



# Convergence Technologies, Inc.



## CREDIT AGREEMENT and STANDARD TERMS & CONDITIONS of SALE

### CUSTOMER INFORMATION

|                                   |      |                    |                              |
|-----------------------------------|------|--------------------|------------------------------|
| Company/Corporate Name (Customer) |      | Doing Business As  |                              |
| Billing Address                   | City | State              | Zip Code                     |
| Shipping Address                  | City | State              | Zip Code                     |
| Telephone                         | Fax  | President's E-Mail | Company Web Site Address/URL |

### Type of Business (check one)

|        |        |             |     |                     |
|--------|--------|-------------|-----|---------------------|
| C Corp | S Corp | Partnership | LLC | Sole Proprietorship |
|--------|--------|-------------|-----|---------------------|

### CUSTOMER HISTORY

|  |   |     |    |
|--|---|-----|----|
| Has this company or any of its owners ever filed for Bankruptcy? | YES   | NO  |    |
| If Yes, please provide date, docket# and resolution              |   |     |    |
| DUNS#  | Do you require that we receive a Purchase Order Number from your company before we accept an order? | YES | NO |

### ACCOUNTS PAYABLE CONTACT INFORMATION

|                          |       |     |        |
|--------------------------|-------|-----|--------|
| Accounts Payable Contact | Phone | Fax | E-Mail |
|--------------------------|-------|-----|--------|

### RESELLER CERTIFICATE INFORMATION

|  |   |                                |                       |
|--|---|--------------------------------|-----------------------|
| YOU MUST ATTACH COPY of YOUR RESELLER CERTIFICATE TO THIS FORM | YES<br><input type="checkbox"/>                                       | NO<br><input type="checkbox"/> |                       |
|  | Do you have a reseller number issued to you by your state government? |                                | Reseller Number       |
|  |   |                                | Federal Tax ID Number |

Signor's Initials: \_\_\_\_\_

## BANKING INFORMATION

|                |      |                 |          |
|----------------|------|-----------------|----------|
|                |      |                 |          |
| Bank Name      |      | Account Manager |          |
|                |      |                 |          |
| Street Address | City | State           | Zip Code |
|                |      |                 |          |
| Telephone      |      | Fax             |          |

## Authorization to Release Confidential Information

ATTENTION: BOOKKEEPING DEPARTMENT/LOAN DEPARTMENT

To: Financial Institution

From: Company

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please accept this authorization to release any / all account information related to the accounts listed herein to Convergence Technologies, Inc. for the purpose of extending credit and authorization to process ACH transactions.

Checking Account Number: \_\_\_\_\_ Savings Account Number: \_\_\_\_\_

Checking Account Routing Number: \_\_\_\_\_ Savings Account Routing Number: \_\_\_\_\_

I/We authorize you our financial institution to release all information related to these accounts, account balances and activity to Convergence Technologies, Inc. and process ACH transaction on behalf of Convergence Technologies, Inc.

Authorized Signor Name: \_\_\_\_\_

Please Print

Account Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE PROVIDE A MINIMUM OF THREE REFERENCES WITH A MINIMUM OF TWO REFERENCES THAT ARE EXTENDING YOU CREDIT IN AN AMOUNT EQUAL TO OR IN EXCESS OF THE CREDIT LINE YOU ARE REQUESTING FROM CONVERGENCE.

## Vendor References

|              |                             |                |
|--------------|-----------------------------|----------------|
| Vendor Name  | Vendor Account Contact Name | Account Number |
| Credit Limit | Phone                       | Fax            |

|              |                             |                |
|--------------|-----------------------------|----------------|
| Vendor Name  | Vendor Account Contact Name | Account Number |
| Credit Limit | Phone                       | Fax            |

|              |                             |                |
|--------------|-----------------------------|----------------|
| Vendor Name  | Vendor Account Contact Name | Account Number |
| Credit Limit | Phone                       | Fax            |

|              |                             |                |
|--------------|-----------------------------|----------------|
| Vendor Name  | Vendor Account Contact Name | Account Number |
| Credit Limit | Phone                       | Fax            |

Signor's Initials: \_\_\_\_\_

**Principals – List information for all Owners/Principals**

|                     |                   |                        |     |
|---------------------|-------------------|------------------------|-----|
| Name                | Percent Ownership | Social Security Number |     |
| Home Street Address | Home Phone        | Home Fax               |     |
| City                |                   | State                  | Zip |

|                     |                   |                        |     |
|---------------------|-------------------|------------------------|-----|
| Name                | Percent Ownership | Social Security Number |     |
| Home Street Address | Home Phone        | Home Fax               |     |
| City                |                   | State                  | Zip |

|                     |                   |                        |     |
|---------------------|-------------------|------------------------|-----|
| Name                | Percent Ownership | Social Security Number |     |
| Home Street Address | Home Phone        | Home Fax               |     |
| City                |                   | State                  | Zip |

|                     |                   |                        |     |
|---------------------|-------------------|------------------------|-----|
| Name                | Percent Ownership | Social Security Number |     |
| Home Street Address | Home Phone        | Home Fax               |     |
| City                |                   | State                  | Zip |

|                     |                   |                        |     |
|---------------------|-------------------|------------------------|-----|
| Name                | Percent Ownership | Social Security Number |     |
| Home Street Address | Home Phone        | Home Fax               |     |
| City                |                   | State                  | Zip |

|                     |                   |                        |     |
|---------------------|-------------------|------------------------|-----|
| Name                | Percent Ownership | Social Security Number |     |
| Home Street Address | Home Phone        | Home Fax               |     |
| City                |                   | State                  | Zip |

Signor's Initials: \_\_\_\_\_

# Terms and Conditions of Sale

**These terms and conditions of sale (“Terms and Conditions”) apply to all sales of products (“Products”) and services (“Services”) provided by Convergence Technologies, Inc., its subsidiaries and affiliates (“Company “ and or “the Company”) to you (“the Customer”).**

1. **Acceptance:** Customer will be deemed to have accepted the Terms and Conditions by placing a purchase order with the Company verbally, via e-mail, facsimile or any means of communication causing the Company to ship product to or on the behalf of the Customer. The Company’s acceptance of Customer’s purchase order is conditioned upon Customer’s acceptance of the Terms and Conditions. In the event that Customer’s purchase order is deemed to be an offer, the Company’s acknowledgement or performance of the purchase order is conditioned upon Customer’s acceptance of the Terms and Conditions and the Customer’s acceptance of delivery regarding customer’s purchase order constitutes acceptance of the Terms and Conditions
2. **Order and Shipment:** Customer will order Products by sending the Company a complete purchase order, in a form acceptable by the Company. The Company may reject the Purchase Order for any reason. The Company will not be bound by any terms and conditions set forth in Customer’s purchase orders, unless previously agreed to in writing. Unless otherwise agreed in writing, delivery will be made in accordance with the Company’s shipping policy on the date of shipment. All shipments of Products by the Company or Customer will be FOB point of shipment. Insurance coverage, transportation costs and all other expenses applicable to shipment from the Company to Customer’s identified delivery place will be the responsibility of the Customer. Customer must notify the Company, by calling the Company within three (3) days after delivery, of any claimed shortages or rejections and the Company must receive a notice in writing from Customer via mail or facsimile within five (5) days of the claim. Failure to give such notice of a claim will be deemed an acceptance in full of any such delivery. Approval of any short shipment claim is in the Company’s sole power and discretion. In the event that the Company grants a short shipment claim, the Company will replace the lost or damaged Product or issue a credit memo, in its sole discretion. In the event that the Company does not approve the claim, Customer will pay the total invoice.
3. **Price and Payment:** Prices for Products will be as set forth in the Company’s then applicable price list, proposals or written agreed upon pricing arrangements, which does not include applicable taxes, as defined herein and shipping costs. Payment is due according to terms indicated on Company’s invoice to Customer, except that COD accounts are due on delivery and considered as CASH sales. All payments will be made in US currency. Customer will pay a late fee of one and one half percent (1.5%) per month of any outstanding balance owed, or the maximum amount permitted under applicable law. The Company reserves the right to withhold shipment of any part of an order or to require pre-payment of any given shipment if Customer does not make timely payment. Customer will pay all applicable taxes, duties, licenses, excises and tariffs (“Taxes”) levied upon the sale, purchase or delivery of the Products. Customer also authorizes Company or its entities to collect on any invoice to customer that is more than 30 days past invoice date on face of invoice via ACH from the customer’s checking or savings accounts or charge against customer’s credit card accounts.
4. **Security Interest:** Customer grants the Company and the Company retains a purchase money security interest in the Products. Customer agrees to cooperate with the Company as may be required to record or perfect the Company’s security interest. if payment of invoice is via lease, Lessee authorizes Company and or Lessor to file such instrument, including but not limited to, any UCC Financing Statements, without Lessee’s signature and, if the signature of the Lessee is required thereon, Lessee irrevocably appoints Lessor as Lessee’s attorney-in-fact to execute and file such Financing Statements or other instrument in the name and on behalf of the Lessee
5. **Returns and Warranty Assistance Service:** Customer may return Products purchased from the Company and receive a credit up to the amount invoiced for the Product, minus shipping and handling charges subject to the Companies then current return policy and the Company determines, in its sole judgment, that Customer is not in default of the Terms and Conditions or any other agreement between the parties. Upon satisfaction of the foregoing, the Company will issue a return material authorization (“RMA”). All returned Products must be shipped by Customer, with freight prepaid, FOB destination and received by the Company within ten (10) business days of the date of issuance of the RMA. Notwithstanding the foregoing, the Company makes no warranty or representations regarding the Products. All other returns of Products are subject to the Company’s prior approval and applicable fees.
6. **Credit Memos and Refunds:** Credit memos may be available to Customer pursuant to Company’s then applicable policies and programs which may include, without limitation, Product returns, co-op advertising, rebates and allowances (“Credit Memos”). Customer may apply Credit Memos to their account balance with the Company. Refunds will be issued, upon request of Customer, only in the event of an overpayment. The Company reserves the right to apply any unused credits which are 60 days or over from the issue date to the oldest outstanding invoice on the Customer’s account.
7. **DISCLAIMER AND LIMITATION OF LIABILITY:** THE COMPANY MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCTS. THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY LOSS, DAMAGE OR COST FOR BREACH OF WARRANTY. THE COMPANY WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY LOSS OF REVENUE, PROFIT, USE OF DATA, INTERRUPTION OF BUSINESS OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN ADVISED OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE. IN NO EVENT WILL THE COMPANY’S LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE BASIS OF THE CLAIM.

Signor’s Initials: \_\_\_\_\_

8. **Export Restrictions:** Customer will obtain all licenses, permits, and approvals required by any government and will comply with all applicable laws, rules, policies and procedures of the United States government. Customer will indemnify and hold harmless the Company for any violation or alleged violation by Customer of such laws, rules, policies, or procedures.
9. **General:** These Terms and Conditions will be construed in accordance with the laws of Illinois other than conflicts of law. CUSTOMER CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE AND FEDERAL COURTS IN COOK COUNTY, ILLINOIS REGARDING ANY DISPUTES ARISING OUT OF THESE TERMS AND CONDITIONS. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions. The failure of either party to insist upon strict performance of any of the provisions of the Terms and Conditions will not be deemed a waiver of any breach or default. Each of the parties represents that it has the authority to enter into and sign these Terms and Conditions. Any notice given to either party will be in writing and effective by transmission via facsimile, e-mail and regular mail to the addresses indicated in the Credit Application or as advised in writing by the party. The Company will be entitled to receive all costs, including attorney's fees and costs, incurred as a result of enforcement of any provision hereof or collection of any sum due from Customer. If any provision of these Terms and Conditions are unenforceable as a matter of law, all other provisions remain in effect. The Company may assign these Terms and Conditions. Customer may not assign these Terms and Conditions without prior written approval of the Company. The Company will not be liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics and similar occurrences. These Terms and Conditions constitute the entire agreement between the parties as to the Sale of Products and supersede all prior or current written or oral statements, representations, negotiations, agreements, and understandings regarding the Sale of Products. These Terms and Conditions may be amended or modified only in writing, signed by both parties
10. **Shipping & Freight Insurance:** Customer acknowledges that ownership of product and responsibility for claims of shipping damage belongs to the Customer FOB the Company. Customer may elect to insure the product with shipper at time of order or obtain an umbrella policy to cover Customer in the event product is damaged in shipment. Customer acknowledges that Customer accepts products from the Company upon the Company's delivery of product to shipper.

**ACCEPTANCE of CREDIT AGREEMENT and TERMS and CONDITIONS of SALE**

By signing or the acceptance of this document by an authorized signor, the owner/s both individually and on behalf of the company being referred to herein: (1) acknowledge and agree to all of the Terms and Conditions of the Company's credit application and terms and conditions of sale; (2) certify that, the signor is authorized to bind the company and yourself/themselves individually to this agreement and application for the business named in this application ("Customer") and that all information and documents provided herein are true, correct and complete; (3) authorize the Company to obtain personal credit reports on the principals and any business credit reports on Customer and to provide credit information to others regarding you/customer; (4) acknowledge and agree that all owners and principals of applicant company will be personally liable for any amounts owed by Customer to the Company and its affiliates.

**Customer Company Name:** \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_