

CREDIT APPLICATION (REQUIRED FOR ALL CREDIT REQUESTS)

CONFIDENTIAL ACCOUNT AGREEMENT

Fax (650) 588-6070

For the purpose of obtaining merchandise/equipment from Communication Matrix, inc. the following statements in writing are made knowing that Communication Matrix, Inc. is relying upon same should credit be extended. It is further understood that the information as supplied is confidential and shall be regarded as continuous until another is substituted for it and the firm listed below agrees to inform Communication Matrix, inc. of any material changes in their financial status.



Firm Name: _____ Date: _____

Phone Number: _____ Fax Number: _____

Billing Address: _____

Shipping Address: _____

Division/Subsidiary of: _____ Address: _____

Please check one: Individual Partner. Corp. Fed. Tax # or SS # _____

Dunn's or D&B #: _____

If authorization to place an order is limited, please list limitations as to persons and/or dollar amounts (P.O. Required) _____

Manager's/Controller's Name: _____ Desired Line of Credit: _____

Type of Business: _____ Date Started: _____ Annual Sales: _____

Bank Information

Contact: _____ Contact Title: _____ Phone Number: _____

Name of Bank: _____ Address: _____

Account Number: _____ Bank Line of Credit: _____

Nortel Networks Authorization Information (Circle One)

Authorized Nortel Networks Reseller: (Yes) (No) If Yes: Print Nortel Networks Account Number: _____

Authorized Nortel Premium Partner: (Yes) (No) If Yes: Print Nortel Networks Account Number: _____

Trade References LIST OPEN ACCOUNTS ONLY. OK TO ATTACH SEPARATE REFERENCE SHEET.

1. Name: _____ Phone: _____ Fax: _____

Address: _____

2. Name: _____ Phone: _____ Fax: _____

Address: _____

3. Name: _____ Phone: _____ Fax: _____

Address: _____

By affixing their signatures below, the undersigned (or if a corporation, the corporate authorized officer/agent) agrees that:

1. The foregoing information is accurate.
2. To pay when due all invoices from Communication Matrix, inc.
3. To pay interest at the rate of 1.5% per month on past due invoices (18% APR) or the maximum rate of interest allowed by law, whichever is less.
4. In the event any action is initiated to collect sums due on this account, the prevailing party shall be entitled to their reasonable costs and expenses incurred, including attorney fees.

COMPLETED CREDIT APPLICATION REQUIRES SIGNATURE BELOW

Signature _____ Print Name _____ Title _____

ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

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 replace defective new products during such ninety-(90) day period without additional charge to Buyer. All products exceeding this ninety day period, and still under the one year warranty period shall be repaired or replaced by second to none products. Unless otherwise expressly provided herein. 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 15% restocking charge). All return items must be returned within 10 days of the issue of an RMA #. Beyond this, the merchandise will not be accepted, and we would require payment in full.

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 ARE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH. PLEASE NOTIFY YOUR SALES PERSON FOR ANY CLAIM ADJUSTMENT AT 650-588-6666.