

# STIRLING

COMMUNICATIONS SUPPLY CO.

## DEALER APPLICATION

Which product lines are you interested in ? :



STEP 1 : COMPANY INFORMATION (Highlighted Fields are Mandatory)

Company Legal Name:

Billing Address:

City:  State:  Zip:

Shipping Address:

City:  State:  Zip:

Telephone#:  E-mail:

Company Website:

Principal Name:

Are you a  Subsidiary or  Division? If Yes,

Parent Company Name:

Address:  City:  State:  Zip:

DUN'S Number:

Will principal or Parent Company guarantee debts ?  Yes  No

## STEP 2 : SELLER PERMIT/ RESALE CERTIFICATE

Seller Permit #  FEIN#:  State:  Year:

**REQUIRED:** State Resale Certificate with Stirling Communications Supply Co listed as the seller, signed and dated. Please submit **UNIFORM SALES & USE TAX CERTIFICATE** if dropshipping to another state.

## STEP 3 : IMPORTANT CONTACTS

### Sales:

First Name:  Last Name:

Telephone#:  Email:

### Purchasing Department :

First Name:  Last Name:

Telephone#:  Email:

### Accounts Payable :

First Name:  Last Name:

Telephone#:  Email:

## STEP 4 : PAYMENT TERMS

### Option A:

#### Credit Card Authorization

By Checking this box, you agree to let Stirling Communications Supply Co use you credit card.

A Stirling Communications Supply Co. associate will follow up with you to collect your full payment information.

### Option B:

#### Apply for the Net 30 Terms:

If you wish to apply for the Next 30 Terms, please provide your bank information below.

Bank Name:  Contact Name :

Address:

City:  State:  Zip:

Telephone#:  Account# or #s:

## CREDIT REFERENCES

#1

Vendor :

Contact Name :

Telephone#:  Email:

#2

Vendor :

Contact Name :

Telephone#:  Email:

#3

Vendor :

Contact Name :

Telephone#:  Email:

## DOMESTIC WIRING INSTRUCTIONS/ACH:

Incoming wires to Peapack-Gladstone Bank should be sent as follows:

Peapack-Gladstone Bank  
500 Hills Drive, Suite 300  
PO Box 700  
Bedminster, NJ 07921-1538  
Routing /ABA #: 021205237

**Beneficiary Name:** Stirling Communications Supply CO LTD Account #: 800006347

Stirling Communications will try to establish your Net 30 Terms within 5 business days. If your order needs to be shipped prior please contact Stirling's customer service for different form or payment.

## 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.** Terms may be available on subsequent orders, once credit has been established. 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 shipping 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 pre-payment 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 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 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.

I hereby warrant that the information contained in this application is true and correct and is furnished for the purpose of obtaining credit from Stirling Communications Supply Co. I hereby authorize Stirling Communications supply Co. to contact references in connection with the application.

I have read and agree to the above terms and conditions of sales.

Signature:

Printed Name:  Date: