

**PLEASE NOTE:** Applications must be completed and signed before we will process orders. Submit financial statements if available. Original signed application must be returned within 10 business days to the Credit Department.

## CONFIDENTIAL CREDIT APPLICATION & SALES AGREEMENT

### General Information

Legal Name of Firm \_\_\_\_\_  
Name of Parent Company if Subsidiary \_\_\_\_\_  
Principal Business Address Street: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ Website: \_\_\_\_\_  
Field of Business \_\_\_\_\_ Year Established \_\_\_\_\_ Number of Locations \_\_\_\_\_  
At Present Location Since (Date) \_\_\_\_\_ Type of Business: Corporation  Partnership  Sole Proprietorship   
Officers/Principals:  
    President/Owner \_\_\_\_\_ Social Security No. \_\_\_\_\_  
    Vice President/Owner \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Credit Amount Request \$ \_\_\_\_\_ DUNS No. \_\_\_\_\_

**IMPORTANT: A copy of your Resale Certificate is required before the credit application will be processed.**

### Bank References

Bank \_\_\_\_\_ Account No. \_\_\_\_\_  
Address \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_ Contact \_\_\_\_\_

### Trade Reference (Your Credit Limit with Trade References should be at least as high as you are requesting from The Company)

1. Company Name & Address \_\_\_\_\_  
Account No. \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

2. Company Name & Address \_\_\_\_\_  
Account No. \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

3. Company Name & Address \_\_\_\_\_  
Account No. \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Would you be willing to: Sign a Personal Guarantee? Yes No (circle one)  
Accept a UCC Filing on Behalf of the Company? Yes No (circle one)

### Customer Authorization

I hereby authorize the above listed reference to release any information relating to the above listed accounts.

Full Company Name:

By Authorized Agent:

(Signature)

(Date)

**BANK AUTHORIZATION**

Date: \_\_\_\_\_ Customer Name: \_\_\_\_\_  
Bank Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Account No.: \_\_\_\_\_

**ATTENTION:**

The above named account is in the process of establishing credit with our company. They have authorized us to inquire about your experience with them. To help us establish the appropriate credit relationship, we ask that you complete the following information.

**For Bank Use Only**

Customer Since: \_\_\_\_\_ Average Balance: \_\_\_\_\_  
SAVINGS  CHECKING  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 reference to release any information relating to the above listed accounts.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

All information supplied is for our internal use only and will be kept in strict confidence. Your prompt reply is appreciated. For your convenience enclosed is a self-addressed postage paid envelope or please fax to (480) 945 - 5531

**COMPANY CHECK REQUEST FORM**

**PERSONAL GUARANTEE MUST BE SIGNED FOR CONSIDERATION**

Guarantor: \_\_\_\_\_

Applicant: \_\_\_\_\_

Title: \_\_\_\_\_

In consideration of acceptance of company check or to have credit extended by SOLARCOMM WIRELESS to the above name applicant for merchandise to be purchased whether applicant be an individual of individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to SOLARCOMM WIRELESS the faithful payment, when due, of all accounts of said applicant for purchases. 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 of dishonor or default by applicant or with respect to any security held by SOLARCOMM WIRELESS extension of time 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.

_____ Printed Name and Title (1)	_____ Signature of Guarantor (1)	_____ Date
_____ Printed Name and Title (2)	_____ Signature of Guarantor (2)	_____ Date

## MASTER PURCHASE AGREEMENT

This agreement shall insure to the benefit of the creditor, its successors and assignees of any credit hereby guaranteed. It shall bind Guarantor(s), his/her heirs, legal representatives and assigns.

If action is brought on this Guaranty, SOLARCOMM shall be entitled to recover its reasonable attorney's fees and/or cost of suit. Suit on this Guaranty may be made in any court with subject matter jurisdiction in the County of Maricopa, State of Arizona, and Guarantor irrevocably consents to personal jurisdiction and venue of any such court.

This purchase agreement ("Agreement") is entered into as of the date appearing on the Credit Application ("Application") between SOLARCOMM ("Seller") and the person identified in the Application ("Buyer") and shall be the contract between the parties for all purchases by Buyer of merchandise sold by SOLARCOMM to Buyer.

1. **Term:** This Agreement shall become effective on the date appearing on the Application and shall continue in effect for an indefinite period until terminated by either party by written notice to the other at least ninety(90) days prior to the effective termination date specified in such notice (the "Termination Date"). Notwithstanding the termination of the Agreement this Agreement shall remain in full force and effect as to all orders of merchandise by Buyer from which accepted by SOLARCOMM prior to the Termination Date.
2. **Prices:** Prices for all merchandise sold by SOLARCOMM to Buyer shall be those prices which appear on the invoice to Buyer accompanying preceding the shipment of the above order. Prices on any goods purchased but not yet delivered under this contract are subject to increase in the event of an increase in the cost of suppliers, labor, services or compliance with federal or state law. Seller shall notify Buyer of the basis for any increase in price.
3. **Payments:** (a) Terms of payment start from date of invoice. Buyer shall pay interest from maturity. (b) All invoices, claims and charges of Seller not in dispute shall be paid without offset defense or counterclaim and regardless of controversies relating to other delivered or undelivered goods under this or any other contract between the parties. (c) Remittances received from or for the account of Buyer may be applied against amounts owing by Buyer and acceptance of such remittances shall not constitute an accord and satisfaction of Buyer's liability regardless of any writings, legends or notations on such remittances or other writing, statements or documents whatsoever.
4. **Credit-Default:** (a) Buyer warrants and represents to Seller that it is fully solvent and able to meet its obligations as they mature. (b) Buyer's failure to fulfill any obligations to Seller at maturity under this or any other contract shall accelerate and make due and payable immediately all amounts owing to Seller under this or any other contract irrespective of the terms of payment set forth in this or such other contracts, if Seller so elects. (c) The signing of this contract by Seller shall not imply that Seller has investigated the financial responsibility of Buyer and found it satisfactory and in any event Seller shall at times have the right to limit or cancel Buyer's credit line upon notification to Buyer. If in Seller's sole opinion the financial condition of the Buyer at any time warrants such action, Seller may demand payment in cash in whole or party, or anticipation of payment of other obligations, before acquiring, manufacturing, processing or in delivering the goods or any part thereof, and Buyer agrees to comply with such demand on Buyer's compliance stated, and Seller's time for delivery shall be extended for a period of time equal to the time between its such demand notwithstanding the terms therewith and for any additional period equal to the time between its such demand and Buyer's delay in compliance. Upon Buyer's failure to make such payment or anticipation with ten (10) days after demand, Seller, in addition to its other rights set forth in this contract or granted to it by law, shall have the right to cancel the contract and recover its damages from Buyer, bill all or any part of the undelivered goods at public or private sale, holding Buyer responsible for its damages. Any property of Buyer, including but not limited to the merchandise billed and held (whether paid for or not) at any time in the Seller's possession, or the possession of any parent, subsidiary, affiliated division, principal or agent of Seller.
5. **Delivery and Tender:** (a) The acceptance of a shipment by any common carrier or licensed truckman shall constitute a delivery to Buyer or in the absence of shipping instructions the mailing invoice to Buyer shall constitute a delivery. Upon the occurrence of either event the risk of loss shall pass to Buyer. (b) Any delivery or tender made within thirty (30) days after specified date of delivery shall constitute a good delivery or tender. Thereafter any delivery of a tender made prior to receipt by Seller of written cancellation shall constitute a good delivery or tender. Where Buyer has declared or manifested an intention that Seller is ready and willing to deliver in accordance with this contract and such notice shall constitute a valid tender of delivery. (c) Seller may make delivery in installments and refusal of Buyer to accept any installment may be treated by Seller as a breach of this contract. (d) All goods held for the account of Buyer, irrespective of the reason therefore shall be at Buyer's risk and Seller may charge for storage at prevailing rates. (e) Seller reserves the right to make delivery of either ten percent (10%) over or under specified quantity. Any defect in quality or delays in delivery shall not affect the balance of this contract. (f) All freight expense and delivery charges shall be paid separately by Buyer and shall not be subject to discount.
6. **Delay in Delivery:** (a) Seller shall not be liable for any delay in delivery of any portion of the goods covered by this contract due to accident, labor trouble, fire, embargo, lack of shipping facilities, war, government regulations. Seller's inability (or that of its supplier) to obtain adequate supplies of goods, labor, or any other conditions or causes of like or unlike nature beyond the control of the Seller. In any such event, Seller may, in its sole discretion, without notice to Buyer, at any time and from time to time, extend the delivery dates under this contract for the period of delay, or make partial delivery, or cancel all or any of this or any other contracts under which delivery is delayed. (b) Any goods ready for delivery but which Seller is prevented from shipping by any condition or cause beyond its control may be billed by Seller. The mailing of the invoice shall constitute delivery. Seller shall thereafter hold the goods for the account and risk of Buyer and Buyer agrees to make payment at the maturity of the invoice so rendered.
7. **Claims and Allowances:** (a) Seller excludes and disclaims all warranties, whether express or implied, including the implied warranties of merchantability and fitness. Buyer accepts the goods in "as is" condition Buyer specifically excludes and disclaims any warranty whether express or implied with respect to the flammability of the goods specified in this contract. Seller shall not be liable for normal manufacturing defects, for defects resulting from inherent imperfections or for customary variations from quantities or specifications. (b) Claims of any kind or nature defects must be made in writing three (3) days after receipt of the goods and prior to altering the goods in any manner from the original condition of delivery. Any claims not made in writing the time limits above set forth are specifically barred. (c) Buyer must make available for inspection and examination by Seller all goods which Buyer claims to be defective. Seller may replace any goods claimed by Buyer to be defective within a reasonable time after Buyer makes them available for inspection and examination and such replacement shall constitute satisfaction and discharge of all claims of Buyer relative to goods replaced. Buyer's right to cancel goods by reason of defects shall at this time be limited to that portion of the goods actually defective. (d) The limit of the Seller liability for non-delivery shall be the difference, if any, between the contract price and the fair market price on the date specified for the delivery of goods. In no event shall Buyer be entitled to claim any other damages or any consequential or incidental damages for the defective goods or into delivery or non-delivery, and in no instance shall damages include profit on contemplated use or profit any description.
8. **Seller's Remedies as to Undelivered Goods:** Upon breach by Buyer of this contract prior to delivery of any goods, Seller at its option treat such breach as a severable or as a breach of entire contract. In the event of such a breach in addition to all other rights and remedies provided by law, Seller may sell the undelivered good at public or private sale without notice to Buyer and Seller's damages shall be the difference between the resale price and the contract price plus fifteen percent (15%) of the contract price to cover Seller's cost of resale. Buyer agrees that Seller at Seller's option may require Buyer to specifically perform this contract by paying this contract price for the goods which have been rendered for delivery.
9. **Assortments:** If Buyer shall fail to assort any portion of the goods within the time specified. Or if not specified within the time reasonably necessary for Seller to meet the specified delivery. Seller may at its option: 1) Cancel the contract, 2) Invoice the Buyer for the unassorted goods at the contract price which will continue full performance by Seller, or (3) Sell the goods at public or private auction for Buyer's account other unassorted or when making assorted for Buyer, Buyer to be responsible for any losses on such resale. If Seller subsequently permits Buyer to assort the goods the time for delivery shall be extended for such period as may be necessary and Buyer shall pay any additional costs to Seller resulting in delay in furnishing the assortment. At any time prior to shipment or payment Seller shall have the right to substitute equivalent goods therefore invoiced.
10. **Design Protection Confined Patterns:** No rights of patterns and designs of goods covered by this contract passed to the Buyer on integral part of the goods and the Buyer as special inducement to the Seller agrees to copy or cause to be copied or reproduced, either directly or indirectly any such patterns or designs. If Seller agrees to confine any of the goods sold herewith, it shall be responsible only for ordinary or reasonable costs in containing such goods to specified purpose. Unless otherwise agreed to in writing by Buyer and Seller goods/patterns contained to Buyer may be sold to Seller to foreign customers and to domestic customers who do not compete with the Buyer.
11. **Miscellaneous:** This contract supercedes Buyer's purchase order and/or contract if any. No part of any such Buyer's such purchase order and/or contract shall be deemed confirmed or accepted by any provision or part hereof. Buyer and Seller agree that this contract represents the final complete and exclusive statement of terms of their agreement, that it may not be modified or discharged in whole or in part except by writing signed by the party against whom enforcement of any modification or discharge is sought and shall be governed by the laws of the State of Arizona. No waiver of any default by either party shall operate as a waiver of any other default or of the same default on a future occasion. Performance under this contract shall be modified to the extent made necessary by compliance by Seller or any other source of supply of Seller with government rules or regulations. If any provisions of this contract is or at any time becomes unenforceable or invalid no other provisions shall be affected thereby and the remaining provision of this contract shall continue with the same affect as if such unenforceable or invalid provisions had not been inserted herein. Buyers may not assign this contract or any interest therein without prior written and regardless of any terms or provisions thereof shall be subject to all the terms and provisions of this contract.
12. **Limitations and Liability and Indemnity:** Payee shall not be reliable to Buyer for indirect, incidental, or consequential damages (including lost profit revenues or business opportunities) arising out of or resulting from any delay in or failure of performance required under this agreement. Buyer shall hold harmless Payee and its Officers, Directors, Shareholders, Employees and representative from and against any claim or suit brought against any of them by any third party on account of merchandise sold to Buyer hereunder, and to indemnify them from any loss, cost or expense any of them may incur by \_\_\_\_\_ thereof (including attorneys fees).
13. **Applicable Law, Jurisdiction and Venue:** This agreement shall be governed and construed in accordance with the laws of the State of Arizona. The parties agree that any dispute between them shall be resolved in any court with subject matter jurisdiction in the County of Maricopa, State of Arizona and Buyer irrevocably consents to personal jurisdiction and venue of any such court.
14. **Attorney's Fees and Costs:** Applicant agrees to pay any collection costs incurred to collect the account balance including court costs, collection costs, and attorney's fees of not less than 33% of the unpaid principal and interest.

X \_\_\_\_\_

X \_\_\_\_\_

For our purpose, signed fax copies are considered originals. Please provide us a copy of your drivers license and Social Security Card.

# SOLARCOMM

*Wireless*

1214 N. Stadem Drive • Tempe, AZ 85281  
Telephone: 480-945-3505 • Fax: 480-945-5531

**PAYMENT:** Payment of purchase price for items and/or services acquired from SOLARCOMM shall be made pursuant to the terms, 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 SOLARCOMM in full immediately upon default in the payment of any invoice.

**PRICES:** Purchaser shall purchase products in accordance with prices as determined by SOLARCOMM, which is prevailing at time of shipment.

**CREDIT APPROVAL:** All orders are subject to approval of credit by supplier.

**INTEREST:** Applicant agrees to pay interest in the amount of 3.0 % per month, or 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.

**SHIPPING CHARGES:** SOLARCOMM shall arrange reasonably prompt shipment of products, F.O.B. The point of delivery designated by Supplier pursuant to terms agreed, however, SOLARCOMM shall not be responsible for delays in delivery due to fire, flood, earthquake, weather, delay in transportation or any other contingencies beyond SOLARCOMM's control resulting in impossibility of performance of SOLARCOMM's duties and obligations hereunder. Applicant will be responsible for all shipping charges as set forth by SOLARCOMM whether product is accepted or refused. If a package is refused, Applicant will be responsible for the shipping charges plus an additional %50 percent of the total shipping cost.

**EXPENSES:** Applicant shall pay SOLARCOMM all costs and expenses, including without limitation, reasonable Attorney's fees of amount owed, and the fees of any collection agency and court costs, incurred by SOLARCOMM in exercising any of its rights and remedies hereunder or enforcing any of the terms, conditions, or provisions.

**RISK OF LOSS:** Risk of loss, damage to and title to products shall pass upon delivery thereof to purchaser's carrier, F.O.B. Upon receipt of shipment, it shall be the responsibility of purchaser to check materials and secure written acknowledgement from delivering carrier for any shortages, loss or damage. Notification of such shortages, loss or damage must be made in writing to SOLARCOMM.

**RESTOCKING FEE:** Product returned after five working days will be charged a restocking fee of twenty percent (20 %) per invoice.

***APPLICANT AGREES TO BE BOUND BY TERMS AND CONDITIONS OF THIS AGREEMENT.***

**APPLICANT (Legal Name of Firm)** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Authorized Officer**  
**Print Name** \_\_\_\_\_