by Customer. Refunds will be issued, upon Customer request only in the event of an overpayment by Customer and provided that Customer's account is current.

9. Special Orders. A special order is a Product ordered by Customer that the Company does not normally stock ("Special Order"). Special Orders are non-cancelable and on a nonrefundable basis. Special Order Products may not be returned to the Company under any circumstances.

10. DISCLAIMER AND LIMITATION OF LIABILITY. THE COMPANY MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCT. THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY LOSS, DAMAGE OR COST FOR BREACH OF WARRANTY. THE COMPANY WILL NOT IN ANY EVENT BE LIABLE FOR ANY LOSS OF REVENUE, PROFIT, USE OF DATA, INTERRUPTION OF BUSINESS OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN ADVISED OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY'S LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE BASIS OF THE CLAIM. THE DISCLAIMER AND LIMITATION OF LIABILITY PROVISION WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION OR OTHERWISE.

11. Export Restrictions. Customer will obtain all licenses, permits and approvals required by any government and will comply with all applicable laws, rules, policies and procedures and indemnify and hold Company harmless regarding any violation of same.



Terms and Conditions of Sale...Continued

12. **General.** These Terms will be construed in accordance with the laws of New Jersey, other than conflicts of law. Customer consents to the non-exclusive jurisdiction of the State and Federal Courts in Somerset County, New Jersey for any claims regarding the Terms and to accept service of process in accordance with the notice provisions of the Terms. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Terms. The failure of either Party to insist upon strict performance of any of the provisions of the Terms will not be deemed a waiver of any breach or default. Each of the Parties represent that it has the authority to enter into and sign the Credit Application and the Terms. Any notice given to either Party will be in writing and effective immediately upon facsimile transmission or two days following depositing same with an overnight carrier addressed to the address indicated in the Credit Application or as notified in writing by the Party. The Company will be entitled to recover all costs, including attorney fees and costs, incurred as a result of enforcement of any provision of the Terms including collection of any sums due from Customer. If any provisions of these Terms are deemed unenforceable as a matter of law, all other provisions will remain in effect. The Company may assign the Terms without prior approval of the Customer. The Customer may not assign the Terms without the prior approval of the Company. The Company will not be liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics, terrorist attacks and similar events outside the Company's control. The Terms constitute the entire agreement between the Parties as to the sale of Product and supersede all prior or current written or oral statements, representations, negotiations, agreements and understandings regarding the sale of Product. The Terms may be amended or modified only in writing signed by both Parties.

Agreed to by: _____ (Signature)
_____ (Print Name)
_____ (Title)
_____ (Date)
_____ (Company Name)
_____ (Company Address)

Please fax all completed documents to Stirling, at (908) 647-4904