

New Customer Application

The Telecom Spot

O: 972-334-9622
F: 972-334-9650

Please read the application in its **entirety, front and back** before filling out the following information. Your order or request for credit cannot be processed until the following information is completed fully, signed, and faxed back to us. **IF TAX EXEMPT, WE REQUIRE AN ORIGINAL FAXED COPY OF COMPANY'S RESALE PERMIT ALONG WITH THIS APPLICATION.**

Company Information			
Company Name (Exact Legal Name)		Doing Business As (DBA)	
Billing Address		City	State Zip
Phone #	Fax#	Website	
Type of Company <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other			
Federal Tax ID	Resale Permit #	Year Established	
Annual Sales	Number of Employees	Primary Business Type	

Officer/Principal/Proprietor Information	
Name	Title
Name	Title

Authorized Contacts		
Purchasing Agent 1	Phone and Extension #	Email
Purchasing Agent 2	Phone and Extension #	Email
Accounts Payable	Phone and Extension #	Email

Requested Terms
<input type="checkbox"/> Prepay <input type="checkbox"/> Credit Card <input type="checkbox"/> Net Terms – Requested Amount \$ _____

Bank Reference						
Bank Name	Account #	Contact Name				
Branch Address	City	State	Zip	Phone #	Fax #	

Trade Reference 1		Trade Reference 2		Trade Reference 3	
Company Name		Company Name		Company Name	
Address		Address		Address	
Phone #	Fax #	Phone #	Fax #	Phone #	Fax #
Account #		Account #		Account #	

Applicant's signature attests financial responsibility and willingness to pay our invoices in accordance with the agreed terms, as stated on the invoice from the date of invoice. Title to all property charged shall remain with the seller until it is fully paid by the buyer. In the event of insolvency of the buyer or default in payment, seller may enter and reclaim all merchandise. Furthermore, all merchandise returned by buyer to seller for reasons other than defective or damaged merchandise, buyer agrees to pay a **20% restocking fee** to seller. Buyer agrees to pay a **1.5% late charge** on all invoices not paid by the due date, according to the terms and date, stated on our invoices. **Further, buyer also agrees to pay all collection agency fees incase of buyer defaulting on payment.** Please note, all sales are subject to The Telecom Spot's terms and conditions as listed below. Applicant's signature gives authorization the release of credit information from listed references to The Telecom Spot.

SIGNATURE: _____ NAME: _____ TITLE: _____ DATE: _____

*****AUTHORIZED COMPANY OFFICER ONLY*****

Limitation of Warranty

Seller warrants that all materials, equipment, supplies, parts and other products ("Products") shipped under this Agreement are in good working order and free from material defects. Seller shall repair or replace defective Products during such twelve (12) month period without additional charge to Buyer. Unless otherwise expressly provided herein. Seller shall have no obligation to provide any technical support or other services with respect to any Products. This warranty shall extend to the original purchaser only, irrespective of any other person being listed as party to receive shipment of any Products hereunder. Any and all other warranty questions shall be addressed directly to the Product manufacturer.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICES OR PRODUCTS RENDERED HEREUNDER.

AN ITEM'S WARRANTY WILL RENDERED VOID FOR ANY OF THE FOLLOWING REASONS:

- A) Warranty has expired.
- B) Removal of the serial numbers.
- C) Mishandling or Abuse, causing physical damage.
- D) Improper or Inadequate packing, causing physical damage.

RMA:

ALL RETURNS must have a Returned Merchandise Authorization number. To obtain a RMA number, please call your salesman with the following information.

- A) INVOICE NUMBER on which the merchandise was sold to you.
- B) Items and amount to be returned.
- C) Serial numbers of items being returned.
- D) Reason for return.
- E) Replace, Repair or Refund.

(Equipment tested good in our facility is subject to a 20% restocking charge). All return items must be returned within 15 days of the issue of an RMA #. Beyond this, the merchandise will not be accepted, and we would require payment.

LIMITATIONS OF LIABILITY

SELLER'S ENTIRE LIABILITY, AND BUYER'S EXCLUSIVE REMEDY, FOR DAMAGES FROM ANY CAUSE WHATSOEVER, WHETHER CAUSED BY ANY ACT, OMISSION OR NEGLIGENCE OF SELLER, OR ANY EMPLOYEE, REPRESENTATIVE, AGENT OR CONTRACTOR OF SELLER, AND REGARDLESS OF THE FORM OF ACTION SHALL BE LIMITED TO AMOUNTS ACTUALLY PAID BY CUSTOMER FOR PRODUCTS HEREUNDER. IN NO EVENT WILL SELLER BE LIABLE FOR DAMAGES CAUSED BY BUYER'S ACTS, OMISSIONS OR NEGLIGENCE, OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, PERSONAL INJURY TO ANY INDIVIDUAL, PROPERTY DAMAGE, LOSS OF USE OF ANY PRODUCT OR ANY OTHER PROPERTY OF BUYER OR ANY THIRD PARTY, LOSS OF COMPUTER DATA, COST OF SUBSTITUTE PRODUCTS OR OTHER INCIDENTAL OR RELATED COSTS EVENT IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS, OR FOR ANY CLAIM AGAINST BUYER BY ANY THIRD PARTY.

Miscellaneous Provisions

Except for their proper successors and assigns, the parties hereto intend that no third party shall have any rights or claims by reason of this Agreement. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees. This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

PLEASE NOTE:

PAST DUE INVOICES WILL BE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH. BUYER AGREES TO PAY SELLER ALL COLLECTION AGENCY OR LEGALFEES INCASE OF BUYER DEFAULTING ON PAYMENT.