



9710 DE SOTO AVENUE, CHATSWORTH, CA 91311
Tel: (818) 407-4890 Fax: (818) 407-4896

Dear Customer,

By Law, all sales of tangible personal property are considered retail sales and therefore taxable until proven otherwise. However, the law does not apply to purchases that are for resale. This transaction is commonly known as "Sale for Resale".

To comply with our state sales and tax regulations, Wireless One Dist. Inc. is required **BY LAW** to have a copy of your **STATE ISSUED SALES & USED TAX CERTIFICATION/PERMIT** on file. We need to have this on file for each and every state that we ship merchandise to, so companies can be valid for non-taxable purchases.

- 1 The Purchaser's business name and complete address, phone & fax number,
- 2 The purchaser's type of business (wholesaler, retailer, etc.)
- 3 Description of the Purchaser's business,
- 4 The state issued Sales & used Tax certificate number. **NOTE: Your federal identification number is not acceptable as your sales tax exempt permit number.**
- 5 Authorized signature and title of the Officer, Owner, Partner, and Manager.

Please complete the attached form and return it with the photocopy of your state issued permit as soon as possible so that we are in a position to support any valid claims of exemption. Note that each state issues a separate permit number. In absence of a full complete certificate, we will assume that your purchase are taxable and you will be charged accordingly since Wireless One Dist. is required to do so by law. Please fax your certificate and form at (818) 407-4896. Thank you for your prompt cooperation in this matter. If you have any questions feel free to contact the Accounting Dept. at (818) 407-4890 Ext. 102.



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CONFIDENTIAL APPLICATION

In consideration of credit being extended by Wireless One to the below named applicant for merchandise to be purchased whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to Wireless One the faithful payment, when due, of all accounts of said applicant for purchases made within five years next after the date of this application. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by Wireless One, extension of time of payment to applicant, acceptance of partial payment or partial compromise, all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guarantee. Any revocation of this guarantee shall be in writing and delivered to Wireless One.

GENERAL INFORMATION

Please make note that Brightpoint, Cellstar, Motorola Parts Dept., Paging & Cellular Carriers, Tescos, Charge or Credit cards, UPS and Fed-Ex companies will not supply CREDIT Information, so please do not use them as Trade References.

Legal name of Firm: _____

DBA: _____

Name of Parent Company, if Subsidiary: _____

Business Mailing Address _____ Phone: () _____

_____ Fax: () _____

Business Shipping Address: _____ Phone: () _____

Credit Amount Requested: \$ _____

Type of Business _____ Years in Business _____ Established in _____ Number of Locations _____

At Present Location Since (Date) _____

Warehouse _____ Store Front _____ Other (Specify) _____ Carrier _____

Corporation _____ Publicly Held Corporation _____ Partnership _____ Sole Proprietorship _____

Agent _____ Sub-Agent _____ Carrier _____ Mass Merchandise _____ Distributor _____ Reseller _____

Corporate Officers: President _____ SSN # _____

Vice President _____ SSN # _____

Treasurer _____ SSN # _____

Sole Prop./Partnership: Owner/Partner _____ SSN # _____

Owner/Partner _____ SSN # _____

Owner/Partner _____ SSN # _____

Owner/Partner _____ SSN # _____

Listed in D & B Yes _____ No _____ Other Credit Bureau: _____

Please provide your email address if you want to receive Advance Shipment Notification (ASN). Email Address: _____



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BANK REFERENCE

1. Bank _____ Account No _____

Address _____ Phone No _____
 Fax No _____
 City, State, Zip Code _____ Contact _____

Bank Credit Line: \$ _____ Secure: Yes _____ No _____ Personal Guaranty: Yes _____ No _____

2. Bank _____ Account No _____

Address _____ Phone No _____
 Fax No _____
 City, State, Zip Code _____ Contact _____

Bank Credit Line: \$ _____ Secure: Yes _____ No _____ Personal Guaranty: Yes _____ No _____

TRADE REFERENCES (Your Credit Limit with Trade References should be at least as high as you are requesting from Wireless One Dist.)

Name _____ Phone No _____
 Fax No _____

Address _____ City, State, Zip Code _____

Contact _____

Please circle one: Net Terms C.O.D. Personal Guaranty None

Name _____ Phone No _____
 Fax No _____

Address _____ City, State, Zip Code _____

Contact _____

Please circle one: Net Terms C.O.D. Personal Guaranty None

Name _____ Phone No _____
 Fax No _____

Address _____ City, State, Zip Code _____

Contact _____

Please circle one: Net Terms C.O.D. Personal Guaranty None

Name _____ Phone No _____
 Fax No _____

Address _____ City, State, Zip Code _____

Contact _____

Please circle one: Net Terms C.O.D. Personal Guaranty None

Applicant authorizes release of above information or attached list to Wireless One Dist.
Signature: _____ Title: _____ Date: _____



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GUARANTY

The undersigned _____ (“Guarantor”) of _____, having a financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally guarantees the payment by Applicant to Wireless One of all amounts due and owing now, and from time to time hereafter. Guarantor expressly waives notice from Wireless One of its acceptance and reliance on this personal guaranty, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which the Guarantor has or may have against Applicant or Wireless One shall be available hereunder to the Guarantor against Wireless One in the event of a default by Applicant on its obligation to Wireless One. Wireless One may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor without proceeding with, or exhausting any other remedies it may have. Guarantor agrees to pay all costs, expenses, and fees, including reasonable attorneys’ fees, which may be incurred by Wireless One in enforcing this personal guaranty or protecting its rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of one and a half percent (1.5%) per month, or the highest rate permitted by law, whichever is less, shall be binding upon Guarantor, the Guarantor’s heirs, successors, assignees, representatives and survivors, and shall inure to the benefit of Wireless One, its successors and assigns. This personal guaranty shall be governed by and interpreted with the laws and decisions of the State of California, as is performable in Los Angeles County, California. If more than one, the obligations of the undersigned shall be joint and several. This is a continuing guaranty and can only be cancelled in writing via certified mail return receipt requested sent to Wireless One.

(Print Name) (Signature) (Drivers License Number)

(Address) (Date)

(Print Name) (Signature) (Drivers License Number)

(Address) (Date)

Witnessed By: _____
(Notary Public) (Seal) (Date)



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TERMS AND CONDITIONS

1. Upon approval of this application, Wireless One, in its sole discretion, will assign applicant a maximum credit line and shall have the right to increase, decrease, or terminate applicants credit privileges under this application at any time without prior notice to applicant, except as otherwise provided by law.
2. Payment of the purchase price for goods and/or services acquired from Wireless One shall be made pursuant to the terms set forth on each invoice, and applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due on all invoices shall become due to Wireless One in full immediately upon default in the payment of any invoice. All returns or refused orders without proper authorization will incur a **20%** restocking fee.
3. Applicant agrees to pay interest in the amount of 1.5% per month, or in the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected.
4. Applicant hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith, is true and correct and that this information is being furnished to Wireless One for the purpose of inducing Wireless One to extend credit to applicant, and understands that Wireless One intends to rely upon such information as correct.
5. Waiver. The failure of Wireless One to insist, in any one or more instances, upon performance hereunder, or to exercise any right hereunder, is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right.
6. Wireless One's expenses. Applicant shall pay to Wireless One all costs and expenses, including, without limitation, reasonable attorney's fees of not less than 25% of amount owed, and the fees of any collection agency and court costs, incurred by Wireless One in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereunder.
7. General.
 - a. No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties.
 - b. If any provision of this agreement is unenforceable, such unenforceability shall not affect the remainder of this agreement unless a failure of consideration would thereby result.
 - c. This document and the rights and duties of the parties shall be governed and interpreted according to the laws of the state of California.
 - d. This agreement shall be binding upon and, except as otherwise provided herein, shall inuse to the benefit of the parties hereto and their respective successors and assigns.
 - e. The rights and remedies granted herein are non-exclusive to those otherwise available under law of equity.
 - f. The terms and conditions of this contract and of any sales and payments made pursuant hereto are performable in California.
 - g. All sales are final and subject to availability of product. All orders will be shipped C.O.D. certified funds unless previous arrangements have been made with Wireless One Dist. Please allow up to 3 weeks for processing your application.
 - h. All new merchandise sold to customers comes with manufacture's warranty which is provided for the end user only. No other warranty or guarantee, advertised or implied, is available.
 - i. All prices are subject to change without notice. Please confirm current pricing with a Wireless One Dist. sales representative.
 - j. If the customer's bank returns a company check, the customer will be assessed a \$20.00 fee for each check returned for each time. Until the company sends a cashier's check for the full amount, all future orders must be paid for by cashier's check.

- k. All merchandise damaged due to carrier handling is the customer's responsibility. Please save the original shipping carton and contact the delivering carrier for inspection and resolution of the claim.
- l. All Pricing is F.O.B. shipping location. Any common carrier shipments are freight collect.

8. To further secure the payment of amounts owed to Wireless One, and to further induce Wireless One to extend credit to the applicant, applicant hereby authorizes, irrevocably, any attorney of any court of record to appear for applicant in said court, and confess judgment without process in favor of the holder of this credit application for such amount as may appear to be unpaid in conjunction therewith, hereby expressly waiving all benefit under the exemption laws of applicant's state of domicile, with costs and ten per cent, attorney's fees, and waive all errors in any such proceedings, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

Applicant: _____ By Authorized Agent/Officer: _____

(FULL FIRM NAME)

(SIGNATURE)

(DATE)

Wireless One Distributors
Sales Executive



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BANK AUTHORIZATION

Bank Name: _____

Client Name: _____

Telephone: _____

Account #: _____

For Bank Use Only

Customer Since: _____ Average Balance: _____

Type of Account: Checking__ Savings__ Combined Accounts__

N.S.F. History: _____ NONE

Line of Credit Yes__ No__ Amount: _____

Secured Yes__ No__ Current Balance: _____

Customer Authorization

I hereby authorize the above listed Financial Institute to release any information relating to the above listed account.

Customer Signature

Date

All information supplied is for our internal use only and will be kept strictly confidential. Your prompt reply is appreciated please fax back to (818) 407-4897