

## Credit Application

For the purpose of obtaining merchandise from STO Global Inc., the following statements in writing are made by the applicant affixing his, her or its signature hereto (the "Applicant"). The Applicant acknowledges that STO Global Inc. will rely on the accuracy of all statements made herein by Applicant. This confidential credit application and sales agreement, including the terms and conditions hereto, is between the Applicant and STO Global Inc. (the "Agreement"). Applicant authorizes STO Global Inc. to contact any of Applicant's references given herein and to inquire about Applicant's credit history. Applicant acknowledges that he, she or its representative has read and understands the terms and conditions hereof and agrees to be bound by them, that this Agreement with attachments is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and that this Agreement supersedes all proposals, oral and written. Applicant further agrees to notify STO Global Inc. in writing within five (5) days of any change

## General Information

Legal Name of Firm: \_\_\_\_\_ DBA: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Name of Parent Company, if applicable: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Shipping Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Industry \_\_\_\_\_

Time at Present Location \_\_\_\_\_

Company Type (Circle One)      Sole Proprietorship      Corporation      LLC      Partnership      Other

Federal Tax I.D. \_\_\_\_\_ SSN: \_\_\_\_\_

State Resellers Permit #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ D&B#: \_\_\_\_\_

## Trade References

Vendor Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Vendor A/P Contact \_\_\_\_\_ Vender Acct # \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Vendor A/P Contact \_\_\_\_\_ Vender Acct # \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Vendor A/P Contact \_\_\_\_\_ Vender Acct # \_\_\_\_\_

Authorized Signature

Date

\*By your signature you authorize and give permission to STO Global Inc to investigate your credit history and give permission to all references to release information to STO Global Inc..

## Guaranty

APPROVED FORM OF PAYMENT CUST ACCT

Wire Transfer                      Credit Card                      CUST ACCOUNT

COD Company Check              Reviewed by:                      SALES REP

COD Cashier Check

Line of Credit                      Net                      Days

\*By your signature you authorize and give permission to STO Global Inc to investigate your credit history and give permission to all references to release information to STO Global Inc..

The undersigned \_\_\_\_\_ ("Guarantor") of \_\_\_\_\_, having a financial interest in

(Name of Individual) (Company Name)

Applicant, and benefiting from the transactions contemplated by this Agreement, hereby absolutely, unconditionally and irrevocably personally guarantees the full and prompt payment (and not collections) by Applicant to STO Global Inc. of all amounts which are or may become due and owing,

from time to time, from Applicant to STO Global Inc. Guarantor expressly waives notice from STO Global Inc. of its acceptance and reliance on this personal guaranty, notice of sale made to Applicant and notice of default to Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening from time to time of any event. No setoff, counterclaim or reduction of any obligation, or any defense of any kind or nature which the Guarantor has or may have against Applicant or STO Global Inc. shall be available hereunder to the Guarantor against STO Global Inc. in the event of a default by Applicant of its obligations to STO Global Inc. STO Global Inc. may proceed directly to enforce its rights hereunder and in connection therewith shall have the right to proceed first against Guarantor without proceeding against Applicant or exhausting any other remedies it may have. Guarantor agrees to pay all costs, expenses and fees, including reasonable attorney's fee (including collection of any judgment), which may be incurred by STO Global Inc. in enforcing this personal guaranty or protecting its rights following any default on the part of Applicant. Guarantor agrees that an interest charge of one and a half percent (1.5%) per month or the highest permitted by law, whichever is less, shall be assessed on any amount due and owing to STO Global Inc. or by Guarantor under this personal guaranty until collected. This personal guaranty shall be binding upon Guarantor, the Guarantor's heirs, successors, assignees, representatives and survivors and shall inure the benefit of STO Global Inc., its successors and assigns. This personal guaranty shall be governed by and interpreted in accordance with the laws of the State of North Carolina (without regard to the conflicts of law rules of North Carolina). If more than one, the obligations of the undersigned shall be joint and several. This is a continuing guaranty, and may not be terminated while any amounts are due and owing to STO Global Inc. or any orders is pending.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please Fax Completed Forms to STO Global Inc at 1-800-990-7864

## Terms & Conditions

- 1. ACKNOWLEDGEMENT AND CERTIFICATION.** Applicant hereby agrees that, unless otherwise agreed to by the parties, these terms and conditions shall apply to each invoice relating to the goods sold by STO Global Inc. to Applicant under this Agreement. Applicant hereby certifies that the information furnished in this Agreement and in any financial statements furnished in connection herewith, is true and correct and that the information is being furnished to STO Global Inc. for the purpose of inducing STO Global Inc. to extend credit to Applicant and Applicant understands that STO Global Inc. is relying upon the accuracy of such information.
- 2. CREDIT LINE.** Upon STO Global Inc's approval of Applicant, STO Global Inc., in its sole discretion, will assign Applicant a credit line and STO Global Inc will have the right to increase, decrease or terminate Applicant's credit privileges under this Agreement at any time without prior notice to Applicant except as otherwise required by law.
- 3. PAYMENT AND INTEREST.** Payment of the purchase price for the goods and/or services acquired from STO Global Inc. by Applicant (the "Goods") shall be made pursuant to the terms set forth in each invoice relating to the Goods and Applicant agrees to pay all charges according to the payment terms established in said invoices. The entire outstanding balance due on all invoices shall become immediately due and payable to STO Global Inc. upon default by Applicant in the payment of any invoice. Applicant agrees to pay interest in the amount of one and a half percent (1.5% ) per month or the highest rate permitted by law, whichever is less, on each past due payment, pursuant to the terms set forth on the respective invoice until collected.
- 4. DISCREPANCY NOTIFICATION.** Applicant must notify STO Global Inc. , in writing, within seventy -two (72) hours of receipt of a shipment of (a) any shortage or discrepancies existing between the Goods charged to Applicant on the invoice relating to such shipment and the Goods actually received by Applicant in such shipment; (b) any damages to the Goods received by Applicant in such shipment; and/or (c) any objections to the payment or other terms set forth in the invoice relating to such shipment. If written notice of such shortage or discrepancy, damage or other objection is not received by STO Global Inc. within the time period specified above, the Applicant shall be deemed to have accepted the Goods and the Goods shall be deemed to comply with all the terms, conditions and specifications of the invoice relating to such Goods and Applicant shall be responsible for the entire amount charged on the invoice relating to such shipment.
- 5. RETURN/REFUSAL OF GOODS.** When purchasing from STO Global Inc., the Good(s) are warranted from defects in material and workmanship as specified on our Sales Invoice. Should these items fail under normal use during time period, STO Global Inc., will at its option repair, or replace the defective item with a like or similar product. If the unit can not be repaired and a replacement unit is not readily available, STO Global Inc, at its sole discretion may refund the purchase at the current market price or credit the Applicants account. Refunds or credits are not offered when the units may be repaired or negligence of modification of any part of the product , including cosmetic parts and changing software. In the event an order is refused by an Applicant, the Applicant must pay all transportation charges relating to the refused Goods. A ny refused Goods are subject to a minimum twenty percent (20%) re-stocking charge. In the event STO Global Inc. agrees to return Goods, all returned Goods must be returned in the original container with packaging and Applicant must provide proof of purchas e. All transportation charges and a 15% restocking fee are charged to the account.
- 6. CHARGE OFFS.** The amount of any returned product may not be deducted from the amount of this invoice for any reason. Offsetting an invoice with a return is not allowed unless with written permission from STO Global Inc. Offsetting an invoice with an RMA claim is strictly prohibited and will not be accepted. All invoices must be paid in full. Any credits owed to Applicant will be disbursed in a separate transaction.
- 7. MANUFACTURER'S WARRANTY.** When a warranty is available from the Manufacturer, this warranty supersedes STO Global Inc.'s warranty and all claims should be made to the manufacturer first.
- 8. Warranty.** In the event STO Global Inc offers a warranty on Goods and there is a claim, Applicant will follow all policies and procedures set forth by STO Global Inc. These policies and procedures can be found on STO Global Inc Web Site, [www.stoglobal.com](http://www.stoglobal.com) under Forms.
- 9. LIMITATION OF DAMAGES.** IN NO EVENT SHALL STO Global Inc. OR ANY STO Global Inc AGENT BE LIABLE TO APPLICANT OR ANYONE ELSE FOR ANY AMOUNT IN EXCESS OF THE MONIES PAID BY APPLICANT TO STO Global Inc FOR THE PARTICULAR GOODS CAUSING SUCH LIABILITY. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL STO Global Inc OR ITS AGENTS BE LIABLE TO APPLICANT OR

APPLICANT'S CUSTOMERS FOR ANY SPECIAL DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUPER FAIR CELLULAR HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES.

10. CREDIT APPROVAL AND PURCHASE ORDERS. All orders for Goods under this Agreement are subject to STO Global Inc.'s approval of Applicant's credit. A purchase order is required for all first time sales of Goods under this Agreement and thereafter for any order that is \$5,000 or greater.

11. STO Global Inc.'s TERMS CONTROL. These terms and conditions shall control and prevail over any contrary terms in any of the Applicant's purchase orders relating to the Goods purchased under this Agreement. Unless otherwise agreed to by the parties, the shipment terms for all Goods purchased by Applicant under this Agreement shall be F.O.B. STO Global Inc.'s loading dock in Charlotte, North Carolina.

12. RISK OF LOSS AND TITLE. Unless otherwise agreed to by the parties, the risk of loss of and the title to the Goods purchased by Applicant under this Agreement shall pass from STO Global Inc to Applicant upon delivery of such Goods to Applicant's carrier, F.O.B. STO Global's loading dock in Charlotte, North Carolina. Upon receipt of shipment, it shall be the responsibility of Applicant or the Applicant's consignee receiving the shipment to check the Goods and secure written acknowledgment from the carrier of any shortages, loss or damage with respect to the Goods. Notification of such shortage, loss or damage with respect to the Goods must be made in writing to STO Global Inc within five (5) days of receipt of the particular shipment.

13. PURCHASE PRICE AND TRANSPORTATION CHARGES. The Applicant shall purchase the Goods under this Agreement in accordance with the prices that are prevailing at the time of shipment (determined in the sole discretion of STO Global Inc.). Unless otherwise agreed to by the parties, STO Global Inc. shall not be responsible for spotting, switching, demurrage or other transportation charges. Price protection is not offered by STO Global Inc..

14. GENERAL. The parties to the Agreement hereby agree that (a) the failure of STO Global Inc. to insist, in any one or more instances, upon performance hereunder or to exercise any right hereunder is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right; (b) no modification of this Agreement shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties; (c) if any provision of this Agreement is determined to be unenforceable by any court, such unenforceability shall not affect the remainder of this Agreement; (d) this Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns; and (e) the rights and remedies granted in this Agreement are non-exclusive to those otherwise available under principles of equity.

15. FORCE MAJEURE. If either party shall be delayed in its performance of any obligation under this Agreement or be prevented entirely from performing any such obligation due to causes or events beyond its control, including, without limitation, any act of God, fire, present or future law, government order, rule or regulation, such delay or non-performance shall be excused and the time for performance shall be extended to include the period of such delay or non-performance.

16. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, County of Mecklenburg (without regard to the conflicts of law rules of North Carolina).

17. STO Global Inc. ENFORCEMENT EXPENSES. Applicant shall pay to STO Global all costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees, incurred by STO Global Inc in exercising any of its rights or remedies under this Agreement or enforcing any of the terms, conditions and/or provisions of this Agreement or collecting any sums due and owing under this Agreement.

APPLICANT: By Authorized Agent/Officer:

\_\_\_\_\_  
(Full Firm Name) (Signature)

\_\_\_\_\_  
(Date) (Print Name)

Please Fax Completed Forms to STO Global Inc. at 800-990-7864