

Terms Requested:       **Net 20**                       **Wire Transfer/Pre-Pay**                       **Credit Card**

Legal Name of Company \_\_\_\_\_

Trade Name (dba): \_\_\_\_\_

EIN: \_\_\_\_\_

Billing/Mailing Address: \_\_\_\_\_

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

Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_ Website URL: \_\_\_\_\_

Time at Address: \_\_\_\_\_  Rent  Own

Dun & Bradstreet #: \_\_\_\_\_ Years In Business: \_\_\_\_\_ Tax Exempt #: \_\_\_\_\_

Type of Business:  Corporation  Proprietorship  Partnership  Non-Profit  LLC

Nature of Business: \_\_\_\_\_ Business Operated from:  Comm. Bldg.  Home

Person To Contact for Payment: \_\_\_\_\_ Email: \_\_\_\_\_

Person To Contact for Shipping Notification: \_\_\_\_\_ Email: \_\_\_\_\_

Annual Sales Volume: \$ \_\_\_\_\_ Estimated Monthly Purchases: \$ \_\_\_\_\_

**CREDIT CARD AUTHORIZATION: (must be filled out in full for credit card processing)**

Credit Card #: \_\_\_\_\_ Exp. Date \_\_\_\_/\_\_\_\_/\_\_\_\_  Visa  Master Card

Credit Card Billing Address: \_\_\_\_\_ Vcode: \_\_\_\_\_

\* Prices advertised are for approved credit customers with terms. Credit Card and other payment methods will incur additional charges.

I am the authorized signer on the above card and hereby give Diversified Computer Supplies permission to bill the credit card when verbally requested:

Name on Card: \_\_\_\_\_ Signed: \_\_\_\_\_

Principals:

Name and Title: \_\_\_\_\_ Social Security No. \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

**BANK INFORMATION:**

Bank Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Account#: \_\_\_\_\_ Phone#: \_\_\_\_\_ 2<sup>nd</sup> Account or Loan: \_\_\_\_\_

**TRADE INFORMATION:**

1. Company: \_\_\_\_\_ Account #: \_\_\_\_\_ Credit Limit:\$ \_\_\_\_\_  
 Address: \_\_\_\_\_ Contact: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Company: \_\_\_\_\_ Account #: \_\_\_\_\_ Credit Limit:\$ \_\_\_\_\_  
 Address: \_\_\_\_\_ Contact: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Company: \_\_\_\_\_ Account#: \_\_\_\_\_ Credit Limit:\$ \_\_\_\_\_  
 Address: \_\_\_\_\_ Contact: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

This credit application and agreement is submitted by the undersigned (hereafter Customer) to Diversified Computer Supplies (hereafter DCS), to obtain trade credit. Customer agrees to make payment in full to DCS for all amounts due according to DCS's invoice(s). Customer also agrees to pay DCS as interest, an amount equal to 1.5% per month, or the maximum provided by law (whichever is less) for invoice amounts that are past due. Should customer default in any such payment(s), DCS shall have the right, without notice to Customer, to declare all invoice amounts immediately due and payable. In the event DCS should commence any action or actions, or otherwise seek to enforce this agreement against Customer or any Guarantor, Customer agrees to pay reasonable attorney(s) fees, court and other expenses incurred by DCS, whether or not suit is filed. Guarantor and customer acknowledge that all payments due hereunder are required to be made to DCS at DCS's above stated address in Washtenaw County, Michigan, and guarantor and customer further acknowledge that an appropriate forum for litigation with respect to the enforcement of this Credit Application & Agreement shall be in courts of competent jurisdiction in Washtenaw County, Michigan. All parties agree that such courts are reasonably convenient forums in which to adjudicate disputes relative to this Credit Application & Agreement. This agreement is not transferable or assignable without prior written consent of DCS. This agreement shall become effective upon acceptance by DCS. Customer agrees that all sales shall be governed by DCS's Standard Terms and Conditions of Sale, as stated on the invoice and shown in DCS's catalog, unless DCS and Customer have executed a separate agreement which specifically supersedes and replaces those terms and conditions.

In signing this document customer gives consent to continue receiving promotional faxes from DCS. In the event that customer does not want to receive promotional faxes from DCS please indicate that on this document before sending back to DCS.

Customer acknowledges receipt of and accepts all policies stated in DCS Terms and Conditions of Sale document. Customer and Customer's authorized representative signing this agreement hereby represent and warrant that the information provided in this application and in any and all additional documents, financial statements or other information furnished by Customer to DCS is true and correct in all material respects and contains all information necessary so that this application is not materially misleading. Customer acknowledges that DCS is relying on the accuracy of the information provided by Customer. Customer hereby grants DCS a security interest in any and all goods purchased by Customer from DCS to secure any and all obligations of Customer to DCS, including but not limited to any obligation of payment. Customer agrees to execute any additional documents necessary to perfect or continue any security interest related to this application. Customer agrees to adhere to the credit service policies and procedures established from time to time by DCS.

Dated at: \_\_\_\_\_, at of this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed by: \_\_\_\_\_, Name/Title: \_\_\_\_\_

Dated at: \_\_\_\_\_, at of this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed by: \_\_\_\_\_, Name/Title: \_\_\_\_\_

I \_\_\_\_\_ residing at \_\_\_\_\_  
I \_\_\_\_\_ residing at \_\_\_\_\_  
I \_\_\_\_\_ residing at \_\_\_\_\_

For and in consideration of Diversified Computer Supplies (hereafter DCS) extending at my request to \_\_\_\_\_ (hereafter Customer), hereby personally guarantee the payment to DCS in the state of Michigan of any obligation of customer I hereby agree to bind myself to pay DCS on demand any sum which may become due to DCS by customer, whenever customer shall fail to pay the same. Further, I hereby subordinate any indebtedness of customer which it may have to me to the indebtedness of customer owed to DCS. Guarantor agrees to so pay and perform in accordance with the terms of the indebtedness and other contracts between customer and DCS, without requiring DCS to exercise, pursue or enforce any right or remedy DCS has against customer, any co-guarantor (whether hereunder or under a separate instrument) or any other party. Guarantor hereby consents that from time to time DCS may, without notice to Guarantor and without affecting any liability of Guarantor, (a) exchange, release, sell (by foreclosure or otherwise), consent to the transfer of, apply or otherwise deal with any collateral for repayment of the indebtedness at the election of DCS, (b) refinance, extend, renew or accelerate the indebtedness or other obligations in whole or in part, (c) waive or fail to enforce any of its rights under any instruments evidencing, relating to or securing the indebtedness, or other obligations, or (d) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate, in any manner, any of the indebtedness or other obligations, or any indebtedness of any co-guarantor (whether hereunder or under a separate instrument) or any other party.

Guarantor acknowledges that all payments due here under are required to be made to DCS at DCS's above stated address in Washtenaw County, Michigan, and Guarantor acknowledges that all payments due here under are required to be made to DCS at DCS's above stated address in Washtenaw County, Michigan, and guarantor further acknowledges that an appropriate forum for litigation with respect to the enforcement of this Personal Guaranty shall be in courts of competent jurisdiction in Washtenaw County, Michigan. All parties agree that such courts are reasonably convenient forums in which to adjudicate disputes relative to this Personal Guaranty. Notwithstanding the place of residence of guarantor or the place of execution of this personal guaranty, the laws of the State of Michigan shall control the construction, interpretation and enforcement of this Personal Guaranty and all matters related to this Personal Guaranty, without application or reference to conflict of laws provisions.

It is understood that this Personal Guaranty is a general, continuing absolute, unconditional and irrevocable guarantee and indemnity for such indebtedness of customer, is enforceable by DCS, its successors and assigns, and is binding upon guarantor and guarantor's heirs and assigns and shall inure to the benefit of DCS's successors and assigns. Guarantor hereby waives notice of default, non-payment and notice hereof and consent to any modification or renewal of the indebtedness hereby guaranteed. If more than one person shall execute this Personal Guaranty, the singular shall include the plural and the terms "undersigned" and "Guarantor" shall mean all persons signing this Personal Guaranty, and each of them shall be jointly and severally obligated hereunder. All of DCS's rights and remedies hereunder are cumulative and not alternative.

EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTER CLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS PERSONAL GUARANTY OR THE RELATIONSHIP OF DCS AND GUARANTOR HEREUNDER.

It is understood by guarantor that any defaults, failure to pay when due or credit experience on the part of guarantor may be reported by DCS to a consumer credit reporting agency.

**The undersigned guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Personal Guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned Guarantor, by DCS as a business credit grantor, from time to time as may be needed, in the credit evaluation process.**

Witness \_\_\_\_\_ Guarantor \_\_\_\_\_  
Print Name: \_\_\_\_\_ ("Guarantor")  
SS#: \_\_\_\_\_  
Home Addr: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witness \_\_\_\_\_ Guarantor \_\_\_\_\_  
Print Name: \_\_\_\_\_ ("Guarantor")  
SS#: \_\_\_\_\_  
Home Addr: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**PLEASE RETURN FORM AND RETURN WITH CREDIT APPLICATION**

The vendor must collect tax on a sale of taxable property or services unless the purchaser gives him a properly completed resale certificate or exemption certificate.

**The undersigned hereby certifies that he:**

- Holds a valid Certificate of Authority to collect state and local sales and use tax.
- Is principally engaged in (indicate nature of business): \_\_\_\_\_
- Intends that the tangible personal property is for resale in its present form or as a component part of tangible personal property; or the tangible personal property is for use in performing taxable services where such property becomes a component part of the tangible personal property upon which the services are performed or will be actually transferred to the purchaser of the services in conjunction with the performance of the service.
- Understands that this certificate may not be used to purchase items or services which are not for resale and that he will pay the use tax on tangible personal property or services purchased pursuant to this certificate and subsequently used or consumed in a taxable manner, and that any erroneous or false use of this certificate will subject him to payment of tax plus penalties and interest.

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Seller's Certificate Number

\_\_\_\_\_  
State

\_\_\_\_\_  
Name of Company

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip

## **A. ORDER PROCESSING AND PAYMENT**

### **Small Orders**

Orders may be placed for as little as \$100.00. To accommodate small orders, any order less than \$100.00 will incur a small order charge of \$5.00. Small orders will ship ground, and the \$5.00 fee will be reflected as a line item on the order.

### **Freight Policy**

Orders that are 100lbs. or less, DCS will ship UPS. All orders over 100lbs. ship via best ground service and are charged carrier rates, accessorial, and applicable handling charges.

Invoices over \$1000.00 that have been charged freight can deduct freight if invoice is paid with in terms stated on invoice.

NOTE: At the time of placing an order please verify that at least \$1000.00 of merchandise is in stock to ship so that the shipment qualifies for the potential freight deduction. Please note that future b/o that ship against an order and the b/o shipment is less than \$1000.00 of merchandise this b/o shipment will not be entitled to a free freight deduction.

### **Payment Terms**

Diversified Computer Supplies reserves the right to refuse to sell to any persons or firms.

DCS offers qualified dealers an appropriate line of credit after approval. In addition we offer other methods of payment as follows:

1. Net 20 Days – Upon credit approval, terms are Net 20 days from the date of the invoice.
2. Prepaid – DCS accepts Visa or Master Card. Prices advertised are for approved credit customers with terms. Credit card orders will incur additional charges.

Diversified Computer Supplies reserves the right to withhold lines of open credit, determined by experience, record of trade payment, financial condition, amount of credit needed, etc. Depending on these factors, DCS may require current financial information, particularly if information is not available through available resources (i.e. Dun & Bradstreet)

Open account privileges may be suspended if invoices for any month are not paid when due within published terms, and subsequent orders will be held until the account balance is reduced to current status.

## **B. B. MERCHANDISE RETURNS**

Our Customer Service Department is ready to assist and make these transactions as easy as possible. They can be contacted at:

Ann Arbor, MI 1-800-766-5400 F:(734) 994-5317

## **Damaged Orders**

Damaged product accepted by customers will be the sole responsibility of the customer. Customer will be responsible for filing a freight claim with carrier.

## **Defective Returns**

Return issues for copier and fax products will have to be taken up with manufacturer directly. DCS will accept all must be shipped within 30 days of original invoice.

## **Obtaining a Return Authorization Number**

These three steps pertain to ANY and ALL returns.

1. You must fax our return department at the above number for approval. Please include the following information on fax:
  - A. Your account #
  - B. The invoice #
  - C. Quantity to be returned
  - D. Part #
  - E. Reason for return
2. Our return department will issue an RA# by fax or phone.
3. The return will issue shipping instructions

## **Preparing Return for Shipment**

1. Write RA# on outside of each box
2. Any shipment arriving without an RA# will be refused.
3. All returns must be shipped freight pre-paid

## **DCS Shipping Errors**

We apologize for any shipping errors caused by DCS, and will gladly take product back, as long as claims are made with in five working days of delivery of goods.

## **Customer Ordering Errors**

DCS will take back product ordered in error, but a 15% restocking charge will be charged for this service. Returns must be in original packaging and factory sealed where applicable. If product is not received in salable condition it will be sent back at your expense.