

SX DISCOUNT SUPPLY INC. CREDIT APPLICATION

**SX DISCOUNT SUPPLY INC.
PO BOX 91128
CLEVELAND, OH 44181
PHONE 440-975-0560**

Date: _____

Legal Name of the Company: _____

Trade Name (dba): _____ EIN#: _____

Billing/Mailing Address: _____

City: _____ State/Prov. : _____ Country _____ Zip: _____

Phone#: _____ Fax#: _____

Website: _____

Years In Business: _____

Time at Address: _____ Rent ___ Own _____

Dun & Bradstreet #: _____

Type of Business: Corporation ___ Proprietorship ___ Partnership ___ Non-Profit ___ LLC _____

Company Officer/Owner Name: _____ Title _____

Home Address: _____ Phone: _____

Person To Contact for Payment: _____ Email: _____

1) Person authorized for Purchasing: _____ Email: _____

2) Person authorized for Purchasing: _____ Email: _____

Annual Sales Volume: \$ _____ Credit Line Requested: \$ _____

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

BANK INFORMATION

Bank Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Account#: _____ Phone#: _____

TRADE REFERENCES

1. Company: _____ Account #: _____ Credit Limit: \$ _____

Contact: _____ City, State, Zip: _____

Phone: _____ Fax: _____

2. Company: _____ Account #: _____ Credit Limit: \$ _____

Contact: _____ City, State, Zip: _____

Phone: _____ Fax: _____

3. Company: _____ Account #: _____ Credit Limit: \$ _____

Contact: _____ City, State, Zip: _____

Phone: _____ Fax: _____

This credit application and agreement is submitted by the undersigned (hereafter Customer) to SX Discount Supply Inc. (hereafter SXD), to obtain trade credit. Customer agrees to make payment in full to SXD for all amounts due according to SXD's invoice(s). Customer also agrees to pay SXD 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), SXD shall have the right, without notice to Customer, to declare all invoice amounts immediately due and payable. In the event SXD 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 SXD, whether or not suit is filed. Guarantor and customer acknowledge that all payments due hereunder are required to be made to SXD at SXD's above stated address in Cleveland, Ohio, 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 Cleveland, Ohio. 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 SXD. This agreement shall become effective upon acceptance by SXD. Customer agrees that all sales shall be governed by SXD's Standard Terms and Conditions of Sale.

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 SXD is true and correct in all material respects and contains all information necessary so that this application is not materially misleading. Customer acknowledges that SXD is relying on the accuracy of the information provided by Customer. Customer hereby grants SXD a security interest in any and all goods purchased by Customer from SXD to secure any and all obligations of Customer to SXD, 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 SXD.

Terms and conditions

A) *Ordering*: Orders are picked and shipped immediately on the date placed, when placed within normal operating hours and stock is available. We are unable to accommodate cancellation requests for this reason all orders canceled after shipping will be subject to a 15% restocking fee and freight charges. We can offer an appropriate line of credit to any party deemed a qualified dealer, with current financial information, subject to credit approval. Terms are Net 30 from date of SX Discount Supply Inc. invoice.

B) *Product Return*: Every effort is made to fill your orders swiftly and accurately. We understand the occasional need to return items to our facility or direct to the manufacturer for reasons of non-defective merchandise, ordering errors, freight damage or selection errors. A Return Authorization (RA) must be obtained from your sales representative or our customer service department. Product returned without a Return Authorization will not be credited. All returns must be requested within five (5) days of product receipt and expire thirty days (30) from issuance. Product must be received in our warehouse prior to the RA expiration date. The RA and box count must be included on each shipping label. Do not write anything, including RA numbers or box counts, on manufacturer carton or packaging. Products must be returned in the original manufacturer packaging with all its contents and original packaging material, free of any markings on the cartons. Any SX Discount Supply Inc. shipping error must be reported within 48 hours of receipt; call tags will be issued for their return. A 15% Restocking fee will apply to all non-defective returns. Invoiced freight will only be credited in the event of SX Discount Supply Inc. error.

C) *Defective Products*: Please follow the steps under Product Return, and note the following information pertinent to defective merchandise. Defective merchandise will be tested. If no defect is found a 15% restocking fee will be charged. All defective merchandise must be returned to us within 45 days of the SX Discount Supply Inc. invoice date, no exceptions. All cartridge copier returns must be accompanied with a letter from an authorized service technician or the manufacturer describing the defect. Credit will not be issued for empty cartridges or significantly used cartridges. Call tags will not be issued for defective returns or ordering errors; dealer is responsible for all freight charges.

D) *Freight Damage*: The end user is solely responsible for the carton count on truck shipments; any damage or shortage must be noted on the delivery receipt and a claim must be filed with the carrier. Claims made after delivery will not be honored. Carrier must be notified of any damage to product or shipping cartons at point of receipt, and claim must be filed with the carrier. ALL original cartons and packaging must be kept with the damaged product for carrier inspection.

E) *Non-Returnable Items*: 1) Closeout items 2) Bottled copier supplies 3) Any toner significantly used or not in original packaging 4) OEM cartons in unsalable condition Credit will not be issued for any of these items.

F) *Late Payment Fee*: Purchaser understands that failure to pay the invoice when due will result in damages to SX Discount Supply Inc. for the lost time value of the overdue payment plus interminable increased administrative costs of handling the delinquent account. Purchaser hereby agrees to pay a late charge for any overdue balance due to SX Discount Supply Inc. computed at the rate of one-and-one-half (1.5%) percent per month for the period said balance or any part thereof is overdue. Late charge shall be added to any overdue balances

Dated at: ___/___ of 20 _____

Signed by: _____ Officer Name/Title: _____

E-Mail to steve@sxdiscount.com or fax to 716-462-5370

SX Discount Supply Inc. PO BOX 91128 Cleveland, OH 44101

CORPORATE GUARANTEE

This corporate Guarantee is submitted by _____
(herein referred to as "the Company") to **SX Discount Supply Inc.**, (herein referred to as "**SXD**") in consideration of extension of credit facilities or checks issued by the company to **SXD**. The company hereby guarantees **SXD** that it will pay any and all amounts due on its accounts with **SXD**. Should the company default on such payments to **SXD**, the Company agrees to pay interest in an amount equal to 1½ % per month of the outstanding amount due or the maximum provided by Florida Law (whichever is less), in addition to the amount due. In event of default, **SXD** will enforce this corporate guarantee against the Company by whatever legal means available. The Company agrees to pay all pre-litigation, litigation, and post-litigation attorney's fees, filing administrative fees, as well as court cost and any collection fees incurred by **SXD** in connection with the enforcement of this Corporate Guarantee including but not limited to a reasonable sum for "Action."
Corporation herein accepts that the venue and jurisdiction for enforcement and remedy of this Corporate Guarantee Shall rest in Ohio, UNITED STATES OF AMERICA.

(Note: Copies of all identifications must be attached)

Signed By: _____ (Officer)

Title: _____

Officer Name: _____

Drivers License #: _____

Other I.D. _____

Company Name: _____

Address: _____

City _____ State _____ Zip Code _____

Telephone#: _____ Fax #: _____

D.B.A. : _____

PERSONAL GUARANTEE

I, _____, for consideration of your extension of credit to _____
_____ (herein referred to as the "Company"). Of which I am _____
_____ (Title). Hereby personally guarantee the payment of any obligations to SX Discount Supply Inc. (herein referred to as "SXD") by the Company and further agree to bind myself, heirs and/or state to pay **SXD**, on demand, any sum due to **SXD** by the company whenever the Company fails to pay said obligations. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Company. I do hereby waive "Notice of Default," "Notice of Non-Payment," and further "Notice" thereof, and consent to any modification under the Company account with **SXD**.

I do hereby agree to pay, in addition to any amount due to **SXD** and unpaid by the Company, all pre-litigation, litigation and post-litigation attorney's fees, filing and administrative fees as well as court cost and any collection agency fees that may be incurred, including of a reasonable sum for "Action" herein and that the venue and jurisdiction for implementation and remedy of this guarantee shall rest in Ohio, United States of America.

I further authorize the release of any and all information regarding my credit history and reports to SXD

Signed By: _____ (Guarantor)

Print Name: _____

Social Security No: _____

Home Address: _____

City _____ State _____ Zip Code _____ Country _____

Home Phone: _____ Fax No. _____