



Attention: _____

ACCOUNT APPLICATION

1374 Rankin St., Troy, MI 48083 (248) 547-4100 Fax: (248) 547-6700

COMPANY PROFILE

Company Name: _____
 DBA: _____
 Address _____
 City _____
 State _____
 Zip/Country _____
 Phone () - _____
 Fax () - _____
 Other () - _____
 E-mail _____
 Resale Tax ID (Copy Is Required) _____
 Federal Employer ID _____
 Type of Business _____

ADMINISTRATIVE PROFILE

Business Owners / Partners

Principal's Name _____
 Home Address _____
 City/State/Zip _____
 Home Phone () - - _____
 Principal's Name _____
 Home Address _____
 City/State/Zip _____
 Home Phone () - - _____

BUSINESS REFERENCES

1. Company Name _____
 Phone () - _____
 Fax () - _____
 Account # _____
 Address: _____
 City/State/Zip _____
 2. Company Name _____
 Phone () - _____
 Fax () - _____
 Account # _____
 Address: _____
 City/State/Zip _____
 3. Company Name _____
 Phone () - _____
 Fax () - _____
 Account # _____
 Address: _____
 City/State/Zip _____

PERSONAL GUARANTY

For valuable consideration, the undersigned jointly and severally unconditionally guarantee and promise to pay Super Fair Cellular Inc., on demand, in lawful currency of the United States, any and all indebtedness of the aforementioned applicant to Super Fair Cellular Inc. The liability of the undersigned under this agreement shall not exceed at any time the balance appearing on the account of the applicant and shall remain in effect until expressly revoked by written notice by either party to the order. Any such revocation shall not in any manner affect the undersigned's liability as to any indebtedness existing prior thereto. The undersigned agree(s) to pay attorney's fees, collection cost and court cost & fees, which may be incurred through the enforcement of this Guaranty by Super Fair Cellular. The undersigned agrees that venue for any action brought by either party to enforce any terms of Guaranty Agreement shall be in Oakland County, MI or any other location selected by Super Fair Cellular Inc.

I willingly agree to the above terms _____
 Initial

APPLICANT'S SIGNATURE GUARANTEES THE INFORMATION TO BE TRUE AND ACCURATE

Print Applicant Name _____
 Job Title _____
 Authorized By _____
 Driver's License (Copy Is Required) _____

Signature _____
 Date _____
 Terms _____

TERMS AND CONDITIONS

- 1. ACKNOWLEDGEMENT AND CERTIFICATION.** Applicant hereby agrees that, unless otherwise agreed to by the parties, these terms and conditions shall apply to each invoice relating to the goods sold by Super Fair Cellular to Applicant under this Agreement. Applicant hereby certifies that the information furnished in this Agreement and in any financial statements furnished in connection herewith, is true and correct and that the information is being furnished to Super Fair Cellular for the purpose of inducing Super Fair Cellular to extend credit to Applicant and Applicant understands that Super Fair Cellular is relying upon the accuracy of such information.
- 2. CREDIT LINE.** Upon Super Fair Cellular's approval of Applicant, Super Fair Cellular, in its sole discretion, will assign Applicant a credit line and Super Fair Cellular will have the right to increase, decrease or terminate Applicant's credit privileges under this Agreement at any time without prior notice to Applicant except as otherwise required by law.
- 3. PAYMENT AND INTEREST.** Payment of the purchase price for the goods and/or services acquired from Super Fair Cellular by Applicant (the "Goods") shall be made pursuant to the terms set forth in each invoice relating to the Goods and Applicant agrees to pay all charges according to the payment terms established in said invoices. The entire outstanding balance due on all invoices shall become immediately due and payable to Super Fair Cellular upon default by Applicant in the payment of any invoice. Applicant agrees to pay interest in the amount of one and a half percent (1.5%) per month or the highest rate permitted by law, whichever is less, on each past due payment, pursuant to the terms set forth on the respective invoice until collected.
- 4. DISCREPANCY NOTIFICATION.** Applicant must notify Super Fair Cellular, in writing, within seventy-two (72) hours of receipt of a shipment of (a) any shortage or discrepancies existing between the Goods charged to Applicant on the invoice relating to such shipment and the Goods actually received by Applicant in such shipment; (b) any damages to the Goods received by Applicant in such shipment; and/or (c) any objections to the payment or other terms set forth in the invoice relating to such shipment. If written notice of such shortage or discrepancy, damage or other objection is not received by Super Fair Cellular within the time period specified above, the Applicant shall be deemed to have accepted the Goods and the Goods shall be deemed to comply with all the terms, conditions and specifications of the invoice relating to such Goods and Applicant shall be responsible for the entire amount charged on the invoice relating to such shipment.
- 5. RETURN/REFUSAL OF GOODS.** When purchasing from Super Fair Cellular, the Good(s) are warranted from defects in material and workmanship as specified on our Sales Invoice. Should these items fail under normal use during time period, Super Fair Cellular, will at its option repair, or replace the defective item with a like or similar product. If the unit cannot be repaired and a replacement unit is not readily available, Super Fair Cellular, at its sole discretion may refund the purchase at the current market price or credit the Applicants account. Refunds or credits are not offered when the units may be repaired or negligence of modification of any part of the product, including cosmetic parts and changing software. In the event an order is refused by an Applicant, the Applicant must pay all transportation charges relating to the refused Goods. Any refused Goods are subject to a minimum twenty percent (20%) re-stocking charge. In the event Super Fair Cellular agrees to return Goods, all returned Goods must be returned in the original container with packaging and Applicant must provide proof of purchase. All transportation charges and a 20% restocking fee are charged to the account.
- 6. CHARGE OFFS.** The amount of any returned product may not be deducted from the amount of this invoice for any reason. Offsetting an invoice with a return is not allowed unless with written permission from Super Fair Cellular. Offsetting an invoice with an RMA claim is strictly prohibited and will not be accepted. All invoices must be paid in full. Any credits owed to Applicant will be disbursed in a separate transaction.
- 7. MANUFACTURER'S WARRANTY.** When a warranty is available from the Manufacturer, this warranty supersedes Super Fair Cellular's warranty and all claims should be made to the manufacturer first.
- 8. Warranty.** In the event Super Fair Cellular offers a warranty on Goods and there is a claim, Applicant will follow all policies and procedures set forth by Super Fair Cellular. These policies and procedures can be found on Super Fair Cellular's Web Site, www.sfccl.com under Forms.
- 9. LIMITATION OF DAMAGES.** IN NO EVENT SHALL SUPER FAIR CELLULAR OR ANY SUPER FAIR CELLULAR AGENT BE LIABLE TO APPLICANT OR ANYONE ELSE FOR ANY AMOUNT IN EXCESS OF THE MONIES PAID BY APPLICANT TO SUPER FAIR CELLULAR FOR THE PARTICULAR GOODS CAUSING SUCH LIABILITY. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL SUPER FAIR CELLULAR OR ITS AGENTS BE LIABLE TO APPLICANT OR APPLICANT'S CUSTOMERS FOR ANY SPECIAL DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUPER FAIR CELLULAR HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES.
- 10. CREDIT APPROVAL AND PURCHASE ORDERS.** All orders for Goods under this Agreement are subject to Super Fair Cellular's approval of Applicant's credit. A purchase order is required for all first time sales of Goods under this Agreement and thereafter for any order that is \$5,000 or greater.
- 11. SUPER FAIR CELLULAR'S TERMS CONTROL.** These terms and conditions shall control and prevail over any contrary terms in any of the Applicant's purchase orders relating to the Goods purchased under this Agreement. Unless otherwise agreed to by the parties, the shipment terms for all Goods purchased by Applicant under this Agreement shall be F.O.B. Super Fair Cellular's loading dock in Ferndale, Michigan.
- 12. RISK OF LOSS AND TITLE.** Unless otherwise agreed to by the parties, the risk of loss of and the title to the Goods purchased by Applicant under this Agreement shall pass from Super Fair Cellular to Applicant upon delivery of such Goods to Applicant's carrier, F.O.B. Super Fair Cellular's loading dock in Ferndale, Michigan. Upon receipt of shipment, it shall be the responsibility of Applicant or the Applicant's consignee receiving the shipment to check the Goods and secure written acknowledgment from the carrier of any shortages, loss or damage with respect to the Goods. Notification of such shortage, loss or damage with respect to the Goods must be made in writing to Super Fair Cellular within five (5) days of receipt of the particular shipment.
- 13. PURCHASE PRICE AND TRANSPORTATION CHARGES.** The Applicant shall purchase the Goods under this Agreement in accordance with the prices that are prevailing at the time of shipment (determined in the sole discretion of Super Fair Cellular). The Applicant acknowledges that all applicable sales prices are given as cash discounted pricing. Unless otherwise agreed to by the parties, Super Fair Cellular shall not be responsible for spotting, switching, demurrage or other transportation charges. Price protection is not offered by Super Fair Cellular.
- 14. GENERAL.** The parties to the Agreement hereby agree that (a) the failure of Super Fair Cellular 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; (b) no modification of this Agreement shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties; (c) if any provision of this Agreement is determined to be unenforceable by any court, such unenforceability shall not affect the remainder of this Agreement; (d) this Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns; and (e) the rights and remedies granted in this Agreement are non-exclusive to those otherwise available under principles of equity.
- 15. FORCE MAJEURE.** If either party shall be delayed in its performance of any obligation under this Agreement or be prevented entirely from performing any such obligation due to causes or events beyond its control, including, without limitation, any act of God, fire, present or future law, government order, rule or regulation, such delay or non-performance shall be excused and the time for performance shall be extended to include the period of such delay or non-performance.
- 16. JURISDICTION & GOVERNING LAW.** The parties irrevocably submit to the exclusive jurisdiction of Oakland County, Michigan Courts for the determination of disputes arising out of or under this contract. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan, County of Oakland (without regard to the conflicts of law rules of Michigan).
- 17. SUPER FAIR CELLULAR ENFORCEMENT EXPENSES.** Applicant shall pay to Super Fair Cellular all costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees, incurred by Super Fair Cellular in exercising any of its rights or remedies under this Agreement or enforcing any of the terms, conditions and/or provision of this Agreement or collecting any sums due and owing under this Agreement.

APPLICANT:

By Authorized Agent/Officer:

(Full Firm Name)

(Signature)

(Date)

(Print Name)