



34193 Golden Lantern # D | Dana Point, CA 92629
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CREDIT APPLICATION & PAYMENT AGREEMENT

G E N E R A L	LEGAL BUSINESS NAME:		DBA:		
	PRINCIPAL OF THE COMPANY:		SUBSIDIARY OF:		
	BUSINESS ADDRESS:	BILL TO ADDRESS:	SHIP TO ADDRESS:		
	PHONE #:	FAX #:	D&B #:		
T Y P E	<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP (MUST COMPLETE PERSONAL CREDIT INFO)		<input type="checkbox"/> CORPORATION: INCORPORATED IN THE STATE OF: _____ DATE INCORPORATED: _____		
	DATE BUSINESS STARTED:		HOW LONG AT PRESENT LOCATION	NUMBER OF BRANCHES/OUTLETS	
P E R S O N A L	NAME:		NAME:		
	HOME ADDRESS:		HOME ADDRESS:		
	PHONE #:	SOCIAL SEC. #:	DRIVER LIC. #:	PHONE #:	
				SOCIAL SEC. #:	
			DRIVER LIC. #:		
FILED BANKRUPTCY: Y/N <input type="checkbox"/> PERSONAL DATE FILED: _____		FILED BANKRUPTCY: Y/N <input type="checkbox"/> PERSONAL DATE FILED: _____			
<input type="checkbox"/> BUSINESS DATE FILED: _____		<input type="checkbox"/> BUSINESS DATE FILED: _____			
B A N K	PRIMARY BANK:		SECONDARY BANK:		
	ADDRESS:		ADDRESS:		
	PHONE #:	FAX:	PHONE #:	FAX:	
	CHECKING #:	SAVINGS #:	LOAN #:	CHECKING #:	
			SAVINGS #:		
			LOAN #:		
T R A D E	TRADE 1	ADDRESS	PHONE #	FAX #	ACCOLINT #
	TRADE 2	ADDRESS	PHONE #	FAX #	ACCOLINT #
	TRADE 3	ADDRESS	PHONE #	FAX #	ACCOLINT #

Credit Application

You represent and warrant that the confidential information contained in this Application and Agreement is true and correct. You further represent and warrant that you are solvent, your liabilities do not exceed your assets, and you are financially capable of meeting your obligation to pay Stillwater Communications' invoice(s) according to their terms. For all past due invoices, you agree to pay interest to Stillwater Communications at 1.5% per month or the maximum provided by law (whichever is less) on all past due amounts. You understand and agree that the forgoing representations and warranties shall be deemed repeated and relied upon in each and every purchase by you and incorporated therein by this reference unless and until you notify Stillwater Communications to the contrary. You hereby further grant Stillwater Communications a security interest in all products heretofore sold by Stillwater Communications to you and in all the proceeds thereof until you have fully satisfied all of your obligations to Stillwater Communications. You agree to execute and deliver such financing statements to Stillwater Communications as it may reasonably request. In addition to all other remedies available at law or in equity, the provisions of California Commercial Code, Division 9 shall be applicable to all purchases. You further acknowledge and agree that shipments of product will be freight prepaid (and billed) FOB Stillwater Communications' shipping location and agree that risk of loss shall pass to you at such point. You hereby waive all notices, presentment, protest, and demands. You waive and agree not to assent a right to require Stillwater Communications to proceed against you or to exhaust any collateral or to pursue any other remedy. By signing this Agreement, you hereby authorize the release of your credit and banking information to Stillwater Communications as referenced above.

Agreement

By placing an order (via purchase order or otherwise) in connection with the quote ("Quote") provided to you, you accept the Quote and the terms and conditions set forth below, and agree that the same shall constitute a valid and binding contract (the "Agreement") between you and Stillwater Communications. Stillwater Communications reserves the right to accept or reject, at Stillwater Communications' sole discretion, any and all orders that do not comply with the terms set forth in said Quote, or any order that is not placed within 30 days of the date the Quote was created. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their assigns, heirs, administrators, executors, or successors including without limitation any end-users of the equipment sold hereunder.

WARRANTY & RETURNS POLICIES

Warranty

Stillwater Communications' Standard One-Year Replacement Warranty

Every piece of "New Surplus" networking equipment sold by Stillwater Communications is fully-guaranteed and comes with a one-year replacement only warranty. Every piece of "Used or Refurbished" networking equipment sold by Stillwater Communications is fully-guaranteed and comes with a 30-day replacement only warranty. Advanced replacement of defective equipment is included, often with next-day delivery based on equipment availability. Limited 8x5 technical support from manufacturer certified technicians is immediately available on all "new surplus" equipment. Advanced troubleshooting is only available to customers with safeTnet maintenance contracts. Stillwater Communications' warranties and returns are subject to acceptance of and compliance with Stillwater Communications' policies and procedures. Extended two-year, five-year, and lifetime warranties are available for additional cost. Warranty extensions must be purchased prior to expiration of existing warranty.

Returns

Stillwater Communications will only authorize returns and electronically issue an Authorized RMA # for the following reasons:

- "New Surplus" equipment is found to be defective within one year from date of invoice.
- "Used or Refurbished" equipment is found to be defective within 30 calendar days from date of invoice.

Returns of "New, Surplus" Working Product

Product returns are subject to Stillwater Communications' approval at its sole discretion. Stillwater Communications will issue a credit - less a 25% re-stocking fee - on all returns of working product, provided that the following conditions are met:

- Client follows the requisite procedures described below.
- Client returns product within 30 calendar days from date of invoice.
- Client returns product in the condition in which it was delivered (all product received otherwise will not be accepted).

Product received after 30 calendar days from date of invoice will not be eligible for credit. Warranties, service agreements, licenses, etc. are not eligible for return. Contact your sales representative if you have any questions about product eligibility.

Procedures: Returns of "New, Surplus" Working Product

- If you (the client) would like to return a product, and it is still within 30 calendar days from date of invoice, please contact your Stillwater Communications Sales Associate.
- If the return is approved by Stillwater Communications you must re-package the product such that Stillwater Communications receives it in the same condition in which it was originally delivered, sealed in the product packaging, and then re-packaged in a neutral box. Working product must be received by Stillwater Communications within 30 calendar days from date of invoice.
- Working product returns originally quoted and sold as "new, surplus equipment" must be returned with the manufacturer seal intact in order to be eligible for full credit - less a mandatory 25% re-stocking fee.
- Client is responsible for all freight charges incurred when returning Working product. "Used or Refurbished" Working Product is not eligible for return.

Returns of Non-Working/Defective "New, Surplus" Product

Stillwater Communications will replace all non-working/defective ("defective") "New-Unused Surplus" product (on a best-efforts basis) within one year from date of invoice provided that the following conditions are met:

- Client follows the requisite procedures described below in "Procedures: Returns of Non-Working/Defective Product".
- RMA is approved within one year from date of original invoice on new hardware, or within extended warranty period if applicable.
- Client returns product in the condition in which it was delivered (all product received otherwise will not be accepted).

Returns of Non-Working/Defective "Used or Refurbished" Product

Stillwater Communications will replace all non-working/defective ("defective") "Used or Refurbished" product (on a best-efforts basis) within 30 days from date of invoice provided that the following conditions are met:

- Client follows the requisite procedures described below in "Procedures: Returns of Non-Working/Defective Product".
- RMA is approved within 30 calendar days from date of original invoice on used hardware, or within extended warranty period if applicable.
- Client returns product in the condition in which it was delivered (all product received otherwise will not be accepted).

Procedure: Returns of Non-Working/Defective Product

If the product purchased from Stillwater Communications appears to be defective or is not functioning properly, please contact your Stillwater Communications Sales Representative at (800) 551-6065.

- If Stillwater Communications approves the return of a non-working/defective ("defective") product, you must re-package the defective product such that Stillwater Communications receives it in the same condition in which it was originally delivered. Defective product must be returned within 30 calendar days of replacement (see policies above).
- Authorized RMA number must be noted on the shipping label.
- In most cases, Stillwater Communications will accept responsibility for the cost of freight.
- In the event Stillwater Communications cannot replace your product in a timely fashion, Stillwater Communications will issue a credit.

Manufacturer

We provide a "new solution" defined as unused, unopened, surplus equipment. Stillwater Communications is an independent distributor and is not affiliated with any original equipment manufacturer or their respective authorized sales channels. Stillwater Communications does not represent any manufacturer and cannot be held liable, directly or indirectly, for any damages or losses caused by manufacturer contracts as a result of your ordering equipment from Stillwater Communications. Manufacturer interference is not grounds for cancellation of a purchase order or waiver of Stillwater Communications' restocking fees. Any and all equipment sold by Stillwater Communications falls within these definitions and supersedes any document, written or verbal representation or agreement, or any notice that states otherwise. Fair notice of these definitions has been provided and made available on every Stillwater Communications' Quote, and is available at any time on the Stillwater Communications' website.

Software

Any software listed on the Quote will be subject to your separate license agreement with the owner or distributor ("licensor") except as the agreement may conflict with the terms of this Agreement. You will comply with all non-conflicting terms and look solely to the licensor for satisfaction of all claims and warranties relating to the software. Software licensing is the responsibility of the user and may not be available through the manufacturer. Manufacturer service contract eligibility is determined by the manufacturer and is subject to revocation by the manufacturer in its sole discretion.

Limitation of Liability

You acknowledge and agree that Stillwater Communications' liability to you for any product sold by Stillwater Communications to you shall not exceed the amount you actually pay to Stillwater Communications for said product. You further acknowledge and agree that Stillwater Communications shall not be responsible for any indirect, incidental, consequential, or special damages, including any loss of use or profit, resulting from or arising out of the sale of any product to you by Stillwater Communications.

Default

In the event you breach any of your obligations under this Agreement or the terms of any Invoice from Stillwater Communications, Stillwater Communications, at its option and without prior notice, may declare you in default and may: (a) terminate the Agreement; (b) take possession of the equipment without court order, posting of bond or other process and without liability for damages; (c) retain any deposit as liquidated damages; (d) recover interest in the sum of 1.5% per month or the maximum provided by law (whichever is less) on all past due amounts; (e) recover its expenses including reasonable attorneys' fees incurred from you in any collection efforts; and/or (f) exercise any other remedies available to it at law or in equity, including without limitation those remedies available under the Uniform Commercial Code. Any action or proceeding arising out of this Agreement or to enforce terms of this Agreement shall be filed in the Superior Court of the State of California for the County of Orange, and this Agreement, having been entered into and executed in the State of California, shall be interpreted in accordance with the laws of said State. In the event that any party hereto shall commence legal proceedings to enforce the terms hereof, or to declare rights hereunder, as a result of any breach of any provision of this Agreement, the prevailing party in any such proceeding shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees and expert witness fees, as may be fixed by the court. I have read and acknowledge the terms and conditions set by Stillwater Communications.

Additional Stillwater Communications' policies and procedures are available online at: <http://www.stillwatercomm.com/policies.html>.

Signed at _____ As of This _____ Day Of _____ 20 _____

Officer/Owner Signature _____ Print Name and Title _____

Officer/Owner Signature _____ Print Name and Title _____