

# Credit Application

## Data Access / Datapatch

**40 Eisenhower Drive**  
**Paramus, NJ 07652-1404**  
**Tel. (201) 843-5468**  
**Fax (201) 843-2945**

Please Complete all information and mail, or fax all pages to our Credit Department. Include your current financial statement. **SIGNATURE(S) ARE REQUIRED.**

### Company Information

Company Name		Application Date
Street Address	Phone	Fax
City	State	Zip
Billing Address	Phone	Fax
City	State	Zip
Shipping Address	Phone	Fax
City	State	Zip

Prior name(s) under which you did business in the last 7 years, including all prior corporations with which you merged or prior companies with the same owners

Name	Address	City	State, Zip

### General Information

Type of Business	Date Founded
Partnership    Proprietorship Corporation, State of _____ Inc. Year _____	At present Location since (date)
Reseller TIN:	Affiliated Companies / Address
Accounts Payable contact	
Phone Number	

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Principal Owners, Partners, Stockholders or Officers

Name	Title	Social Security #	Home Address

Person(s) who may authorize payments and place orders

Name	Title	Phone Number

Person(s) who may sign checks

Name	Title	Phone Number

Bank References (if more than one, please use separate sheet of paper)

Bank			Account Number
Branch			Bank Officer
Address			Phone Number
City	State	Zip	Fax Number

Trade References (if more than two, please use separate sheet of paper)

Name			Account Number
Address			Phone Number
City	State	Zip	Fax Number
Name			Account Number
Address			Phone Number
City	State	Zip	Fax Number

## TERMS AND CONDITIONS OF SALE

1. **Payment Terms** - Terms of payment for open accounts are net 30 days from the date of shipment / invoice. Delinquent invoices or portions thereof are subject to an interest charge of 1.5% (or the maximum rate allowable by applicable law) per month. Overdue and delinquent account balances are subject to being placed for collection and Buyer agrees to pay all expenses incurred, including collection fees, court costs and reasonable attorney's fee.
2. **Pricing** - Prices are exclusive of all federal, state, or local taxes. All taxes applicable to products purchased shall be paid by the Buyer, or in lieu thereof, Buyer shall provide Data Access / Datapatch with a tax exemption certificate acceptable to tax authorities. Unless otherwise agreed and clearly stated on the quote and purchase order, prices do not include shipping costs. Products will be shipped by UPS Ground Service (or equivalent) unless otherwise specified on a purchase order. Shipping and handling charges will be calculated from Data Access / Datapatch dock with freight prepaid and added (unless otherwise noted on the purchase order and agreed to by Data Access / Datapatch).
3. **Delivery** - Delivery dates shall be subject to and contingent upon timely receipt of purchase order by Data Access / Datapatch, together with Buyer credit qualifications. Data Access / Datapatch shall not be liable for failure to meet any promised delivery date due to credit qualification delays, force majeure, work stoppages, strikes, component unavailability, delays by component vendors, delay or default of common carrier or any unforeseeable event or circumstance.
4. **Discrepancy / Failed Delivery Claims** - Products are shipped FOB Data Access / Datapatch dock and risk of loss due to damage or shortage or non-delivery due to carrier fault lies with the Buyer. The Buyer should file all claims for damage or shortages with a carrier handling the shipment. Claims stemming from discrepancies between invoiced descriptions or quantities and actual product received by the Buyer due to the error by Data Access / Datapatch must be made in writing within thirty (30) days of invoice date. Any such claim not presented within that time limit will be waived and actual delivery of invoiced items and quantities shall be conclusively presumed.
5. **Returned Material** - In the event of Buyer ordering error, material may be returned for credit toward purchases of other Data Access / Datapatch products less a twenty percent (20%) handling charge for restocking. No credit will be issued for return of goods older than sixty (60) days (from the date of shipment) or for products not returned in their original unopened factory carton. A "Return Material Authorization" (RMA) number and specific shipping instructions must be obtained from Data Access / Datapatch before any material may be returned.
6. **Minimum Order** - Minimum order amount - \$50.00. Handling fee is \$5.00 per order / box. Orders under \$50.00 are subject to \$10.00 handling fee.
7. **Alteration of Terms and Conditions** - No alteration or waiver of the terms and conditions contained herein shall be effective unless authorized in writing and signed by a corporate officer of Data Access / Datapatch. In the event that Buyer submits a purchase order with terms that are at variance or in conflict with the terms and conditions of sale contained herein, such purchase order terms shall have no effect to the extent that they may conflict and the Data Access / Datapatch terms and conditions of sale shall prevail.
8. **Change of Buyer's Name or Address; Reorganization** - Buyer hereby agrees to notify Data Access / Datapatch Credit Department in writing of any changes of name or address of any corporate reorganization or change of ownership which may affect the information on this Credit Application.
9. **Acceptance of Purchase Orders** - All sales are subject to acceptance and no sales are final until accepted by Data Access / Datapatch at its headquarters in Paramus, New Jersey.

The undersigned hereby certify that they have read and agree to the above terms and conditions of sale and certify that the information submitted is true and correct.

Date	Authorized Signature(s)	Title
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The **UNDERSIGNED** does hereby agree to the above terms and conditions of sale and assumes personal responsibility for payment of said account. This is an unconditional guarantee and may not be revoked except by written notice to Data Access / Datapatch.

Date	Authorized Signature
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**Authorization to release Confidential Information**

**To Bank:**

**Name:** \_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**From Data Access / Datapatch prospective customer:**

**Name:** \_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Please accept this as an authorization to release information about our business checking / savings accounts listed below to Data Access / Datapatch for the purposes of establishing a line of credit. I (We) understand that this information will be kept in strictest confidence between Data Access / Datapatch and your organization.**

**Checking Account No.** \_\_\_\_\_

**Savings Account No.** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

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**Payment Terms:**

- All invoices are due **30 days** from date of the shipment/invoice.
- Delinquent invoices or portions thereof are subject to an interest charge of 1.5 % (or the maximum rate allowable by applicable law) per month.
- Overdue and delinquent account balances are subject to being placed for collection and Buyer agrees to pay all expenses incurred, including collection fees, court costs, and reasonable attorney fees.

\_\_\_\_\_ (Company) agrees to abide by all terms and conditions set forth above and to pay all invoices 30 days from the shipment/invoice date. If not paid by 45 days from the date of the shipment/invoice, approval is hereby given to Data Access/Datapatch to charge the amount of any unpaid invoices to the credit card listed below (**Credit Card Number is Required**).

<b>Credit Card Number:</b>	_____	<b>Expiration:</b>	_____
<b>Name on Card:</b>	_____	<b>Title:</b>	_____
<b>Signature:</b>	_____	<b>Date:</b>	_____