

7002 S. Revere Pkwy  
STE. #90  
Centennial, CO 80112  
Office: (720) 488-9800  
(800) 381-1083  
Fax: (720) 488-9885

**MICROSEL**

Thank you for your interest in establishing a new account with Microsel of Colorado, LLC. At Microsel, we believe this is an exciting new venture for both parties. Helping you grow your business is our goal **and** our intention. We are confident you will find our ease of doing business a benefit in attaining this goal.

In order to facilitate and assist us in expediting your new customer application, please include the appropriate documents from the list below.

- New Customer Application
- Sales Tax Exemption Certificate – Multi-Jurisdiction Form (if applicable)
- Provide a copy of your organizations current State of Colorado Sales Tax License (if applicable)
- Financials – if applying for 20k or greater credit limit
- Credit Card Authorization (if applicable)

Please mail or fax the above information to:

Microsel of Colorado, LLC  
Attn: New Accounts Dept.  
7002 S. Revere Parkway #90  
Centennial, CO 80112  
Fax 720.488.9885  
Phone 720-488-9800

We look forward to providing your company with the best service in the industry and developing a long and prosperous business relationship.

Regards,

Daniel J. Cashman



Microsel of Colorado, LLC  
7002 S. Revere Way, Suite 90  
Centennial, CO 80112

(800) 381-1083 (720) 488-9800 FAX (720) 488-9885

**New Customer Application:**

Legal Company Name: \_\_\_\_\_ Colorado  
Resale #: \_\_\_\_\_  
Federal ID#: \_\_\_\_\_ Email \_\_\_\_\_  
Bill to Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_  
Ship to Address (if different from above) \_\_\_\_\_

**Terms:**

Credit Card (AMEX, VISA, M/C)  COD  Net 15 Days (Amount) \$ \_\_\_\_\_

Note: Company financial statements must be supplied for all credit lines over \$20,000.

How long in Business \_\_\_\_\_ Average Yearly Sales \_\_\_\_\_ Do you build your own PC's \_\_\_\_\_

**Principals:**

Name: \_\_\_\_\_ Position \_\_\_\_\_ SS# \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone # \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ email \_\_\_\_\_

Name: \_\_\_\_\_ Position \_\_\_\_\_ SS# \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone # \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ email \_\_\_\_\_

**Trade Suppliers:**

1. \_\_\_\_\_ 2. \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_ Acct #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Acct #: \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_ Acct #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Acct #: \_\_\_\_\_

**Bank Information:**

Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Address: \_\_\_\_\_

Banking Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**I authorize the release of credit information to Microsel of Colorado, LLC.**

Signed \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Agreement:**

In the event payment is not made and this account is referred to collection, I agree to pay the cost of collection equal to a minimum of 25% of the principal amount. I understand interest on any unpaid balance will be charged at the highest interest rate allowed by law. If suit or action by an attorney is instituted, I promise to pay reasonable attorney fees in the said suit or action. I also agree not to withhold moneys due for any reason. I have read Microsel of Colorado, LLC Standard Terms And Conditions of Sale (see page 2) in full and agree to the terms therein.

Signed \_\_\_\_\_ Date \_\_\_\_\_

I hereby agree to bind myself personally to any and all obligations incurred as a result of this application issued to Microsel of Colorado, LLC.

Signed \_\_\_\_\_ Date \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS OF SALE

**TERMS HEREIN:** MICROSEL OF COLORADO LLC, shall hereinafter be referred to as "The Company"

**PRICES TERMS OF PAYMENT:** All prices quoted are exclusive of taxes, freight charges, and handling charges. All goods are payable COD cash, **credit card**, or cashier's check immediately upon receipt. Unless otherwise stated by the Company. A finance charge of one point five percent (1.5%) simple interest per month shall be applied to past due accounts.

**FEES AND COSTS:** Purchaser shall pay all cost and expenses incurred by the Company in collection of any sums owing by the purchaser, including reasonable legal fees. Each returned check shall be subject to a **thirty five-dollar USD (\$35.00 USD)** handling charge.

**SECURITY INTEREST:** Upon delivery and acceptance by the purchaser, as security for the due and punctual payment of any sums due there under or under any purchase order from the purchaser to the Company, purchaser hereby grants to the Company a continuing security interest in all the products and any proceeds thereof in which the purchaser now has or hereafter has any right, title or interest. Purchaser shall join the Company at the Company's request in executing a financing statement, any amendments thereto and continuation statements and pay the cost of the filing of the same whenever the Company deems desirable and execute and deliver to the Company all documents and instruments, and perform such other acts as the Company may reasonably request in order to effectuate fully the purpose of this grant of security interest. In the event the purchaser is in default under the security agreement provided herein, the Company shall have all rights and remedies provided by law.

**DELIVERY:** Shipment of all products shall be F.O.B the Company warehouse, unless otherwise indicated. In the event of damage: delay or loss due to the mishandling in transportation, purchaser shall deal directly with the common freight carrier. Purchaser shall provide the Company with shipping instructions. If no specific instructions are given, the Company will select the most reasonable shipping method to ensure on time delivery, with reasonable freight cost. The Company is not liable for any freight charge for shipment due to the absence of shipping instructions from the purchaser. All risk of loss or damage to products shall be passed to the freight carrier, purchaser or purchase agent at F.O.B point.

**LIMITED DEPOT WARRANTY:** The Company warrants its products, F.O.B the Company warehouse, to the original purchaser for: (i) One (1) year for parts and labor from the date of the invoice for fully configured systems (that include but are not limited to an operating system) unless additional or extended warranty is purchased at the time of purchase and appears on the original invoice. (ii) Ninety (90) days for parts orders from the date of invoice. (iii) Ninety (90) days for used and/or remanufactured computer systems and/or peripherals.

During the warranty period the Company warrants their products to be free from defects in workmanship or material under normal, proper usage or service conditions within the warranty period. Should a product prove to defective by reason of improper workmanship or material under normal, proper usage or service conditions within the warranty period specified the Company will; at its sole option, repair or replace the product without charge for parts or labor, according to the limited warranty.

The warranties are subject to the following conditions: (i) The limited warranty is not applicable if the product is damaged by accident, improper installation or maintenance misuse, lightning, fire, water, or other acts of nature, or by excessive or inadequate electrical power surges or other irregularities: The warranty is void if the product is altered or repaired or installed with additional options or parts by anyone other than the Company or a Company authorized repair and service station.

SHOULD THE COMPANY'S PRODUCTS PROVE TO BE DEFECTIVE, SOLE REMEDY SHALL BE SUCH REPAIR OR REPLACEMENT AS PROVIDED HEREIN, IN NO EVENT SHALL THE COMPANY PROVIDE A REFUND OR DISCOUNT, OR BE LIABLE FOR ANY LOSS OF USE, REVENUE, ANTICIPATORY PROFIT AND DIRECT OR INDIRECT CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALE, USE IN OPERATION, OR THE INABILITY TO USE THE PRODUCTS.

EXCEPT AS OTHERWISE NOTED IN THIS SECTION, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH THE RESPECT TO ANY OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO, WARRANTIES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

**INTELLECTUAL PROPERTY:** IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS. NOR SHALL THE COMPANY BE LIABLE FOR ANY AMOUNT EXCEEDING THE SUMS PAID BY PURCHASER OF THE COMPANY.

**RETURNS, REFUNDS, AND RESTOCKING CHARGES:** For non-defective products, the Company does not accept return of sold products after (30) days from the Company's invoice date, nor does the Company refund or credit back the purchase amount after the aforementioned period of time. Credits/Refunds issued after purchase are for store credit only. To qualify for a refund or credit back, purchaser must notify the Company to obtain proper authorization from the Company, and at the purchaser's expense deliver the product(s) to the Company's warehouse within the aforementioned 30-day period of time. Refunds or credits back on non defective products shall be credited back at the fair market value of the actual product, not including shipping and handling expenses of the purchaser. The Company shall apply a twenty- percent (20%) restocking charge against the purchaser. In no event shall the Company accept returns of refurbished products for a refund or credit back. The Company will accept returns of refurbished products for repair only. Purchases made via credit card will receive in store credit only. Microsel of Colorado LLC will not allow the return or issue credit for open/unopened software.

**RETURN MERCHANDISE AUTHORIZATION (RMA) PROCEDURES:**

- RETURNS:** If the purchaser seeks to repair or replace products. An RMA number must first be obtained from the company. To obtain an RMA number, the Purchaser should go to [www.Microsel.com](http://www.Microsel.com) to complete an Online Return Merchandise Authorization Request or print the Return Merchandise Authorization Return Form and fax to (720) 488-9885. The purchaser is required to provide the invoice number, model number, serial number, account number and the detailed reason for the return. The company must receive returned products within fifteen (15) days after issuance of an RMA number. Returned products must be complete as purchased including parts, drives, manuals, cables, accessories, etc. Products should be returned to the company freight pre-paid in the original packaging as purchased. The RMA number must be marked clearly on the mailing label(s). No freight collect or C.O.D. on return RMA shipment will be accepted by the Company for the return of defective products. Purchaser is required to test and identify the nature of the defect. Should the Company find the product to be non defective, such product will be returned to purchaser freight collect. If the product is confirmed to be defective and is still under warranty the Company will repair or replace product to the purchaser at the Company's cost. In the event that this return procedure is not followed by the purchaser the Company reserves the right to refuse shipments and impose handling charges. All missing parts, drives, manuals, cables and accessories not returned to the Company shall be deducted, at fair market value.
- DEFECTIVE ON ARRIVAL (D.O.A.):** Purchaser must report products as D.O.A. within ten (10) days from the shipping date listed on the invoice.

**GOVERNING LAW, JURISDICTION AND VENUE:** All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder, shall be determined in accordance with the applicable provisions of the law of the State of Colorado, without giving effect to the choice of law principals. Should legal action commence to interpret or enforce the terms of this Agreement, jurisdiction and venue shall be in the Municipal or Superior Courts of the County of Arapahoe, State of Colorado.

**ATTORNEY FEES:** If any legal action is brought for the interpretation or enforcement of this Agreement, or any rights of the parties with regard to this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and expenses, and any cost associated with any enforcement proceeding.

\_\_\_\_\_ Customer Initials

## SALES TAX EXEMPTION CERTIFICATE MULTI - JURISDICTION

*See reverse side for instructions.*

|  |   |               |                                 |
|--|---|---------------|---------------------------------|
| Issued to (Seller)   |   | Address       |                                 |
| <b>I<br/>CERTIFY<br/>THAT</b>  | Name of Firm (Buyer)  |               |                                 |
|  | Street Address or Post Office Box Number  |               |                                 |
|  | City  | State         | ZIP Code                        |
| <b>QUALIFIES<br/>AS<br/>(Check each<br/>applicable<br/>item)</b>   | <input type="checkbox"/> WHOLESALER <input type="checkbox"/> RETAILER <input type="checkbox"/> MANUFACTURER <input type="checkbox"/> LESSOR* (See note on reverse side) <input type="checkbox"/> CHARITABLE OR RELIGIOUS  |               |                                 |
|  | <input type="checkbox"/> POLITICAL SUBDIVISION OR GOVERNMENTAL AGENCY <input type="checkbox"/> OTHER (Specify) _____  |               |                                 |
|  | 1) and is registered with the below listed states and cities within which your firm would deliver purchases to us which are for resale or lease by us in the normal course of our business which is _____ or  |               |                                 |
|  | 2) that such purchases are exempt from payment of sales or use tax in such states and cities because our buyer is: <input type="checkbox"/> CHARITABLE OR RELIGIOUS<br><input type="checkbox"/> POLITICAL SUBDIVISION OR GOVERNMENTAL AGENCY <input type="checkbox"/> OTHERWISE EXEMPT BY STATUTE (SPECIFY) _____ |               |                                 |
| City or State  | State Registration or ID Number   | City or State | State Registration or ID Number |
| City or State  | State Registration or ID Number   | City or State | State Registration or ID Number |
| City or State  | State Registration or ID Number   | City or State | State Registration or ID Number |
| <b>If the list of states and cities is more than six (6), attach a list to this certificate.</b>   |   |               |                                 |
| <i>I further certify that if any property 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 direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.</i> |   |               |                                 |
| General description of products to be purchased from the seller  |   |               |                                 |
| <i>Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.</i>  |   |               |                                 |
| Authorized Signature (Owner, Partner or Corporate Officer)   |   | Title         | Date                            |

**TO OUR CUSTOMERS:**

In order to comply with the majority of state and local sales tax law requirements, it is necessary that we have in our files a properly executed exemption certificate from all of our customers who claim sales tax exemption. If we do not have this certificate, we are obligated to collect the tax for the state in which the property is delivered.

If you are entitled to sales tax exemption, please complete the certificate and send it to us at your earliest convenience. If you purchase tax free for a reason for which this form does not provide, please send us your special certificate or statement.

**\*LESSOR:** A form DR 0440, "Permit to Collect Sales Tax on the Rental or Lease Basis" must be completed and submitted to the Department of Revenue for approval.

**CAUTION TO SELLER:** In order for the certificate to be accepted in good faith by the seller, the seller must exercise care that the property being sold is of a type normally sold wholesale, resold, leased, rented, or utilized as an ingredient or component part of a product manufactured by the buyer in the usual course of his business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities.

Misuse of this certificate by the seller, lessor, buyer, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificates in some states or cities.



## Credit Card Authorization Form

To provide a credit card payment option, it is necessary that we maintain this authorization form on file. Please fill out this form & fax it back to Microsel of Colorado at 720-488-9885. Please print or type legibly.

**Step 1: Please Fill Out Completely**

Credit Card Type:  MasterCard  Visa  American Express

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Cardholder's Name: \_\_\_\_\_ Security Pin (3-digit code on back of card) \_\_\_\_\_

Cardholder's Billing Address: \_\_\_\_\_ Billing Phone: \_\_\_\_\_  
(This is the address where you receive your statement) (Billing Phone Number)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Name: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cardholder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Step 2: Please Choose Option A or B**

**Option A:**

I, \_\_\_\_\_ hereby authorize Microsel of Colorado, LLC to charge my credit card for all purchases made by telephone, fax, e-mail, or website.

Cardholder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

OR

**Option B:**

I, \_\_\_\_\_ hereby authorize Microsel of Colorado, LLC to charge my credit card for this purchase only.

Cardholder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please be advised that we do not share information provided to us with any third party. We take special care to make sure that all account and personal information is held in the strictest of confidence.**

**Microsel of Colorado, LLC  
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