



Westcon CALA, Inc.
Attention: Credit Department
 3350 SW 148th Avenue, Suite 401, Miramar FL, 33027
 Phone #: 954-308-0570 Fax #: 754-260-6570

Requested Terms (check one)

- Prepay
- Flooring (GE, IBM, Textron)
- COD-company check _____ Amount
- Credit Card _____ Amount
- Net 30 days open account _____ Amount

CREDIT APPLICATION

General Information			
Company or Corporate Name (Exact Legal Name):		Doing Business As:	
Billing Address		City	State
Shipping Address (if more than one, attach separate list)		City	State
Telephone #:	Company Web/URL Address:	Account #:	Sales Rep. Name:
Type of Business: (check one) <input type="radio"/> C Corp <input type="radio"/> S Corp <input type="radio"/> Partnership <input type="radio"/> Proprietor		Accts Payable Contact _____ Phone # _____	
FEIN # _____ / _____ Date of Incorporation _____ State _____		Fax # _____ E-Mail _____	
Name of Controller _____ Phone # _____		Fax # _____ E-Mail _____	
Are you a <input type="radio"/> subsidiary or <input type="radio"/> division (if yes, check which)		Westcon CALA, Inc. utilizes secure email for electronic delivery of invoices. Please enter an email address (preferably a group alias) for invoice delivery:	
Parent Company Name: _____		Email _____	
Address: _____		Has company ever filed for bankruptcy? _____ (Y/N) If yes, please provide date, docket # and resolution, if any.	
City: _____ State: _____ Zip: _____		DUNs # _____	
Will the Parent Company guarantee debts? <input type="radio"/> Yes <input type="radio"/> No			
Officers/Principals/Proprietor Information			
(check one) <input type="radio"/> Principal <input type="radio"/> Partner <input type="radio"/> Proprietor			
Name: _____		Social Security # _____	
Home address: _____		Home phone: _____	
City: _____		State: _____ Zip: _____	
Attachments			
Bank Reference: One (1) reference including Bank name, Officer name, Address, Phone #, Fax #, Account # (s), Type of Account(s), and Date Opened.			
Credit References: Four (4) references from major suppliers. Please provide Supplier Name, Contact name, Phone #, Address, and Account #.			
Financial Statements for the past two years.			
Resale Certificate: Current, signed resale certificate for all states to which you will be shipping or universal all state certificate.			
Personal Statement of assets and liabilities for person(s) signing as guarantor.			
Please indicate your company's primary line of business:			
_____ System Integrator _____ Service Provider _____ VAR _____ Direct Marketer			
Financial Authorization to Release Confidential Information			
To Financial Institution:		From Customer:	
_____		_____	
_____		_____	
_____		_____	
ATTENTION: BOOKKEEPING DEPARTMENT/LOAN DEPARTMENT			
Please accept this as authorization to release the following information to Westcon CALA, Inc. for purpose of extending credit.			
Checking Account # _____ Savings Account # _____ Loan(s) # _____			
Authorized Signature _____		Date _____	

Westcon CALA, Inc.

Terms and Conditions of Sale

These terms and conditions of sale ("Terms and Conditions") apply to all sales of product and services ("Product") by Westcon CALA, Inc. ("Company") to you ("Customer").

1. **Acceptance.** Customer's acceptance of these Terms and Conditions shall be indicated by signing this Credit Application where indicated or submission of a request to purchase Product by any means ("Order"), including the Company's electronic ordering system ("E-System"). The Company's acceptance of Customer's Order is conditioned upon Customer's acceptance of these Terms and Conditions. In the event that Customer's Order is deemed to be an offer, the Company's acknowledgment or performance of the Order is conditioned upon Customer's acceptance of these Terms and Conditions and the Customer's acceptance of delivery without objection to these Terms and Conditions constitutes acceptance of these Terms and Conditions.

2. **Order and Shipment.** Customer will order Product by sending the Company a complete Order, in a form acceptable to the Company. The Company may reject the Order for any reason. The Company will not be bound by any terms or conditions set forth in any Order. Customer agrees not to contest the validity or enforceability of any Order. Customer is solely responsible for the use of its assigned E-System user ID password or other permitted method of access to the E-System.

Delivery will be made in accordance with the Company's shipping policy in effect on the date of shipment. All shipments of Product hereunder will be Ex-Works point of shipment. Insurance coverage, transportation costs and all other expenses applicable to shipment from the Company to Customer's identified place of delivery will be at Customer's sole expense. Company will pay all insurance costs applicable to shipment on behalf of Customer, unless waived in writing by Customer. Customer must notify the Company, by calling the Company's Customer Service Department within seven (7) days after delivery, of any claimed shortages or rejections and the Company must receive a written notice within fifteen (15) days after delivery ("Shipment Claim"). Failure to give such notice of a Shipment Claim will be deemed an acceptance in full of any such delivery. Approval of and remedy for any Shipment Claim is in the Company's sole discretion. In the event that the Company does not approve the shipment Claim, Customer will pay the total invoice.

3. **Price and Payment.** Prices for the Product will be as set forth in the Company's then applicable price list or per agreed pricing arrangement exclusive of applicable taxes, duties, licenses, excises, tariffs, fees and shipping costs, which shall be the obligations of the Customer. Payment is due thirty (30) days from date of the Company's invoice, unless credit is approved with different terms for specific transactions, which will then be made explicit at each Westcon quotation to customer. Payment of the Company's invoices shall be made in the currency of the United States. Customer will pay a late fee of one and one half percent (1.5%) per month on any outstanding balance owed, or the maximum amount permitted under applicable law. The Company reserves the right to withhold shipment of any part of an Order or to require pre-payment of any Order in the event that the Company determines in its sole judgment that the Customer is unable to make timely payment.

4. **Purchase Money Security Interest.** Customer grants the Company and the Company retains a purchase money security interest in the Product. Customer agrees to cooperate with the Company to perfect the Company's security interest. Customer authorizes Company to file any such instrument, including without limitation, any UCC Financing Statements without Customer's signature or on behalf of Customer as Customer's irrevocably appointed attorney-in-fact.

5. **Returns and Warranty Assistance Service.** Customer may return Product purchased from the Company ("Returned Product") and receive a credit up to the amount invoiced for the Returned Product, subject to the following: (a) the Returned Product is received by the Company within thirty (30) days of the invoice date; (b) the Company's cost for the Returned Product on the date of shipment is not less than the Company's cost to purchase the same Product as the Returned Product on the date of the return; (c) the Returned Product is new and unused; (d) the Returned Product is in its original package, which has not been damaged or altered; (e) the Company determines, in its sole judgment, that Customer is not in default of the Terms and Conditions or any other agreement between the parties, and (f) the Company issues a return material authorization ("RMA"), including applicable fees, for the Returned Product.

Product purchased from the Company determined to be defective during the applicable manufacturer warranty period ("Defective Product") may be returned to the Company for assistance in processing a manufacturer's warranty, provided that the Defective Product is covered by a manufacturer's warranty, the Company determines, in its sole judgment, that Customer is not in default of the Terms and Conditions or any other agreement between the parties and the Company issues an RMA for the Defective Product.

All Returned Product and Defective Product must be shipped by Customer FOB destination and received by the Company within fifteen (15) days of the date of issuance of the RMA. Notwithstanding the foregoing, the Company makes no warranty or representations regarding the Product.

7. **Credit Memos and Refunds.** Credit memos may be available to Customer pursuant to the Company's then applicable policies and programs which may include, without limitation, Product returns, co-op advertising, rebates and allowances ("Credit Memos"). The Customer or the Company may apply any Credit Memos to any amount Customer owes to the Company. Refunds will be issued, upon request of Customer, only in the event of an overpayment and provided that Customer's account with the Company is current.

8. **Confidential and Proprietary Information.** Each party acknowledges that all non-public information, disclosed as a result of performance of these Terms and Conditions, including without limitation, customer lists, pricing information or other customer-specific or marketing information, whether in tangible or intangible form and however conveyed shall be deemed "Confidential and Proprietary Information". Each party agrees not to disclose or use such information except, (i) in connection with these Terms and Conditions, or (ii) as required by law to do so. Each party agrees to promptly notify the other party of any subpoena or court order compelling disclosure.

9. **DISCLAIMER AND LIMITATION OF LIABILITY.** THE COMPANY MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCT. THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY LOSS, DAMAGE OR COST FOR BREACH OF WARRANTY.

THE COMPANY WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY LOSS OF REVENUE, PROFIT, USE OF DATA, UNAUTHORIZED USE OF THE E-SYSTEM, INTERRUPTION OF BUSINESS OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN ADVISED OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY'S LIABILITY TO CUSTOMER EXCEED THE LESSER OF (1) THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM, OR (2) \$25,000 THIS DISCLAIMER AND LIMITATION OF LIABILITY PROVISION WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE.

10. **Export Restrictions.** Customer will obtain all licenses, permits and approvals required by any government and will comply with all applicable laws, rules, policies and procedures. Customer will indemnify, defend and hold harmless the Company for any violation or alleged violation by Customer of such laws, rules, policies or procedures.

11. **General.** These Terms and Conditions will be construed in accordance with the laws of New York other than conflicts of law. CUSTOMER CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE AND FEDERAL COURTS IN FAIRFAX COUNTY, VIRGINIA REGARDING ANY DISPUTES ARISING OUT OF THESE TERMS AND CONDITIONS. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions. The failure of either party to insist upon strict performance of any of the provisions of the Terms and Conditions will not be deemed a waiver of any breach or default. Each of the parties represents that it has the authority to enter into and sign these Terms and Conditions. Any notice given to either party will be in writing and effective by transmission via facsimile and regular mail to the addresses indicated in the Credit Application or as advised in writing by the party. The Company will be entitled to receive all costs, including attorney's fees and costs, incurred as a result of enforcement of any provision hereof or collection of any sum due from Customer. If any provision of these Terms and Conditions are unenforceable as a matter of law, all other provisions will remain in effect. The Company may assign these Terms and Conditions. Customer may not assign these Terms and Conditions without the prior written approval of the Company. The Company will not be liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics and similar occurrences. These Terms and Conditions constitute the entire agreement between the parties as to the Sale of Product and supersede all prior or current

written or oral statements, representations, negotiations, agreements and understandings regarding the Sale of Product. The Terms and Conditions may be amended or modified only in writing, signed by both parties. Customer warrants and represents that the information provided as part of this Credit Application is true and correct and acknowledges that the Company will rely on this information in determining financing terms for Customer, if any. Customer acknowledges acceptance of these Terms & Conditions of Sale.

Customer:
 Signature: _____
 (Authorized Individual)
 Name: _____
 Title: _____
 Date: _____

Freight & Insurance

All shipments are EX-Works origin. Please acknowledge your understanding of this policy in the designated area. You may elect to insure the product or you can contact your own insurance company to obtain an umbrella policy to cover you in the event product is damaged in shipment. Failure to clearly mark a selection will result in the shipments being insured with the cost of the insurance the responsibility of the customer:

- I understand that we will bear the responsibility and costs associated with all damages and losses and elect to waive the insurance.
- I wish to insure this product and understand that I will be responsible for the associated costs of the insurance coverage.

Authorized Signature & Title: _____ Date: _____

GUARANTY OF PAYMENT

In order to induce Company to enter into the attached credit application and Terms and Conditions of Sale with the customer identified therein ("Customer"), the undersigned (individually and collectively referred to as "Guarantor"), jointly and severally, guarantees to Company, its subsidiaries and affiliates ("Company") the prompt and unconditional performance and payment by Customer of any and all debts, obligations, liabilities and contracts for which the Customer is obligated, previously, now or hereafter, to Company. Guarantor's liability to Company is direct, unconditional and continuing and shall not be affected in any way by, and Guarantor consents to, extensions or modifications granted by Company to Customer and the release or compromise of any obligations of Customer or any other obligors or guarantors. This Guaranty is irrevocable and may not be terminated by Guarantor. Company may proceed against Guarantor without first proceeding against Customer or any other obligor or guarantor. Guarantor waives presentment, demand and protests, notices of non-performance, contribution, amount of indebtedness and all other demands and notices required by law. Guarantor waives all right to assert all defenses, set-offs, cross claims and counterclaims. This Guaranty may not be assigned by Guarantor without Company's prior written consent. This Guaranty shall survive death, dissolution and insolvency and be binding upon Guarantor's successors and assigns. Any delay or failure of Company in exercising its rights under this Guaranty will not constitute a waiver. This Guaranty contains the entire agreement regarding the subject matter herein and may be amended only in writing signed by all parties. This Guaranty will be governed by and construed in accordance with the laws of the State of New York, other than conflicts of law. The GUARANTOR CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE AND FEDERAL COURT IN WESTCHESTER COUNTY, NEW YORK REGARDING ANY DISPUTES ARISING OUT OF THIS GUARANTY.

GUARANTOR: Signature _____	GUARANTOR: Signature _____	CO-GUARANTOR: Signature _____
Name: _____	Name: _____	Name: _____
Address: _____	Address: _____	Address: _____
Zip Code: _____	Zip Code: _____	Zip Code: _____
SSN: _____	SSN: _____	SSN: _____
Driver's License #: _____	Driver's License #: _____	Driver's License #: _____

On this ___day of _____, 20___, the above individual(s) personally appeared before me and who, being duly sworn each stated that the foregoing Guaranty was executed in each of their respective capacities as set forth above.

 Notary Public

My commission expires: _____