

Carolina Wholesale

New Account/Credit Application/Terms & Conditions & Agreement

425 East Arrowhead Drive, Charlotte, NC 28213

PH: 800-521-4600 FAX: 800-809-7132

For the purpose of obtaining an extension of credit from Carolina Wholesale Office Machine Company, Inc., complete the information below and sign where indicated to accept all terms and conditions:

COMPANY NAME _____	APPLICATION DATE _____
BILLING ADDRESS _____	DBA NAME _____
CITY, STATE, ZIP _____	A/P CONTACT NAME _____
BUSINESS PHONE _____ FAX NO. _____	A/P CONTACT EMAIL _____
FEDERAL ID # _____ YEARS IN BUSINESS _____	CELL PHONE NO. _____
SHIPPING ADDRESS _____	Do we have permission to fax/email promotions, updates & pricing to you? Yes <input type="checkbox"/> No <input type="checkbox"/>
CITY, STATE, ZIP _____	

****COPY OF RESALE CERTIFICATE(S) OR TAX EXEMPT FORM(S) MUST ACCOMPANY THIS APPLICATION****

<u>TRADE REFERENCES</u> (Office Products Industry only, must provide 3)		Applying for (check one):
Company Name _____	Account # _____	<input type="checkbox"/> Credit Card Terms
Address _____	Fax # _____	<input type="checkbox"/> Net Terms
City _____ State _____ Zip _____	Phone # _____	
Company Name _____	Account # _____	
Address _____	Fax # _____	
City _____ State _____ Zip _____	Phone # _____	
Company Name _____	Account # _____	
Address _____	Fax # _____	
City _____ State _____ Zip _____	Phone # _____	

BANK REFERENCE:	
Bank Name _____	Account # _____
Address _____	Fax # _____
City _____ State _____ Zip _____	Phone # _____
By signature below customer agrees to pay all bank fees, if any, associated with obtaining the bank reference information	

Estimated monthly purchases (for purpose of establishing credit line) \$ _____

TYPE OF OWNERSHIP: ___ CORPORATION ___ PARTNERSHIP ___ INDIVIDUAL	
Name of Officers/Principals: _____	Title: _____
Social Security Number (Individual, Sole Proprietorship, Partnership): _____	

SIGNATURE*: _____ Print Name: _____

Title: _____ Email Address: _____

*** Your authorization to obtain bank references along with acknowledgement of receipt and your acceptance of Terms and Conditions attached. MUST be Owner if Sole Proprietorship or Partnership or, an Officer of Company if Corporation.**

GUARANTY

The undersigned, jointly and severally, guarantee the payment, when and as due, to Carolina Wholesale Office Machine Company Inc., ("Carolina Wholesale") its successors and/or assigns of any and all amounts from time to time owing by Customer to Carolina Wholesale. The undersigned waives notice of acceptance of this Guaranty or any extensions in time of payment, and of all other notices to which the undersigned would be otherwise entitled by law and agree to pay all amounts owing hereunder upon demand, without requiring any prior action or proceeding against Customer. In the event an attorney is employed to enforce this Guaranty, the undersigned agrees to pay, in addition to the past due obligations, reasonable attorney/collection fees.

This _____ day _____, 20__.

_____ (Principle Signature) _____ (Print Name) _____ (Co-Principle Signature) _____ (Print Name)

Carolina Wholesale

TERMS AND CONDITIONS

In consideration of Carolina Wholesale Office Machine Company Inc., (“Carolina Wholesale”), accepting Customer’s application for credit and in consideration of any extension of credit by Carolina Wholesale to Customer, and the sale of any goods to Customer, intending to be legally bound hereby, Customer agrees as follows:

1. The Customer hereby represents that the information herein contained is true and correct and hereby authorizes Carolina Wholesale to contact the designated references as well as any or all appropriate credit bureaus for information pertaining to the credit worthiness and financial responsibility of the Customer.
2. Carolina Wholesale may, but shall not be bound to, extend credit to Customer in its sole discretion and in its sole discretion may modify or withdraw at any time credit terms extended by it to Customer.
3. Terms and Conditions of Sale – Terms are Net 30 with approved credit. Any sale of goods by Carolina Wholesale to Customer shall be governed solely by these Terms and Conditions and the Terms and Conditions appearing in the sales catalog, on the invoice from Carolina Wholesale or as otherwise established from time to time by Carolina Wholesale. Any additional or different conditions of sale appearing in Customer’s purchase order form or elsewhere are hereby superseded by Carolina Wholesale’s conditions of sale, unless agreed to in writing, by the duly authorized representative of each party.
4. Security Agreement - Customer hereby grants to Carolina Wholesale and Carolina Wholesale retains a purchase money security interest in all goods sold (whether now or hereinafter) by Carolina Wholesale to Customer together with a security interest in all proceeds thereof. Customer authorizes Carolina Wholesale to file in all appropriate public registries a UCC financing statement to perfect its security interest. The obligations of the Customer are not assignable without the written consent of Carolina Wholesale.
5. Limitation of Liability & Disclaimer of Warranty – Except as provided separately in writing by Carolina Wholesale, the goods are being provided “as is” without warranty of any kind. Distributor hereby disclaims all warranties, whether express or implied, oral or written, with respect to the goods including, without limitation, all implied warranties of title, non-infringement, merchantability or fitness for any particular purpose and all warranties implied from any course of dealing or usage of trade. Further, to the maximum extent permitted by applicable law, Carolina Wholesale’s cumulative liability to customer for any claim(s) arising under this agreement or relating to the goods, whether in contract, tort, indemnity, or other theory of liability, shall be limited to the purchase price of the goods affected by such claims, and in no event shall Carolina Wholesale’s cumulative liability to customer exceed the total purchase price of such goods affected by such claim(s) in the three months prior to such claim(s) arising. In addition, to the maximum extent permitted by applicable law, in no event shall Carolina Wholesale be liable to customer for lost profits, loss of use or indirect, special, incidental or consequential damages for any claim(s) related to the goods, whether in contract, tort or any other theory of liability, even if advised of the possibility of such damages.
6. Interest on Late Payment – In the event that any obligation of Customer to Carolina Wholesale is not paid on the due date thereof, Carolina Wholesale shall be entitled to charge Customer interest on the full amount of the unpaid obligation at a rate of 1.5% per month (18% per annum), but not in excess of the lawful maximum, commencing on the due date of the obligation and continuing until the obligation is paid in full.
7. Attorney/Collection Fees – In the event Carolina Wholesale shall determine, in its sole discretion, to use the services of any attorney/collection agency to collect any past due obligations of Customer, Customer agrees to pay, in addition to the past due obligations, reasonable attorney/collection fees.
8. Past Due Accounts – Open account terms will be suspended if invoices are not paid within specified terms and subsequent orders may be held until the account is paid current. A \$50.00 handling charge will be assessed on all returned checks.
9. Governing Law and Consent to Jurisdiction – This Agreement and the Terms and Conditions and any and all dealings between Carolina Wholesale and Customer shall be construed as having been made or to have taken place in the County of Mecklenburg, State of North Carolina, without regard to its principles of conflict of laws and no other jurisdiction. In the event of any dispute between Carolina Wholesale and Customer arising out of or in connection with the Agreements, all actions or disputes shall be brought and tried only in the County of Mecklenburg, State of North Carolina and violation of this covenant will bar recovery by Customer in any other court.

**INVOICE BY E-MAIL SERVICE AGREEMENT
(OPTIONAL)**

1. This Agreement is effective from the date of acceptance by Carolina Wholesale Office Machine Company Inc., ("Carolina Wholesale") and shall continue in full force unless cancelled by either party with 30 days written notice. Carolina Wholesale reserves the right to modify or cancel this Agreement at any time for noncompliance with the terms and conditions set forth, including the stipulation that the Customer remain in good standing according to Carolina Wholesale's Terms & Conditions as specified in Carolina Wholesale's catalog, and available on line, as amended from time to time and shall apply to all transactions electronic or otherwise with Carolina Wholesale.
2. Carolina Wholesale shall provide the Customer with a PDF format of the Invoice delivered via E-mail. Carolina Wholesale shall no longer be required to send any hard copies of the Invoice to the Customer by mail thereafter.
3. Carolina Wholesale will make available to the Customer electronic records of the Invoice in electronic or paper form (as the case may be) upon the Customer's request by calling the credit department.
4. The Customer will be solely responsible for retaining sufficient and adequate copies of the Invoice for the Customer's internal purposes.
5. The Customer agrees that Carolina Wholesale will use the e-mail address provided here within. Carolina Wholesale shall send to the Customer the Invoice via e-mail the following business day. The Customer acknowledges that they will be deemed to receive the e-mail unless Carolina Wholesale receives a notification that the email did not reach its intended recipient and the records of Carolina Wholesale shall be conclusive in this regard.
6. Customer shall provide Carolina Wholesale notice of any change to contact information, including the email address, by sending an email to invoice@cwolesale.com or by calling the Carolina Wholesale Credit Department at (800) 521-4600.

Please complete and return by fax to: 800-809-7132

***Company Name ("Customer"):** _____

***Phone Number:** _____

Carolina Account # (if already assigned): _____

Primary User/Administrator:

***Name (Print):** _____

***Email (Print carefully):** _____

I have read, understand and accept all terms and conditions listed in this Agreement

Company Name:

*Authorized Signature

Date

*(Print) Name and Title

For internal use only:

Date

Signature

(Print) Name and Title

Carolina Wholesale Office Machine Co.
425 East Arrowhead Dr
Charlotte, NC 28213

***Required Information.** (Incomplete forms will result in delayed access to e-commerce sites and information.)

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

***** THIS DOCUMENT MUST BE COMPLETED IN ITS ENTIRETY TO BE VALID *****

Issued to Seller: Carolina Wholesale Office Machine Company, Inc.

Address: 425 East Arrowhead Drive, Charlotte NC 28213

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2-4)

Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State **State Registration, Seller's Permit, or ID**
Number of Purchaser

AL¹ _____
AR _____
AZ² _____
CA³ _____
CO⁴ _____
CT⁵ _____
DC⁶ _____
FL⁷ _____
GA⁸ _____
HI^{4,9} _____
ID _____
IL^{4,10} _____
IA _____
KS _____
KY¹¹ _____
ME¹² _____
MD¹³ _____
MI¹⁴ _____
MN¹⁵ _____

State **State Registration, Seller's Permit, or ID**
Number of Purchaser

MO¹⁶ _____
NE¹⁷ _____
NV _____
NJ _____
NM^{4,18} _____
NC¹⁹ _____
ND _____
OH²⁰ _____
OK²¹ _____
PA²² _____
RI²³ _____
SC _____
SD²⁴ _____
TN _____
TX²⁵ _____
UT _____
VT _____
WA²⁶ _____
WI²⁷ _____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

(Owner, Partner or Corporate Officer)

Title: _____

Date: _____