



**Confidential**  
**Customer #:**

Please Return to: ComteqUSA  
Attn: Credit Department  
2960 Scott Blvd.  
Santa, Clara, CA 95054

## Open Account Credit Application

### Organization Information:

Exact Name of Organization:			
Organization Address:			
City/State/Zip:			
Telephone #:		Fax #:	
Principal Owner(s)/President:			
Controller/Financial Officer:			
Date Organization Started:		Number of Employees:	
Type of Ownership:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
Is the company publicly traded? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please supply ticker symbol:			
Federal Identification or Social Security Number:			
*Sales Tax Exempt Number:			

### Bank References:

Name of Bank:	
Address:	
City/State/Zip:	
Telephone #:	
Officer Contact:	
Account Number:	

### Trade References:

	Business Name	Address	Contact	Phone #
1				
2				
3				
4				

Are you presently 60 or more days past due with any Supplier?  Yes  No

If yes, please explain: \_\_\_\_\_

Will you be using a Leasing Company to finance your purchases?  Yes  No



Credit Line Requirements: \_\_\_\_\_

Are you willing to accept the first order COD?  Yes  No

\*We are required to collect state sales tax for customers unless we are provided with an exemption number. We must have a copy of your exemption certificate for our file. Please submit a copy of your most recent financial statements.

All of the information provided in this application is accurate and complete. You authorize us to verify the accuracy of all information contained in this application. Terms of payment are net 20 days from date of invoice. All accounts are subject to a finance charge of 2% per month on the entire outstanding balance. ComteqUSA will waive this finance charge in each month that there is no unpaid invoice that is outstanding more than 30 days from the date of invoice. If the account is placed in default, the undersigned agrees to pay all costs thereof, including but not limited to Attorney's fees and court costs.

The relationship and transactions between Customer and ComteqUSA shall be governed by the internal laws and decisions of the State of California. This application is being delivered in California and shall not be effective until accepted by ComteqUSA in California. Customer consents to jurisdiction of any local, state or federal court located within California. Venue shall be in California, and Customer hereby waives local venue and any objection relating to California being an improper venue. At ComteqUSA's sole election and determination, ComteqUSA may select an alternative forum, including arbitration, to adjudicate any dispute relating to the parties. To the maximum extent permitted by law, Customer hereby waives any right to jury of any claim, lawsuit or other proceeding arising with respect to its relationship or transactions with ComteqUSA.

#### Return Merchandise Policy

Due to the changes and enforcement of return policies by manufacturers and suppliers, we find it necessary to re-emphasize our return policy. If you have any questions about this policy, please call your ComteqUSA Sales Representative.

#### Policy Statement

ComteqUSA will accept return of sold product, with an approved ComteqUSA Return Merchandise Authorization (RMA) requested within 10 days of the invoiced sale. The issuance of an RMA number is subject to the manufacturer's return policies, as well as any specific terms of the sale mutually agreed upon by both the customer and ComteqUSA prior to the sale. The product must be returned with the ComteqUSA RMA number marked on the shipping label and in the condition represented by the customer within 10 days of ComteqUSA RMA issuance. All returned merchandise is subject to a restocking fee of at least 15% unless otherwise specified.

#### Manufacturer Limits

Some manufacturers require that all defective and DOA products be returned directly to them, or they may limit the time frame in which you can return products. For specific information, or for information regarding defective systems or recent changes to manufacturer terms and conditions, please contact your ComteqUSA Sales Representative.

#### Damaged Product

If merchandise arrives damaged, it is best to REFUSE the product back to the carrier attempting delivery. If you accept product with visible damage, the damage must be noted on the carrier's delivery record in order to file a damage claim. Save the merchandise and the ORIGINAL BOX and ALL PACKING it arrived in. ComteqUSA must be notified within 2 business days of receipt of defective product in order for ComteqUSA to arrange for a carrier inspection and a pickup of damaged merchandise. If ComteqUSA is not notified within 2 business days, our standard return policy will override any claim of damage, and will fall under current manufacturer restrictions. Any concealed damage must be reported within 5 days.

#### Non-Cancelable/Non-Returnable Product

All orders that require configuration or assembly of product to meet a customer's specifications as well as any special order items are non-cancelable and non-returnable. The customer is responsible for the full amount of the order once a purchase order has been sent to ComteqUSA Corporate Computer Sales & Solutions.

#### Dead on Arrival (DOA)/Defective Returns

All DOA products are subject to the manufacturer's return or exchange policy.

Products that are inoperable at first use are eligible for a DOA return up to 10 days from the date of the invoice depending upon the manufacturer's policy. Certain manufacturers may require that all DOA and defective products be returned directly to them, or they may limit the return time frame after purchase. Mass storage and memory products are limited to a 10-day DOA and defective return period.



All computer systems returned as DOA or defective will be tested; other products returned as DOA or defective may be tested. Products found not to be DOA or defective will be subject to return to the customer at the customer's expense and an additional engineering fee assessed by ComteqUSA may be applied to the customers account balance.

Shipping Requirements

BEFORE returning any product to ComteqUSA, please contact your ComteqUSA Sales Representative to request a Return Authorization (RMA) number. Returns without a valid ComteqUSA RMA will not be accepted.

Please take care in shipping product back to ComteqUSA. Returned cartons that do not meet the following conditions may be returned to you:

- 1). Product must be unused. (For DOA or defective product, please refer to the relevant sections above.)
- 2). Product must be complete and in manufacturer's original packaging, with no visible damage (e.g. rips, tears, compressions, holes or dents).
- 3). All seals and packaging tape of manufacturer's packaging must be unbroken.
- 4). There must be no markings or writing on manufacturer's packaging.
  
- 5). There must be no stickers, other than the shipping label, on manufacturer's packaging.
- 6). If a carton is shrink-wrapped, a shipping label must be on the shrink-wrap **and** the top of the carton.
- 7). The RMA# must appear **on the shipping label only**, not on or inside the carton. Any carton received without a valid RMA# on the shipping label may be returned to you.
- 8). To ensure proper identification of your RMA#, please place the RMA# in the following format on your shipping label: **RMA# Q####**. Missing or transposed digits render an RMA# invalid.
- 9). Include only one RMA per carton.
- 10). The RMA must reach our warehouse within **10 calendar days** of the RMA date, or the carton may be returned to you.
- 11). Merchandise must be secured with proper packaging to prevent any damage in transit.
- 12). In order to ensure proper credit, all product must be returned to ComteqUSA's Santa Clara, CA warehouse:

ComteqUSA  
Attn: RMA# Q####  
2960 Scott Blvd.  
Santa Clara, CA 95054

If all criteria are met, ComteqUSA will issue a credit memo to your account. If you have any questions regarding the above information, contact your ComteqUSA Sales Representative. ComteqUSA strongly recommends you fully insure your return shipment in case it is lost or damaged. Whenever possible, please utilize UPS to return product to ComteqUSA. The customer assumes the responsibility of returning product to ComteqUSA.

<b>Organization Name:</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Print Name / Title:</b>	
<b>Accounts Payable Contact:</b>	

By filling out and signing the below, I the undersigned, for the sake and in consideration of your extending credit at my request to the above named organization, due hereby personally guarantee the payment to ComteqUSA in the State of California of any obligation of the above



named organization to ComteqUSA and I hereby agree to bind myself to pay ComteqUSA on demand any sum which may become due to ComteqUSA by the above named organization whenever the above named organization shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the above named organization. I do hereby waive notice of default, non-payment, and notice hereof and consent to any modifications of renewal of the credit agreement hereby guaranteed.

<b>Guarantor Name:</b>	
<b>Guarantor Signature:</b>	<b>Date:</b>
<b>Address:</b>	
<b>Home Phone:</b>	