

APS Cellular, Inc
30 Dalton Road
Belmont, MA 02478
Tel 617-484-1051
Fax 617-249-0326

CONFIDENTIAL CREDIT CARD APPLICATION & SALES AGREEMENT

Credit Card Type _____

PLEASE FILL OUT ALL INFORMATION & PRINT CLEARLY

For the purpose of obtaining merchandise from APS Cellular, Inc. ("APS Cellular, Inc."), the following statements in writing are made by the applicant affixing his, her or its signature hereto (the "Applicant"). The Applicant acknowledges that APS Cellular, 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 APS Cellular, Inc. (the "Agreement"). Applicant authorizes APS Cellular, 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 APS Cellular, Inc. in writing within five (5) days of any change of ownership, address, telephone, authorized purchasing agents, banks, transfer of listed assets or other facts set forth below. This application is for use with Credit Card Purchases.

GENERAL INFORMATION

Legal Name of Firm: _____

DBA: _____ Owner/ President _____

Business Mailing Address: _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____ Email _____

Business Shipping Address: _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____ Email _____

Business Industry: _____ Time At Present Location: _____ yrs. _____ mo.

Check Appropriate box: Sole Proprietorship Corporation Partnership Other _____

Federal Tax I.D. # _____ - _____ - _____ State Resellers Permit #: _____ State: _____ (Fax Over)

Dunn and Bradstreet #: _____

PLEASE MAIL & FAX COMPLETED FORMS TO APS CELLULAR, INC. 617-249-0326

BANK RELAEASE / REFERENCES FOR APS CELLULAR, INC.

Bank Name Account # (Mandatory for release of information)

City State Zip Code

Contact Name Phone # Fax #

Bank Name Account # (Mandatory for release of information)

City State Zip Code

Contact Name Phone # Fax #

TRADE REFERENCES

(Please Submit Trade References with credit limits equal to or higher than the limit requested with APS Cellular, Inc.)

Vendor Name Phone # Fax #

Address City State Zip Code

Vendor A/P Contact Vendor Assigned Account #

Vendor Name Phone # Fax #

Address City State Zip Code

Vendor A/P Contact Vendor Assigned Account #

Vendor Name Phone # Fax #

Address City State Zip Code

Vendor A/P Contact Vendor Assigned Account #

Authorized Signature _____ **Date** _____

*By your signature you authorize and give permission to APS Cellular, Inc. To investigate your credit history and give permission to all references to release general bank information to APS Cellular, Inc.

Please Mail & Fax Completed Forms to APS Cellular, Inc. 617-249-0326

© 2003 APS Cellular, Inc. All Rights Reserved

APS CELLULAR, INC. – SALE TERMS AND 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 APS Cellular, 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 APS Cellular, Inc. for the purpose of inducing APS Cellular, Inc. to extend credit to Applicant and Applicant understands that APS Cellular, Inc. is relying upon the accuracy of such information.
2. **CREDIT LINE.** Upon APS Cellular, Inc.'s approval of Applicant, APS Cellular, Inc., in its sole discretion, will assign Applicant a credit line and APS Cellular, 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 APS Cellular, 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 APS Cellular, 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. **VARIANCE NOTIFICATION.** Applicant must notify APS Cellular, 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 APS Cellular, 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 OF GOODS.** All Sales are final unless other listed. Goods that are returnable only as provided in the applicable manufacturer's warranty for such Goods are through the manufacturer and not us. If Goods are not returnable under the applicable manufacturer's warranty, the Goods shall be deemed non-returnable and the purchase price of such Goods shall be non-refundable. If the Goods are returnable under the applicable manufacturer's warranty, a return authorization must be obtained by the Applicant and provided to APS Cellular, Inc. prior to the return of any of such Goods to APS Cellular, Inc... In the sole discretion of APS Cellular, Inc., either the Goods returned by Applicant will be accepted, repaired and returned to Applicant or the purchase price of such Goods will be credited to Applicant's account with APS Cellular, Inc... Applicant must pay all transportation charges relating to the returned Goods. Any returned Goods may be subject to a minimum twenty percent (25%) re-stocking charge. All returned Goods must be returned in the original container with packaging and Applicant must provide proof of purchase.
6. **MANUFACTURER'S WARRANTY AND APS CELLULAR, INC.'S WARRANTY DISCLAIMER.** THE MANUFACTURER'S WARRANTY RELATED TO THE GOODS PURCHASED BY APPLICANT UNDER THIS AGREEMENT SHALL BE THE SOLE WARRANTY AVAILABLE TO APPLICANT AND APPLICANT'S CUSTOMERS WITH RESPECT TO SUCH GOODS. NOT INCLUDING THE MANUFACTURER'S WARRANTY, APS CELLULAR, INC. HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **LIMITATION OF DAMAGES.** IN NO EVENT SHALL APS CELLULAR, INC. OR ANY APS CELLULAR, INC. AGENT BE LIABLE TO APPLICANT OR ANYONE ELSE FOR ANY AMOUNT IN EXCESS OF THE MONIES PAID BY APPLICANT TO APS CELLULAR, INC. FOR THE PARTICULAR GOODS CAUSING SUCH LIABILITY. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL APS CELLULAR, 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 APS CELLULAR, INC. HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES.
8. **CREDIT APPROVAL AND PURCHASE ORDERS.** All orders for Goods under this Agreement are subject to APS Cellular, 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 \$500.00 or greater.
9. **APS CELLULAR, 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. APS Cellular, Inc.'s & other vendor locations.
10. **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 APS Cellular, Inc. to Applicant upon delivery of such Goods to Applicant's carrier, F.O.B. APS Cellular, Inc.'s & other vendor locations. 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 APS Cellular, Inc. within two (2) days of receipt of the particular shipment. APS Cellular, Inc. is not responsible for any damage or damages that may occur through shipper or carrier
11. **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 APS Cellular, Inc.). Unless otherwise agreed to by the parties, APS Cellular, Inc. shall not be responsible for spotting, switching, demurrage or other transportation charges.
12. **GENERAL.** The parties to the Agreement hereby agree that (a) the failure of APS Cellular, 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.
13. **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.
14. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Massachusetts (without regard to the conflicts of law rules of Massachusetts).
15. **APS CELLULAR, INC. ENFORCEMENT EXPENSES.** Applicant shall pay to APS Cellular, Inc. all costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees, incurred by APS Cellular, 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 Officers (must be signed by (2) company officers):

(Full Firm Name)	(Signature)	(Title)	(Date)
------------------	-------------	---------	--------

(Full Firm Name)	(Signature)	(Title)	(Date)
------------------	-------------	---------	--------

APS CELLULAR, INC. - SALE TERMS & CONDITIONS

Please Mail & Fax Completed Forms to APS Cellular, Inc. 617-249-0326

© 2003 APS Cellular, Inc. All Rights Reserved

APS Cellular, Inc

**30 Dalton Road
Belmont, MA 02478
Tel # 617-484-1051
Fax # 617-249-0326
Web: APSCCELL.com
Email: sales@apscell.com**

PERSONAL GUARANTEE OF PAYMENT FORM

PERSONAL GUARANTY OF PAYMENT

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 APS Cellular, Inc. of all amounts which are or may become due and owing, from time to time, from Applicant to APS Cellular, Inc.. Guarantor expressly waives notice from APS Cellular, 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 set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which the Guarantor has or may have against Applicant or APS Cellular, Inc. shall be available hereunder to the Guarantor against APS Cellular, Inc. in the event of a default by Applicant of its obligations to APS Cellular, Inc... APS Cellular, 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 APS Cellular, 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 APS Cellular, Inc. 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 APS Cellular, Inc., its successors and assigns. This personal guaranty shall be governed by and interpreted in accordance with the laws of the State of Massachusetts (without regard to the conflicts of law rules of Massachusetts 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 APS Cellular, Inc. or any orders is pending.

(Print Name) (Signature) (Title) (Driver License Number & State)

(Address) (Date)

(Print Name) (Signature) (Title) (Driver License Number & State)

(Address) (Date)

Witnessed By:

(Notary Public) (SEAL) (Date)

IF BUSINESS IS A PARTNERSHIP, LLC, ETC, (2) OFFICERS MUST SIGN ALL APPLICATIONS

PERSONAL GUARANTEE OF PAYMENT TO APS CELLULAR, INC.

Please Mail & Fax Completed Forms to APS Cellular, Inc. 617-249-0326

ALL FORMS MUST BE MAILED TO US; A FAXED FORM WILL START THE PROCESS.



APS Cellular, Inc.
 30 Dalton Road
 Belmont, MA 02478
 Tel 617-484-1051
 Fax 617-249-0326

AUTHORIZATION TO PURCHASE WITH CREDIT CARD

Date: ___/___/___ Sales Order # _____ PO # _____

Credit Card: Visa MasterCard American Express Discover Card

Credit Card # _____

Exp Date ___/___/___ CVV2 _____ (Last 3 numbers on back of card above signature, AMEX on Front)

Credit Card Bank Phone on back of card # _____

Credit Card Holder Name _____

Credit Card Billing Address _____

City, State, Zip _____ - _____ - _____

Telephone Number (____) _____ - _____ Fax Number (____) _____ - _____

I AUTHORIZE APS CELLULAR, INC. TO CHARGE MY CREDIT CARD IN THE AMOUNT AS FOLLOWS:

The Amount Of: \$ _____

Signed & Accepted by: X _____ Company _____

Printed Name: _____ Email _____

Date: ___/___/___

I hereby authorize APS Cellular, Inc. to charge \$ _____ to the above referenced credit card. In choosing to use this card as a method of payment, I guarantee and I understand and agree that the charges specified below are irrevocable and may not be charged back at any time in the future. I am authorized user of this card & also personally guarantee all funds & payments. I understand this is a legal and binding sale. I will contact APS Cellular, Inc. to settle any disputes. All wholesale sales are final.

 Printed Name Signature Date

PLEASE ATTACH PHOTOCOPY OF CREDIT CARD (FRONT & BACK) & A CLEAR PHOTOCOPY OF PHOTO ID (Set Copier & Fax Machine to "Photo Mode" to achieve this.

APS CELLULAR, INC.

30 Dalton Road
Belmont, MA 02478
Tel 617-484-1051
Fax 617-249-0326

AUTHORIZATION TO SHIP MERCHANDISE TO AN ALTERNATE ADDRESS

I AUTHORIZE APS CELLULAR, INC. TO SHIP MY MERCHANDISE PAID BY CREDIT CARD TO AN ALTERNATE SHIPPING ADDRESS. PLEASE SHIP TO THE FOLLOWING LOCATION:

Credit Card Billing Name _____
Credit Card Billing Address _____
City, State, Zip _____
Telephone Number (____) _____ - _____ **Email:** _____
FAX (____) _____ - _____

SHIP TO: Name _____
Address _____
City, State, Zip _____
Telephone Number (____) _____ - _____ **Email:** _____
FAX (____) _____ - _____

PO # _____ **ORDER #** _____

Printed Name **Signature** **Title** **Date** / /

Please Mail & Fax Completed Forms to APS Cellular, Inc. 617-249-0326