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Customer Information Form

COMPANY INFORMATION					
TYPE:	C CORPORATION	S CORPORATION	PARTNERSHIP	SOLE PROPRIETORSHIP	OTHER:
COMPANY COMPLETE LEGAL NAME			DOING BUSINESS AS NAME		
COMPANY WEBSITE			YEAR STARTED	STATE OF INCORPORATION	
REGISTERED COMPANY ADDRESS			CITY	STATE/ PROVINCE	ZIP CODE
TAX ID/ SS					
PHONE NUMBER			FAX NUMBER		
CONTACT INFORMATION					
CONTACT NAME			CONTACT PHONE NUMBER		
CONTACT POSITION			CONTACT E-MAIL ADDRESS		
AUTHORIZED SIGNATURE					
BY SIGNING THIS APPLICATION, I ATTEST THAT THE ABOVE INFORMATION IS ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE					
PRINT NAME:				DATE:	
SIGNATURE:					

Sales Agreement 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 Eaglecell 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 Eaglecell for the purpose of inducing Eaglecell to extend credit to Applicant and Applicant understands that Eaglecell is relying upon the accuracy of such information.
- 2. CREDIT LINE.** Upon Eaglecell approval of Applicant, Eaglecell in its sole discretion, will assign Applicant a credit line and Eaglecell 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 Eaglecell 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 Eaglecell upon default by Applicant in the payment of any invoices. 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. BY SUBMITTING THIS APPLICATION, YOU AUTHORIZE Eaglecell. TO MAKE INQUIRIES INTO THE BANKING AND BUSINESS /TRADE REFERENCES THAT YOU HAVE SUPPLIED**
- 5.** In the event Seller approves a return of goods, there shall be a fifteen percent (15%) restocking charge of the original purchase price for all goods returned. Notwithstanding the preceding sentence, goods will not be accepted for return if they are not in their original packaging along with all associated accessories and instruction manuals. In addition, Buyer shall pay all shipping charges for the return of the good. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE HERE OF. SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 6. VARIANCE NOTIFICATION.** Applicant must notify Eaglecell, 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 Eaglecell within the time period specified above, the Applicant shall be deemed to have accepted the Goods and 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.
- 7. LIMITATION OF DAMAGES.** IN NO EVENT SHALL Eaglecell OR ANY Eaglecell AGENT RELIABLE TO APPLICANT OR ANYONE ELSE FOR ANY AMOUNT IN EXCESS OF THE MONIES PAID BY APPLICANT TO Eaglecell FOR THE PARTICULAR GOODS CAUSING SUCH LIABILITY. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL Eaglecell 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 Eaglecell HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES.
- 8. 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 Eaglecell). Unless otherwise agreed to by the parties, Eaglecell shall not be responsible for spotting, switching, demurrage or other transportation charges
- 9. GENERAL.** The parties to the Agreement hereby agree that (a) the failure of Eaglecell 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 insure 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.
- 10. 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.
- 11. GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California (without regard to the conflicts of law rules of California).
- 12. Eaglecell ENFORCEMENT EXPENSES.** Applicant shall pay to Eaglecell all costs and expenses, including, without limitation, attorneys' fees, court costs and collection agency fees, incurred by Eaglecell in exercising any of its rights or remedies under this Agreement or enforcing any of the terms, conditions and/or provisions of this Agreement or collecting any sums due and owed under this Agreement.

Print Name: _____

Title: _____

Signature: _____

Date: _____