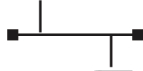


**LAN**



**COMM Technologies**

**CREDIT APPLICATION**

11107 Wurzbach Road, Suite 405  
San Antonio, Texas 78230-2570  
Office (210) 681-2505  
Fax (210) 681-2509  
www.lctinc.net

DATE \_\_\_\_\_

**CREDIT AMOUNT REQUESTED** \_\_\_\_\_

LEGAL FIRM NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

BILLING ADDRESS (IF DIFFERENT) \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

**TYPE OF BUSINESS** \_\_\_\_\_ **DATE ESTABLISHED** \_\_\_\_\_

**TYPE OF OWNERSHIP** CORPORATION  PARTNERSHIP  PROPRIETORSHIP

**CONTACT INFORMATION**

BILLING \_\_\_\_\_ PHONE \_\_\_\_\_ EXT. \_\_\_\_\_

PURCHASING \_\_\_\_\_ PHONE \_\_\_\_\_ EXT. \_\_\_\_\_

**BANKING INFORMATION**

BANK NAME \_\_\_\_\_

CONTACT \_\_\_\_\_ EMAIL \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

ACCOUNT TYPE \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_

**TRADE REFERENCES (TWO REQUIRED)**

NAME \_\_\_\_\_ CONTACT \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_ CREDIT LIMIT \_\_\_\_\_

NAME \_\_\_\_\_ CONTACT \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_ CREDIT LIMIT \_\_\_\_\_

**TO BE COMPLETED BY COMPANY OFFICER**

The information in this application and all financial statements submitted in connection herewith is for the purpose of obtaining credit and is represented by the applicant to be true and complete. The applicant authorizes LAN-COMM Technologies to investigate all credit references and any other matters pertaining to its financial responsibility. It is expressly understood that any credit extended by LAN-COMM Technologies pursuant to this Credit Application is subject to all LAN-COMM Technologies Terms and Conditions on reverse side of this application. Signature below is an acknowledgment and expressed understanding of these Terms and Conditions.

SUBMITTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# TERMS AND CONDITIONS

## Prices and Quotations

All prices and discounts are subject to change without notice. All invoice prices, with the exception of pre-approved uniquely engineered products or future orders, are based on date of order unless previously agreed to in writing. Prices indicated in published literature are current at the time of issue, and are shown for general information and estimating purposes only. These prices are not quotations or offers to sell.

Quotations automatically expire, unless accepted, within thirty (30) days from date quoted, and are subject to termination by Lan-Comm Technologies, at any time prior to receipt and acceptance of Buyer's Purchase Order.

## Payment Terms

Payment terms to domestic Buyers of satisfactory credit are:

NET 30 DAYS FROM DATE OF INVOICE. If in Lan-Comm Technologies's opinion, the financial condition of the Buyer at any time does not justify continuance of shipment on the terms of payment specified, Lan-Comm Technologies reserves the right to require full or partial payment in advance.

## TERMS, INTEREST AND COLLECTION COST

Terms for payment of this order are set forth on all invoices. All sums not paid according to said terms shall be subject to interest or a late charge at the rate of one and one-half percent per month except where the applicable state law prescribes a maximum legal interest rate or late charge and only at the maximum amount allowed by law. In the event it is necessary to place this proposal in the hands of an attorney or collection agency for collection, Purchaser will pay AT2 Communications Inc., reasonable attorney's fees or collection fees.

## Taxes

All taxes applicable to products ordered shall be paid by the Buyer, or in lieu thereof, Buyer shall provide Lan-Comm Technologies with a tax exemption certificate acceptable to the taxing authorities. This obligation shall survive payment of Lan-Comm Technologies's invoice.

## Acceptance of Orders

Neither Buyer's order and/or correspondence pertaining to same, nor Lan-Comm Technologies's shipment of the products ordered shall constitute acceptance or confirmation of the Buyer's order at variance with or in addition to Lan-Comm Technologies's terms as herein set forth.

## Cancellation of Orders

An order once placed with and accepted by Lan-Comm Technologies can be canceled with Lan-Comm Technologies's written consent, and upon terms that will indemnify Lan-Comm Technologies against all resulting losses.

## Limited Warranty

Merchandise to be shipped to the Buyer on any order will be of description confirmed in Lan-Comm Technologies's Packing Acknowledgment. Lan-Comm Technologies makes no actual warranty of its own but will pass through to its Buyer the manufacturer's warranty to the extent that such warranty is provided. In the event that Buyer discovers a product to be defective, Lan-Comm Technologies will assist the Buyer in notifying the manufacturer of such defect and to take such other action as Lan-Comm Technologies deems appropriate.

Lan-Comm Technologies MAKES NO EXPRESS AND/OR IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE (except as to title) other than those expressly set forth above, and in no event does Lan-Comm Technologies assume, nor shall it be liable for CONSEQUENTIAL OR SPECIAL damages, or for installation adjustment or other expenses whether direct or indirect. No waiver, alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of Lan-Comm Technologies.

## New Accounts

To establish an account for you, we need the following information:

(1) a completed and signed credit application.

(2) (Above \$10,000) A current financial statement, preferably audited, including; both profit and loss and balance sheet information.

## Delivery

Shipping dates provided by Lan-Comm Technologies in any manner are approximate and are based on current lead times and available information, Lan-Comm Technologies plans to ship on the scheduled date. If Buyer is not ready to accept shipment, Lan-Comm Technologies must be notified at least thirty (30) days before the shipping date, or special handling charges may be incurred. Unless a specific earliest shipping is requested, all shipments will be made as soon as possible after receipt of order.

Deliveries shall be subject to and contingent upon timely receipt of order by Lan-Comm Technologies together with customer qualification of credit requirements. Lan-Comm Technologies shall not be liable for failure to meet required delivery when due to credit clearance requirements or causes beyond its control, including without limitation, unavailability of product from Lan-Comm Technologies's source of supply, strikes and other labor difficulty, riot, war, fire, delay or default of common carrier, or other delays beyond Lan-Comm Technologies's reasonable control.

## Freight Terms

Unless specified otherwise, point of origin, method and routing of shipments are at the discretion of Lan-Comm Technologies. Deliveries are FOB place of shipment, and when the common carrier accepts a shipment from Lan-Comm Technologies or one of its vendors, this acceptance shall be construed as proof of delivery of all items, boxes and cartons indicated on the bill of lading.

## Specific Terms of Shipping

All Shipments: Freight will be billed at standard carrier rates with the exception of items that require emergency expedited shipment from the vendor to our location. Lan-Comm Technologies reserves the right to pass through any additional expenses incurred for such services at standard carrier rates.

Drop Shipments: An additional charge may be levied based upon vendor Drop shipment fees incurred by Lan-Comm Technologies.

## Export Shipments

On shipments outside the continental United States, freight will be administered under the above policies to the specified point of export.

## General Shipping Information

Unless specified otherwise, shipping method will be at our option with due consideration for cost and safety. Air shipments will be used only for emergency shipments requested by the customer. Faulty, incorrect, or missing material within packages should be called to the attention of the Lan-Comm Technologies within seven days of receipt of goods. A claim for concealed shipping damage should be filed by you with the carrier as soon as it is discovered. When material does not arrive in reasonable time after notice of shipment, Lan-Comm Technologies's Sales Department should be notified.

## Claims

All claims for breakage or shortages should be made upon receipt of the material and should be filed with the carrier handling the shipment. If requested, Lan-Comm Technologies will assist in presenting these claims, but will not assume responsibility for collection of claims. Claims for shortages or non-delivery of shipments must be made within 30 days of invoice date, and failure to make such a claim shall result in a waiver of any right to make any claim for such shortage or non-delivery.

Any buyer who wishes to dispute a delivery of merchandise may submit a written request to Lan-Comm Technologies for a copy of carrier's proof of delivery within 30 days from date of invoice. Failure by buyer to request such proof of delivery within the 30 day time period will result in a waiver of buyer's right to raise the issue of delivery and thereafter delivery will be conclusively presumed.

## Insurance

Since our normal policy is to ship FOB shipping point, title to the goods or merchandise passes to the customer upon delivery to the origin carrier and risk of loss or damage during transit is upon the customer.

## Returned Materials

No product or equipment of any kind will be accepted for return unless that product is in warranty, in an undamaged; sale-able condition, in its original package and complete with all parts and manuals. No product or equipment of any kind may be returned without prior agreement, specific shipping instructions and return merchandise authorization (RMA) number from Lan-Comm Technologies.

Lan-Comm Technologies will not accept any responsibility for material returned without authorization. An RMA number may be obtained from the RMA administrator. All materials must conform to the authorization request or they will be returned as unauthorized.

## A. Returns to Lan-Comm Technologies

1. If requested, a return authorization form will be provided. It will outline shipping instructions indicating the location authorized to accept return material; A copy of return authorization to be used as packing slip, and shipping labels.

If you receive your authorization over the telephone, your account representative will provide you shipping instructions. It will be necessary for you to use your own label and mark your packages accordingly. Customer must request a RMA within 45 days of invoice.

2. All shipments must be made prepaid.

3. Lan-Comm Technologies authorization to return material expires 60 days from date of issue. If material has not been shipped by expiration date, a new return authorization must be requested.

4. Lan-Comm Technologies will issue credit after the material has been received and inspected by the designated RMA Administrator.

## B. Returns to Manufacturer

1. Lan-Comm Technologies on customers behalf will obtain manufacturer return merchandise authorization (RMA) when request is due to: defective material; vendor shipping or packaging error. Customer must request a RMA within 45 days of invoice.

2. Lan-Comm Technologies will issue credit when credit is received from the manufacturer. If reason for return is due to over-shipment by Lan-Comm Technologies or by vendor's error, credit will be issued against the original invoice for material and shipping. If return is for other reasons, an appropriate credit will be issued based upon the condition of returned materials, handling, repair and inspection costs, etc. Some arrangements to return defective materials under warranty or for repair should be handled directly with the manufacturer. Lan-Comm Technologies will assist in obtaining necessary shipping instructions.

## Restock Charge

An appropriate restock charge will be assessed upon the return of products because of customer ordering error, or late cancellation of order, or when assessed by the manufacturer.

## Partial Shipments

Unless otherwise agreed, Lan-Comm Technologies reserves the right to invoice for partial shipments.

## Seller's Right of Possession

In addition to all remedies Lan-Comm Technologies may possess, and shall have the right, at any time, for credit reasons or because of Buyer's default or defaults, to withhold shipments in whole or in part, to recall goods in transit, retake same, and repossess all goods which may be stored without the necessity of taking any other action, and Buyer consents that all merchandise so recalled, retaken, or repossessed, shall become the absolute property of Lan-Comm Technologies, provided Buyer is promptly notified of such action and is given full credit therefor.

## Product Installation and Operation

Buyer assumes all responsibility for the proper selection, installation, operation and maintenance of the merchandise purchased from Lan-Comm Technologies or any agent thereof. Lan-Comm Technologies SHALL NOT BE RESPONSIBLE NOR LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT, SPECIAL OR INCIDENTAL DAMAGES whatsoever, except as specifically set forth in the LIMITED WARRANTY.

I hereby accept the above Terms & Conditions - Officers Signature: \_\_\_\_\_ Date: \_\_\_\_\_