

WaveBand Communications, LLC.

Phone: (800)806-1076 Fax: (866)211-3422

Name & Address:

Legal Name:	DBA	Date	
Business Address			
City	State	Zip Code	Tax ID#
Phone#	Fax#	Email	Website
Accounts Payable Contact		Purchasing Contact	

Company Profile:

#years in Business	State of Incorporation	#Employees	#Locations
Annual Sales	Parent Company	City State	
Owner	Taxable Exempt/Resale#	Payment Type	

Trade References:

Bank Reference	Contact	Phone#
Trade Reference 1	Contact	Phone#
Trade Reference 2	Contact	Phone#
Trade Reference 3	Contact	Phone#

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

Signature

Date _____

1. APPOINTMENT: Dealer-applicant is now appointed an "Authorized Dealer/Reseller" of the Waveband Communications LLC products. Dealer certifies that these products will be resold only into:

- The States of _____
- The United States of America
- Canada
- Mexico
- Central America
- South America

2. TERM: The initial term of this Agreement shall be for a period of one (1) year, starting on the execution date of this Agreement by Waveband Communications LLC. On the expiration of this initial term, the Agreement will be renewed from year to year on the same terms, unless terminated.

3. PURCHASE ORDER: Purchases of Products by Dealer shall be authorized only on issuance of a purchase order acceptable to Waveband Communications LLC. All purchase orders issued by Dealer will be governed exclusively by the terms and conditions of this Agreement, notwithstanding any pre-printed terms and conditions contained on any of Dealer's purchase order forms or Waveband Communications LLC acknowledgement.

4. DELIVERY: Delivery of Products will be deemed completed when placed in the possession of a common carrier at Waveband facilities, designated as the F.O.B. point in the continental United States. Unless otherwise specified by Dealer, Waveband shall select the carrier that is deemed most appropriate. The invoice for each shipment shall include the standard minimum charge for shipping and handling, or the actual cost for shipping and handling, whichever is greater.

5. TITLE AND RISK OF LOSS: Title and Risk of Loss or Damage to the Products shall pass from Waveband to the Dealer upon delivery to the common carrier or Dealer's representative at the F.O.B. point. In the event of a loss subsequent to delivery, Dealer shall assume responsibility for promptly advising the carrier and insurer of the loss, for filing a claim and for recovery of any sums owed by such parties to Dealer.

6. PAYMENT TERMS: Standard payment terms are Net 30 days. Waveband reserves the right to limit or eliminate the extension of credit to Dealer in the event Waveband reasonably determines that Dealer will not satisfactorily perform its obligations under this Agreement or that Dealer's credit is impaired.

Prices are exclusive of all federal, state and local excise, sales, use, personal property or other taxes and fees.

Prices include standard domestic packaging suitable for surface (land) or air shipment. Customer requested special packaging or labeling will be performed at Waveband discretion, and with an increased charge.

Dealer expressly agrees to pay Waveband all costs and expenses, including attorneys' fees, court costs and/or collection agency fees reasonably incurred by Waveband in enforcing its rights under this provision.

7. SECURITY INTEREST: Until the purchase price and all charges payable by Dealer hereunder are received in full, Waveband will retain a security interest in the Product under the Uniform Commercial Code. Waveband is authorized to execute a UCC Financing Statement on behalf of Dealer covering said goods and to file same to protect and perfect Waveband's security interest in said goods in the event of a subsequent default by Dealer. The filing fee will be added to the invoice amount owed by Dealer.

8. COMPLIANCE WITH LAW: Customer agrees that he/it will comply with all applicable federal, state and local laws, and Dealer will indemnify Waveband from any liability arising out of Dealer's alleged failure to comply with any such law. Dealer will not re-market any product for use or sale outside the designated, agreed area(s) without advanced written consent by Waveband.

9. PRODUCT RETURNS: Prior to returning any product to Waveband, a Return Authorization (RA) number must be requested and issued. Dealer may return Product to Waveband within thirty (30) days of shipment without incurring a restocking fee, provided such Product is contained in its original packaging and in condition for resale. After such thirty (30) day period and up to ninety (90) days after the original date of shipment, a fifteen percent (15%) restocking fee will apply to all Products returned to Waveband, with a net credit but no refund. Thereafter, all Product returns must be in condition for resale and will be subject to a minimum fifty percent (50%) restocking fee deducted from any credit. Any credit or refund will not include prior shipping charges.

10. PRODUCT WARRANTY: Waveband warrants that for a standard, stated period from the date of sale (the delivery by Waveband to a common carrier, or by delivery and receipt at Waveband's business location) its products will be free from defects in materials and workmanship arising in the normal, intended, use, care and service of the product. In the event a product fails to meet the nominal performance criteria stated in Waveband printed publications and proposals, Waveband will inspect its product and will repair or replace any defective product at its sole option.

The Waveband product warranty, stated just above, expressly excludes any of its Products sold or delivered for use under any type of rental, lease loan or pre-purchase trial arrangement.

Antenna and Software Warranty: Waveband warrants that for a period of ninety (90) days from the date of sale its antenna and software products will conform to its published specifications under normal usage.

WAVEBAND DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL SOFTWARE DEFECTS WILL BE CORRECTED.

In the event a software product fails to comply with the warranty stated above, Waveband will replace the software product.

Extended product warranties: Waveband may provide some products with extended warranties or has sales promotions with temporary extended warranties. Consult the Waveband current price list for these products and the warranty duration.

Warranty Limitations: Dealer's and the end users' sole remedy under any Warranty provided by Waveband shall be limited to the repair or replacement of the Product, or, at Waveband's sole choice, a refund of the purchase price paid by Dealer. Shipping for any authorized Warranty coverage return of product to Waveband shall be paid by Dealer or by the end user. WAVEBAND GRANTS NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTIES STATED ABOVE.

PLEASE INITIAL THIS PAGE HERE:_____