

SMARTdesks, Inc.

10717 Faulkner Ridge Circle
Columbia, MD 21044
TEL: 410-730-5354
FAX: 410-730-7765

Business Credit Application

INSTRUCTIONS:

1. Complete and sign form
2. Mail/Fax signed original to above address

Legal Business Name: _____

Address: _____

Business Phone: _____ Fax: _____

Corporation _____ Sole Proprietorship _____ Partnership _____

Nature of Business: _____

Date Business Started: _____

Tax Exempt: YES _____ Certificate Number: _____ NO _____

PRINCIPALS:

1) _____

(Name / Home Address / Phone # / Position / Social Security Number)

2) _____

(Name / Home Address / Phone # / Position / Social Security Number)

BUSINESS REFERENCES:

Supplier _____

Address _____

Phone _____ Fax _____

Supplier _____

Address _____

Phone _____ Fax _____

Supplier _____

Address _____

Phone _____ Fax _____

FINANCIAL:

Bank _____ Officer _____

Address _____

City _____ State _____ Zip _____

Account Number _____ Phone _____

I/We certify that all information is correct. I/We fully understand your credit terms of Net 30 days. Any unpaid balance over 30 days will accumulate a monthly finance charge of 2% (24% per annum). I/We also understand I/we will be responsible for any unpaid debts, collection fees and legal expenses.

Signed _____

Title _____ Date _____

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TERMS AND CONDITIONS OF SALE

1. These terms and conditions of sale shall control on all sales, including all direct shipment sales arranged by or thru SMARTdesks, Inc. whether or not materials are delivered by or thru SMARTdesks, Inc.
2. All orders placed for special order materials (i.e. those materials not kept in stock), are final, and require a 50% deposit at time of order, with the balance due upon arrival at SMARTdesks, Inc. Once a special order is placed and confirmed in writing by SMARTdesks, Inc. purchaser agrees to accept said materials and make payment in full. RETURNS SHALL NOT BE PERMITTED ON SPECIAL ORDER MATERIALS.
3. On all orders placed for stock, out of stock and special order materials where the delivery date is delayed due to manufacturer shipping or any other error purchaser agrees to hold SMARTdesks, Inc. harmless for any delay and agrees to make payment in full for said goods.
4. All materials delivered must be examined and inspected by the purchaser and/or his agent or representative upon receipt. For all materials examined and inspected upon receipt, any claim of shortage and/or damage must be made at time of delivery. Where purchaser and/or his agent or representative cannot examine and inspect materials upon receipt, any and all claims must be made within three (3) working days. Any claims made after the prescribed time shall not be honored.
5. Stock materials may be returned, if in good condition, with purchaser's account created subject to a 15% handling fee.
6. Purchaser acknowledges that any and all decisions as to the return of materials are made AT THE SOLE DISCRETION OF SMARTdesks, Inc. AND MAY BE CHANGED OR REVOKED AT ANY TIME WITHOUT NOTICE.
7. SMARTdesks, Inc. agrees only to replace any and all material shipped and received in defective condition.
8. Purchaser agrees that his SOLE REMEDY available for any default arising out of the sale and/or use of any and all materials purchased shall be the return of said materials purchased for a full refund. Purchaser acknowledges that no suit will be brought against, or shall include SMARTdesks, Inc. where either consequential or incidental damages are sought.
9. Any claim or controversy shall be settled either, by binding arbitration or by any court of competent jurisdiction. MARYLAND PURCHASER AGREES THAT JURISDICTION FOR ALL CLAIMS SHALL BE PLACED IN THE STATE OF MARYLAND, BALTIMORE CITY. On all disputed matters, purchaser agrees to pay SMARTdesks, Inc.'s attorneys fees, costs and disbursements.
10. On all matters referred by SMARTdesks, Inc. to their attorneys for collection, purchaser agrees to pay 20% of the total sale price or the actual amount billed whichever is greater, for the attorney's fees, plus costs and disbursements.
11. PURCHASER AGREES THAT SMARTdesks, Inc. SHALL NOT BE HELD RESPONSIBLE FOR ANY MANUFACTURER OR SHIPPING DEFECT. Purchaser further agrees to hold SMARTdesks, Inc. harmless for any injury to person or otherwise due to said defects.

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12. SMARTdesks, Inc. makes NO WARRANTIES express or implied, including without limitation, WARRANTIES AS TO MERCHANTABILITY, OR AS TO FITNESS FOR A PARTICULAR USE OR PURPOSE, and as such shall not be liable for any loss or damage directly or indirectly arising from the use of such materials. Furthermore, all MATERIALS ARE DELIVERED "AS IS" AND "WITH ALL FAULTS". Any contradictory statement made by an employee of SMARTdesks, Inc. shall have no effect or bearing, and the terms contained herein shall control.
13. TITLE FOR ALL GOODS AND/OR MATERIALS REMAINS WITH SMARTdesks, Inc. UNTIL PAID IN FULL BY THE PURCHASER. Should purchaser take action under title 11 of the United States Code, or take any other action to avoid making payment in full, purchaser agrees to promptly return any materials not paid full. Purchaser agrees to keep the materials fully insured until paid for in full.
14. The RISK OF LOSS of any goods and/or materials shall pass to the purchaser as soon as said goods and/or materials are delivered to purchaser at its place of business or any other place specifically designated by the purchaser for delivery.
15. Purchaser agrees that any account thirty (30) days past due shall be charged 2% per month (24% per annum) interest on the unpaid balance.
16. In the event the purchaser is a corporation, partnership, or any other legal entity, the individual or individuals whose signature appears hereon agree to and do personally guarantee payment for any and all materials sold to the above named entity.

Purchaser acknowledges that he has read and AGREES TO ALL OF THE ABOVE TERMS AND CONDITIONS OF SALE AND THAT WITH REGARD TO ANY DISCREPANCY BETWEEN THESE TERMS, AND THE TERMS OF SALE FOUND ON ANY OTHER COMPANY DOCUMENT, THESE TERMS SHALL CONTROL.

Signature _____ Date _____

Print _____ Title _____

Signature _____ Date _____

Print _____ Title _____