



CREDIT APPLICATION

for NET 7, 14, 20 Terms or Check/CC Authorization

Note: If you are pre-paying your order, please fill out only the Terms of Sale Agreement on the last 3 pages.

Date _____

Please Note:

1. The Credit Department will analyze the application based on the information provided and may require additional information.
2. The Application must be signed by a corporate officer or the owner of sole proprietorships.
3. If your company wishes to place telephone orders in addition to or in lieu of Written Purchase Orders, you must also complete the attached Telephone Order Authorization Form.

Fax To:

True Data Technology, Inc.
 5661 Palmer Way Stes F&G
 Carlsbad, CA 92009
 Attn: Alfons Hollenstein
 To speed up processing, please fax to (760)710-9019

GENERAL INFORMATION

Business Trade Name (DBA) _____			
Business Legal Name (as it appears on business license) _____			
Business Street Address (Street, City, & Zip Code) _____			()
Billing Address (if different - Street, City, State & Zip Code) _____			Business Phone ()
Shipping Address (if different - Street, City, State & Zip Code) _____			Fax Number
Officer/Owner Name	Title	E-Mail	
Officer/Owner Name	Title	E-Mail	()
Purchasing Department Contact	Title	E-Mail	Business Phone ()
Accounts Payable Contact	Title	E-Mail	Business Phone

SHIP TO ADDRESSES (Use Company letterhead to add additional addresses now or at a later time)

Name, Address (Street, City, State & Zip Code), Telephone _____	Contact Name _____
Name, Address (Street, City, State & Zip Code), Telephone _____	Contact Name _____
Name, Address (Street, City, State & Zip Code), Telephone _____	Contact Name _____

DESCRIPTION OF BUSINESS

This company is a (check one): Sole Proprietorship ? Corporation -- Private ? Public ? -- incorporated in the state of _____

Length of time operating under the above business name: _____ D & B Number: _____

SIC number: _____ Federal ID Number: _____

Tax Exempt ID: _____ Please include a copy of the exemption certificate.

What is your company's total annual revenue?: _____ How many employees does your company have?: _____

Please describe your company's business: _____

BANK INFORMATION

1 st Bank	2 nd Bank
Address	Address
Account Officer	Account Officer
Account Number	Account Number
Telephone Number	Telephone Number

PRIMARY SUPPLIERS (Related industry first, purchases during last 12 months, preferably in the USA)

Name, Address (Street, City, State & Zip Code), Telephone	Account Number
Name, Address (Street, City, State & Zip Code), Telephone	Account Number
Name, Address (Street, City, State & Zip Code), Telephone	Account Number

CREDIT LINE REQUESTED

Indicate the amount of credit requested (in thousands): \$____,000.00

PARTIAL SHIPMENTS

Indicate preference below:

- YES Partial shipments and invoices for product partially shipped will be accepted and paid according to the terms set forth in this agreement.
- NO All orders must be shipped complete.

Attachment of preprinted credit disclosure information is acceptable provided this application is signed and dated.

This application is submitted by applicant to True Data Technology ("TDT") for the purpose of obtaining credit. TDT reserves the right to decline credit to applicant and, in the event credit is extended to applicant, to change or revoke applicant's credit limit on the basis of changes in TDT credit policies or applicant's financial condition and/or payment record.

By signing this application, applicant certifies that all information provided on this application is correct to the best of applicant's knowledge. Applicant hereby authorizes the references listed on this application to release credit and banking information to TDT. Applicant hereby agrees that jurisdiction for all transactions and disputes will be the State of California, County of San Diego. Applicant further agrees to pay any and all reasonable interest, collection and attorneys fees in the event that a collection is required to settle an outstanding debt. TDT reserve the right, at its sole discretion, to deem each transaction a mutual benefit bailment rather than a sale until the invoice is paid in full. As such, the applicant extends to TDT, its heirs, agents, and/or assigns, the right to enter onto the applicants premises at any time and without prior notice to reclaim merchandise for which the invoice(s) remain unpaid beyond the terms granted. In the event of liquidation or insolvency on the part of applicant, TDT automatically deems all merchandise remaining unpaid in part or in full as bailment and this merchandise, as such, may NOT be listed as an asset of the company or subject to liquidation as it remains the property of TDT. Applicant will at all times before payment maintain the property in accordance with bailment law and agrees to reimburse TDT for the actual cost of repair to the equipment should repossession be necessary and the equipment found to be damaged. In all cases, equipment return, repossession, or exchange is at the sole discretion of TDT and subject to a 15% minimum restocking fee.

Terms are Net 20 Days. Additional terms and conditions applicable to this application are attached and require a signature.

Signed at _____ as of this _____ day of _____ 19 _____

Officer/Owner: _____
Authorized Signature _____ Print Name & Title _____

TRUE DATA USE ONLY
Account Number Assigned: _____ Password: _____ Authorized Buyers _____
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COMPANY INFORMATION

for your account setup information

Company Name: True Data Technology, Inc.
Address: 5661 Palmer Way
Suite F
Carlsbad, CA. 92008
Telephone: 760-710-9000
Toll-Free: 888-431-5575
Facsimile: 760-710-9019
E-Mail: sales@truedataonline.com
Internet: www.truedataonline.com

Make Purchase Orders to: True Data Technology, Inc.
5661 Palmer Way
Suite F
Carlsbad, CA. 92008

Make Checks Payable to: True Data Technology, Inc.
5661 Palmer Way
Suite F
Carlsbad, CA. 92008

Hours of Operation: 8AM to 5PM US Pacific Standard Time

Key Contacts: Deborah A. Ulrich, Key Customer Sales Manager
760-710-9013

Elizabeth A. Kahahawai, Accounting Manager
760-710-9000 x 130

Company Type: California Corporation, Small Business
Federal TAX ID: 33-0617641
Year Established: 1990
Resale Number: SRFHB99512788
DUNS Number: 84-748-6180
CAGE Code: 05SF2
GSA: Call for solicitation numbers

TERMS OF SALE AGREEMENT

Please initial pages 1&2 and sign and date page 3

Terms of Sale and Use

True Data Technology, Perpetual Communication Peripherals, the company's directors, officers, employees and/or other representatives are hereinafter individually and collectively referred to as "THE COMPANY". All transactions with THE COMPANY shall be governed by the policies, terms, and conditions as set forth below. Please read them carefully. Your placement of an order indicates your acceptance of these terms and conditions. Your submittal of any order in any form (web, verbal, written/paper or other) to THE COMPANY indicates acceptance of these terms and conditions. These terms and conditions shall supercede any subsequent terms or conditions included with any purchase order, whether or not such terms or conditions are signed by THE COMPANY. THE COMPANY reserves the right to make changes to the web site, policies, and these terms and conditions at any time. This contract between the Buyer (and the Company the Buyer represents as a duly authorized purchasing agent) and THE COMPANY will remain in full force and effect on all orders and transactions until THE COMPANY receives a letter via certified mail, UPS, or Fed-X cancelling this contract.

Disclaimer and Limitation of Liability

ALL PRODUCTS SOLD BY THE COMPANY ARE GUARANTEED AGAINST DEFECTS FOR 20 DAYS FROM THE DATE OF THE INVOICE UNLESS OTHERWISE SPECIFIED. EXCEPT AS EXPRESSLY STATED HEREIN, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE PRODUCTS SOLD. THIS INCLUDES BUT IS NOT LIMITED TO MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT THE SOLE AND MAXIMUM LIABILITY TO THE COMPANY ARISING FROM ANY PRODUCT SOLD SHALL BE THE PRICE OF THE PRODUCT. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES RELATED TO THE PRODUCT(S) SOLD. THE COMPANY WEB SITES AND THE MATERIALS THEREIN ARE PROVIDED "AS-IS". THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SITES, THEIR OPERATION, CONTENTS, INFORMATION, OR MATERIALS. YOU AGREE THAT THE COMPANY SHALL NOT BE LIABLE FOR DAMAGES ARISING FROM THE OPERATION, CONTENT, OR USE OF THE SITE(S). YOU AGREE THAT THIS LIMITATION OF LIABILITY IS COMPREHENSIVE AND APPLIES TO ALL DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES.

Errors &/or Omissions

In the event a product is listed at an incorrect price due to typographical error, error in pricing information received from our suppliers, or other error, THE COMPANY shall have the right to refuse or cancel any order, in part or in full, placed for product listed at the incorrect price. THE COMPANY shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, THE COMPANY shall immediately (within 24 hours) issue a credit to your credit card account in the amount charged for specific product as well as any taxes and shipping and handling charges that may be applicable to that product.

Order Acceptance

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. THE COMPANY reserves the right at any time after receipt of your order to accept or decline your order for any reason. THE COMPANY reserves the right, without prior notice to you, to supply less than the quantity you ordered of any item. All orders placed over \$1000.00 (U.S.) must obtain pre-approval with an acceptable method of payment, as established by our credit and fraud avoidance department. We may require additional verifications or information before accepting any order.

Payment Methods

Electronic Payments - We accept all major electronic payments/cards including, Visa, MasterCard, Discover, American Express, and Papal (Paypal only to insured limits). There is no surcharge for using your credit card to make purchases with THE COMPANY. Please be sure to provide your exact billing address, email address, and telephone number. Incorrect information may cause a delay in processing your order. Your credit card will be billed upon shipment of your order. If you pay via credit card, you agree that you fully understand what it is you are purchasing and formally agree that you will NOT initiate any charge-backs after 15 days from receipt of your order. Company checks & personal checks will be accepted in U.S. Dollars only for the total amount of the invoice. Wire transfer fees are paid by the purchasing company. All orders are processed within 10 business days after receipt of the funds unless otherwise stated in writing. Please call the sales department for more information on how to pay using one of these methods. THE COMPANY may not be able to guarantee the availability of a product by the time funds clear or payment is received. If a product is then unavailable, THE COMPANY will immediately refund your money or credit your account.

Init: _____

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Returned Checks or Non Payment

We will charge a \$50 fee on all returned checks. Until such time as payment clears THE COMPANY'S bank, legal title to the product(s) remains with THE COMPANY and possession is a mutual benefit bailment under a sales contract. The sales contract is fulfilled by legal transfer of funds into THE COMPANY'S bank at which time legal title transfers to the buyer. If the Buyer files for Bankruptcy, Buyer agrees that the unpaid and bailed property is not listed as an asset (it is bailed from THE COMPANY) and it is promptly returned to THE COMPANY or the COMPANY is promptly notified and allowed onto the customers' premises to regain possession of the bailed property. The Buyer will be responsible for listing 25% of the original invoice value as a debt if the product is unused or 50% of the original invoice value as a debt if the product has been used in any way.

Shipping

When purchasing a product, you will pay the shipping based on the weight and/or dimension of the product(s). If you order multiple products, they may be shipped from different warehouses. Multiple warehouse shipping may incur additional shipping charges. THE COMPANY warehouses are not open on Saturday, Sunday, or legal holidays. If you refuse a shipment without prior authorization, in writing, from THE COMPANY, you will be charged the cost of shipping plus a \$50.00 fee for each package refused. Due to shipper restrictions we cannot deliver to P.O. Boxes except APO for the US Government. All shipments are subject to stock availability. Please allow at least 8 business days for domestic ground shipping. THE COMPANY is not responsible for any delay in shipping caused by International Customs, Government intervention in the delivery of the package or Carrier induced delays unrelated to THE COMPANY.

Sales Taxes

THE COMPANY shall charge and withhold the applicable sales taxes for orders to be delivered to addresses within California, Massachusetts, Tennessee, or other States in which foreign-interest tax withholding applies. You agree to be responsible for all other sales taxes, duties, or applicable taxes or levies.

Return Policy

True Data wants you to be satisfied with your purchases and we want to give you the best customer service possible. Please note that in many circumstances an item returned to us can not be returned to our manufacturers. Additionally, if you open the manufacturer's packaging, we can not return the product or resell that product as new. The rule of thumb is: "if we can return the product to the manufacturer or distributor then we will take it back for a nominal restocking fee of 5% or 10% (see below)". Based on this, our return policy and restocking fees reflect our real cost of loss in restocking or reselling any returned products. We will never charge you any restocking fee if we ship you a different product than you ordered. Please be sure that the product you are ordering is the right product for your application before you order. Unless otherwise specified by THE COMPANY in writing, any and all returns to THE COMPANY must be made within 20 days of the invoice date. After 20 days, you must make all returns directly to the manufacturer or publisher of your product. "Subscriptions" and "Service Contracts" are not returnable under any circumstances. Before returning any item to THE COMPANY, please contact your original salesperson for a Return Merchandise Authorization (RMA). No return shipments of any type will be accepted without an RMA number clearly visible on the outside of the package(s). RMA numbers are valid for 8 days and all returns must be received within 8 days of obtaining the RMA number. If THE COMPANY authorizes the return of a non-defective product, you agree to pay a restocking fee. Restocking fees are as follows: If the product is unused and in the unopened "manufacturer-sealed" original box, you will be charged a nominal restocking fee of 10% for refunds or 5% for exchanges. If the product is unused but the "manufacturer-sealed" original box has been opened, you will be charged a restocking fee of 25% for refunds or 15% for exchanges unless your invoice states "no open box returns". If your invoice states "no open box returns" then the item may not be returned if the original manufacturer packaging has been opened. If the product has been opened and used the product is not returnable. You are responsible for shipping costs of all returns. Laser printers, inkjet printers, palm computers, software, and special order items may only be returned for replacement and not for refund. Defective hardware or software may be returned for exchange with the same product only. All refunds for non-defective items will exclude shipping charges, handling charges, and restocking fees. Please allow 4-8 weeks for your refund to be processed and credited to your account. If you are seeking replacement of a defective product, please contact your original sales representative. All non-defective items returned as "manufacturer-sealed" in the original box must be returned in "as-new" condition, free from scratches, screw marks, in original packaging, with original shrink wrap and/or original box tape intact, and with all warranty cards, manuals and accessories. The original packing slip must be included and the RMA number clearly visible on the outside of the package. Any discrepancies will result in a refusal, delay, or partial forfeiture of your refund. If part of a product becomes defective, the full product must be returned for credit or replacement. We suggest that you insure your shipment. THE COMPANY is not responsible for lost or damaged "returns-in-transit". All product returns, unless otherwise specified, must be sent to the following address: True Data Technology Returns 2382 Camino Vida Roble Suite K Carlsbad, CA. 92009. All returns must be sent via UPS, Federal Express, or any other courier that issues a tracking number.

Manufacturer's Warranty and Intel/Dialogic DOA and Defective Returns

Many products sold by THE COMPANY have manufacturer-direct warranties that extend beyond the warranty provided by THE COMPANY. The following products have extended warranties available directly through THE COMPANY: Intel/Dialogic products with part numbers ending in “-tv”, Intel/Dialogic products sold with a TeleVantage system or kit, all True Data Cables, all Avaya IOffice systems, Intellitouch message-on-hold products, and server components used for and sold with TeleVantage or Voicemail Pro systems. Additionally, Intel/Dialogic products with part numbers ending in -tv and/or as sold with a TeleVantage system or kit have a one year same-day cross-ship warranty. All other returns occurring after 20 days from the invoice date, unless otherwise specified by THE COMPANY in writing, must be made directly with the manufacturer. Other extended warranties may be available directly from select manufacturers. Please check with your sales representative.

Service and Support

All requests for technical service and support should be made directly to the manufacturer in accordance with their terms and conditions unless THE COMPANY provides service for the product in agreement with the manufacturer. Please check with your sales representative whether support is provided by the manufacturer or THE COMPANY. THE COMPANY may, additionally, provide on-line technical notes for computer hardware & software products as available. THE COMPANY takes no responsibility for the validity or use of technical notes provided nor your ability to correctly to install or configure your product.

Jurisdiction and Venue

The Parties agree that the Superior Court of California shall have exclusive jurisdiction over any dispute arising from your order(s) and that the venue of any action brought hereunder shall be in San Diego County, California, USA. By agreeing to the jurisdiction and the chosen forum of San Diego County, California, USA, all parties hereby agree to waive any and all rights to challenge the venue of any actions brought under this Agreement.

Choice of Law

The parties agree that any orders made with THE COMPANY and/or any action(s) resulting from the orders or the use of the web-site(s) shall be exclusively construed and enforced in accordance with the laws of the State of California.

Service by Mail

I agree and understand that summons of a complaint may be served on nonresidents by mail in accordance with California Rules of Civil Procedure § 415.40 and understand that as a result of consenting to jurisdiction a nonresident is not required to be physically in the State of California for the California courts to have personal jurisdiction over the nonresident.

Company Name: _____

Signature: _____

Printed Name: _____

Date of Agreement: ____/____/____