

Accessories Wholesale

New Dealer Checklist

- Fill out dealer application completely and sign as indicated
- Copy of photo ID of person signing application
- Copy of Resale Certificate
- Copy of Certificate of Incorporation/Authority

Please Check One of the Following

- Exclusive AT&T
- Exclusive Sprint
- Exclusive T-Mobile
- Exclusive Verizon
- Non-Exclusive Accessories NY
- Non-Exclusive Accessories Out of NY
- Wholesaler

Fax all of these items to 248-579-1970

Accessories Wholesale
24435 Halsted Rd.
Farmington Hills, MI 48335
Phone: 248-579-1970 Fax: 248-579-1968
Website: www.accessoryinc.com

Accessories Wholesale

Sales Rep _____

CREDIT APPLICATION & SALES AGREEMENT

For the purposes of purchasing accessories and related products from Accessories Wholesale, the Company listed below (“Applicant”) hereby acknowledges that Accessories Wholesale will rely on the accuracy of all statements made herein by Applicant.

GENERAL INFORMATION

Company Name _____ Legal d/b/a _____
 (“Sub dealer” or “Company”)

Business Mailing Address

City _____ State _____ Zip _____

Business Shipping Address

City _____ State _____ Zip _____

Cell Phone #: _____ E-Mail Address: _____

Primary Phone: _____ Fax: _____ Yrs in Business _____

Type of Business: Sole Proprietorship ___ Partnership ___ Corporation ___ LLC ___

Federal Tax Id No. _____ Resale Certificate No. _____ D&B No. _____

President () or Owner () _____ VP () or Buyer () _____

Bank Reference _____ Account No. _____

Contact _____ Phone No. _____

Trade Reference _____ Contact _____ Acct. No. _____

Phone No. _____ Fax. No. _____

Trade Reference _____ Contact _____ Acct. No. _____

Phone No. _____ Fax No. _____

TERMS AND CONDITIONS OF SALE

1. Applicant agrees that these terms and conditions will apply to all invoices issued by Accessories Wholesale to Applicant. Applicant hereby certifies that the information furnished is true and correct and that all information is furnished to Accessories Wholesale for the purposes of inducing Accessories Wholesale to extend credit to Applicant and Applicant understands that Accessories Wholesale is relying on the accuracy of such information.

2. Applicant acknowledges that orders for the purchase of goods ("Merchandise") will be made by Applicant either by telephone, facsimile or e-mail. Payment of the purchase price for the Merchandise from Accessories Wholesale shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due on all invoices shall become due and payable to Accessories Wholesale in full immediately upon the default of Applicant in the payment of any invoice or under any of these Terms and Conditions. Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any amount past due, pursuant to the terms set forth on each invoice until collected. Applicant shall pay to Accessories Wholesale all costs and expenses, including, without limitation, reasonable attorney's fees and the fees of any collection agency and court costs, incurred by Accessories Wholesale in exercising any of its rights hereunder or enforcing any of the terms, conditions or provisions hereunder.

3. Upon approval of this Application, Accessories Wholesale, in its sole discretion, will notify Applicant of the payment terms for purchases by Applicant and may extend Applicant a credit line. Accessories Wholesale shall have the right to increase, decrease or terminate Applicant's line of credit, if any, at any time without prior notice to Applicant, except as otherwise provided by law.

4. Applicant must notify Accessories Wholesale, in writing, within seventy-two (72) hours of receipt of a shipment of (a) any shortage or discrepancies existing between the Merchandise charged to Applicant on the invoice relating to such shipment and the Merchandise actually received by Applicant in such shipment; (b) any damages to the Merchandise 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 Accessories Wholesale within the time period specified above, the Applicant shall be deemed to have accepted the Merchandise and the Merchandise shall be deemed to comply with all the terms, conditions and specifications of the invoice relating to such Merchandise and Applicant will be responsible for the entire amount charged on the invoices relating to such shipment.

5. The parties agree that: (a) The failure of Accessories Wholesale 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 hereof 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 unenforceable, such unenforceability shall not affect the remainder of this Agreement unless a failure of consideration would thereby result; (d) This document and the rights and duties of the parties shall be governed and interpreted according to the laws of the State of Michigan, without regard to choice law provisions; and Applicant and Guarantor hereby consent and submit themselves to the exclusive jurisdiction to the Courts of the State of Michigan and venue shall be in Oakland County for the adjudication or disposition of any claim, action or dispute arising out of this Agreement; (e) 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; (f) The rights and remedies granted herein are non-exclusive to those otherwise available under law or equity; and (g) Facsimile copies of the signature of the parties herein shall be deemed originals.

6. Applicant authorizes the release of credit history information from the bank and trade reference provided by Applicant to Accessories Wholesale and, further, authorizes Accessories Wholesale to secure information from business and/or personal credit reporting agencies as necessary in evaluating Applicant's creditworthiness.

7. Applicant gives Accessories Wholesale the right to offset any commissions, rebates, marketing funds, accounts payable or other amounts due to Applicant against any outstanding amounts owed by Applicant to Accessories Wholesale.

8. Guarantor hereby unconditionally and irrevocably guarantees and agrees to be the unconditional and irrevocable Surety for the full and complete performance of each and every obligation of Applicant under this Agreement as if Guarantor is the Applicant in each provision and any amendment or modifications hereto and to be bound to Accessories Wholesale. Guarantor has a monetary and/or proprietary interest in the success of the business of the Applicant and has provided this guaranty to Accessories Wholesale as an inducement for Accessories Wholesale to enter into the Agreement. The parties negotiated for and entered into this Section 8 separately and each party has received good and valuable consideration for it.

APPLICANT:

Signature: _____

Print Name: _____

Title: _____

Date: _____

GUARANTOR: _____

Sign and Print Name