

Data Connect Enterprise, Inc. (DCE)/ARC Electronics

3405 Olandwood Court, Olney, Maryland 20832

Phone 301-924-7400 FAX 301-924-7403

Customer Credit Application

Name of applicant _____ (exact business name)

_____ (doing business as)

Dun & Bradstreet # _____

Street address _____

City _____ State _____ Zip Code _____

Phone No. _____ Fax No. _____ Year established _____

Federal Tax ID No. _____ State Resale or Exemption No. _____

Ownership type (check one) _____ Sole Proprietor _____ S Corporation _____ C Corporation _____

_____ Partnership _____ Other

Public Corporation _____ Private Corporation _____

If Corporation, state of incorporation _____ Registered to do business in MD __yes__no

Date of Incorporation _____ State _____

Are you a subsidiary ____ or division ____ (if yes, check which)

Parent Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Will the Parent Company guarantee debts? Yes __ No __

Please indicate your company's primary line of business:

_____ System Integrator	_____ Service Provider	_____ VAR
_____ Water/Power/Utility	_____ Education	_____ Government
_____ Manufacturing	_____ Charitable Organization	

Requested Terms (check one)

_____ Wire/Check Prepayment	
_____ COD-company check	Amount _____
_____ Credit Card	Amount _____
_____ Net 30 days open account	Amount _____

Accts Payable Contact _____ Phone # _____

Fax # _____ E-Mail _____

Name of Controller _____ Phone # _____
Fax # _____ E-Mail _____

Name of the CFO _____
Fax # _____ E-Mail _____

Registered Agent & address _____

Web Site URL: _____ Principal Contact's

E-Mail address: _____

Has this firm ever filed for bankruptcy? Yes ___ No ___

If Yes, please attach explanation. Please provide date, docket # and resolution, if any.

Principal Owners, Stockholders, Partners, Directors &/ or Officers

Name _____ Title _____ SS# _____ Home Phone _____

Home address _____ City _____ State _____ Zip Code _____

Name _____ Title _____ SS# _____ Home Phone _____

Home address _____ City _____ State _____ Zip Code _____

Name _____ Title _____ SS# _____ Home Phone _____

Home address _____ City _____ State _____ Zip Code _____

Name _____ Title _____ SS# _____ Home Phone _____

Home address _____ City _____ State _____ Zip Code _____

Name _____ Title _____ SS# _____ Home Phone _____

Home address _____ City _____ State _____ Zip Code _____

Bank References

Bank 1. _____ Branch _____ Account No. _____

Address _____ Person to contact _____ Phone No. _____

Bank 2 _____ Branch _____ Account No. _____

Address _____ Person to contact _____ Phone No. _____

Credit References

Creditor _____ Account No. _____ Year opened _____

Address _____ City _____ State _____ Zip code _____

Contact person _____ Phone No. _____

Creditor _____ Account No. _____ Year opened _____

Address _____ City _____ State _____ Zip code _____

Contact person _____ Phone No. _____

Creditor _____ Account No. _____ Year opened _____

Address _____ City _____ State _____ Zip code _____

Contact person _____ Phone No. _____

Purchasing Information

Does your company employ a purchase order number system? Yes ___ No ___

If Yes: .Verbal ___ Written ___

List all persons authorized to make purchases:

Name: _____

Billing Address: _____

Shipping Address: _____

City/State: _____ Zip: _____

Phone #: _____

Credit Agreement

Terms and Conditions of Sale

These terms and conditions of sale ("Terms and Conditions") apply to all sales of product and services ("Product") by Data Connect Enterprise, Inc. its subsidiaries and affiliates (hereinafter "Company" or "DCE") to you ("Customer"). Customer for credit hereby agrees that if accepted as a customer by DCE, customer agrees and will comply with the terms and conditions stated on DCE's web sites as well as those stated herein.

1. **Acceptance.** Customer's acceptance of these Terms and Conditions shall be indicated by signing this Credit Application where indicated or submission of a request to purchase Product by any means ("Order"), including the Company's electronic ordering system ("E-System"). The Company's acceptance of Customer's Order is conditioned upon Customer's acceptance of these Terms and Conditions. In the event that Customer's Order is deemed to be an offer, the Company's acknowledgment or performance of the Order is conditioned upon Customer's acceptance of these Terms and Conditions and the Customer's acceptance of delivery without objection to these Terms and Conditions constitutes acceptance of these Terms and Conditions.

2. **Order and Shipment.** Customer will order Product by sending the Company a complete Order, in a form acceptable to the Company. The Company may reject the Order for any reason. The Company will not be bound by any terms or conditions set forth in any Order and this agreement shall prevail should any conflicting terms and conditions be stated therein. Customer agrees not to contest the validity or enforceability of any Order. Delivery will be made in accordance with the Company's shipping policy in effect on the date of shipment. All shipments of Product hereunder will be FOB point of shipment. Insurance coverage, transportation costs and all other expenses applicable to shipment from the Company to Customer's identified place of delivery will be at Customer's sole expense. Company will pay all insurance costs applicable to shipment on behalf of Customer, unless waived in writing by Customer. Customer must notify the Company, by calling the Company's Customer Service Department within fifteen (15) days after delivery, of any claimed shortages or rejections and the Company must receive a written notice ("Shipment Claim"). Failure to give such notice of a Shipment Claim will be deemed an acceptance in full of any such delivery. Approval of and remedy for any Shipment Claim is in the Company's sole discretion. In the event that the Company does not approve the Shipment Claim, Customer will pay the total invoice.

3. **Price and Payment.** Prices for the Product will be as set forth in the Company's then applicable price list or per agreed pricing arrangement exclusive of applicable taxes, duties, licenses, excises, tariffs, fees and shipping costs, which shall be the obligations of the Customer. Payment is due thirty (30) days from date of the Company's invoice, except that COD accounts are due upon delivery. The cash sales price for all materials and services purchased by the customer is due within 30 days after the date of the invoice and shall be paid in the currency of the United States. All payments agreed to under this agreement shall be made payable to Data Connect Enterprise, Inc., at its office located at 3405 Olandwood Court, Olney, Md. 20832, unless another shall be specified by seller. Customer will pay a late fee of one and one half percent (1.5%) per month on 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 Order in the event that the Company determines in its sole judgment that the Customer is unable to make timely payment. Customer agrees to pay reasonable attorney's fees, all costs of court and any other expenses incurred by seller in the collection of any invoice amount.

4. Purchase Money Security Interest. Customer grants the Company and the Company retains a purchase money security interest in all products and services purchased by customer under this agreement to secure payment of amount due. In case of non-payment by customer, seller shall have the right to repossess and sell items purchased under this agreement in accordance with applicable laws of the State of Maryland, or other laws governing jurisdictions outside the State of Maryland. Customer agrees to cooperate with the Company to perfect the Company's security interest. Customer authorizes Company to file any such instrument, including without limitation, any UCC Financing Statements without Customer's signature or on behalf of Customer as Customer's irrevocably appointed attorney-in-fact.

5. Returns and Warranty Assistance Service. Customer may return Product purchased from the Company ("Returned Product") and receive a credit up to the amount invoiced for the Returned Product, subject to the following: (a) the Returned Product is received by the Company within thirty (30) days of the invoice date; (b) the Company's cost for the Returned Product on the date of shipment is not less than the Company's cost to purchase the same Product as the Returned Product on the date of the return; (c) the Returned Product is new and unused; (d) the Returned Product is in its original package, which has not been damaged or altered; (e) 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, and (f) the Company issues a return material authorization ("RMA"), including applicable fees, for the Returned Product. Product purchased from the Company determined to be defective during the applicable manufacturer warranty period ("Defective Product") may be returned to the Company for assistance in processing a manufacturer's warranty, provided that the Defective Product is covered by a manufacturer's warranty, 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 and the Company issues an RMA for the Defective Product. All Returned Product and Defective Product must be shipped by Customer FOB destination and received by the Company within fifteen (15) days of the date of issuance of the RMA. Notwithstanding the foregoing, the Company makes no warranty or representations regarding the Product.

6. Freight & Insurance. All shipments are FOB origin. You may elect to insure the product or you can contact your own insurance company to obtain an umbrella policy to cover you in the event product is damaged in shipment. Unless otherwise requested obtaining and paying for insurance is the responsibility of the customer. Customer understands that they will bear the responsibility and costs associated with all damages and losses if they do not obtain insurance. Customer understands that he is responsible for obtaining insurance and will be responsible for the associated costs of the insurance coverage.

7. Credit Memos and Refunds. Credit memos may be available to Customer pursuant to the Company's then applicable policies and programs. The Customer or the Company may apply any

Credit Memos to any amount Customer owes to the Company. Refunds will be issued, upon request of Customer, only in the event of an overpayment and provided that Customer's account with the Company is current.

8. Confidential and Proprietary Information. Each party acknowledges that all non-public information, disclosed as a result of performance of these Terms and Conditions, including without limitation, customer lists, pricing information or other customer-specific or marketing information, whether in tangible or intangible form and however conveyed shall be deemed "Confidential and Proprietary Information". Each party agrees not to disclose or use such information except, (i) in connection with these Terms and Conditions, or (ii) as required by law to do so. Each party agrees to promptly notify the other party of any subpoena or court order compelling disclosure.

9. WARRANTY. DISCLAIMER AND LIMITATION OF LIABILITY. THE COMPANY MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCT. THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCT, 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, UNAUTHORIZED USE OF THE ESYSTEM, 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. IN NO EVENT WILL THE COMPANY'S LIABILITY TO CUSTOMER EXCEED THE LESSER OF (1) THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM, OR (2) \$25,000 THIS DISCLAIMER AND LIMITATION OF LIABILITY PROVISION 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.

10. 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. Customer will indemnify, defend and hold harmless the Company for any violation or alleged violation by Customer of such laws, rules, policies or procedures.

11. General. These Terms and Conditions will be construed in accordance with the laws of Maryland other than conflicts of law. Customer consents to the non-exclusive jurisdiction of any State and Federal Court in Montgomery County, Maryland 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 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 attorneys 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 will remain in effect. The Company may assign these Terms and Conditions. Customer may not assign these Terms and Conditions without the 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 Product and supersede all prior or current written or oral statements, representations, negotiations, agreements and understandings regarding the Sale of Product. The Terms and Conditions may be amended or modified only in writing, signed by both parties. Customer warrants and represents that the information provided as part of this Credit Application is true and correct and acknowledges that the Company will rely on this information in determining financing terms for Customer, if any.

Customer hereby authorizes all banks creditors to release credit information to Data Connect Enterprise, Inc. The foregoing application for customer credit has been completed for the purpose of obtaining credit from Data Connect Enterprise, Inc. The undersigned hereby certifies that the foregoing information is truthful and accurate, and agrees that the applicant if accepted as a customer will be bound by the terms and conditions stated above and states that he or she has authority to bind the applicant to this agreement. Customer acknowledges acceptance of these Terms & Conditions of Sale.

Customer Signature: _____ (Authorized Individual)

Name: _____

Title: _____

Date: _____

Companies requesting a credit line must submit copies of their financial statements for the last two years.

Please Attach: Current Financial Statements (Balance Sheet & Income Statements)
 Current Sales Tax Exemption Certificate Attachments
 Current signed resale certificates for all states to which you will request shipment

Individual Personal Guarantee

I, _____, residing at (Home Address) _____ for good and valuable consideration including Data Connect Enterprise, Inc. extending credit at my request which I hereby acknowledge as having been received by: (Your Company Name) _____ (hereinafter referred to as the "Company"), hereby personally guarantee the payment to Data Connect Enterprise, Inc., (hereinafter "DCE") of any obligation and indebtedness of the Company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the company shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnify for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice hereof and to jury trial and consent to all renewals and modifications of the credit agreement hereby guaranteed. The guarantor grants permission to DCE to obtain information from any and all sources to properly ascertain the guarantor's ability to meet its financial obligations.

GUARANTOR: _____

WITNESS: _____ DATE: _____

Please attach personal financial statement or tax return of the guarantor.

This application has been executed by an authorized agent of the customer and hereby grants permission to DCE to obtain information from any and all sources required to properly ascertain the customer's capability to meet its financial obligations.

This credit application and agreement is submitted by Customer to DCE in order to obtain trade credit and shall remain our property once received. Customer agrees to make payment in full to DCE for all amounts due according to DCE's invoice on or before net due date. Customer also agrees to pay interest on all amounts that are past due. Interest can be charged monthly at 1.5 %. If Customer should default in any payment(s), DCE has reserved the right to declare all invoice amounts due and payable without notice to Customer. Additionally, Customer will be responsible for all collection costs and attorney fees, whether suit is filed or not, in order to collect any delinquent amount. Customer also agrees to provide DCE with updated credit information on request and to provide annual financial statements to DCE as a condition for the continued extension of credit. The undersigned certifies that all of the information contained herein is true and correct to the best of their information, knowledge and belief. For all purchases and transactions, customer agrees to adhere to credit/service policies and terms and conditions established by DCE which may be revised from time to time.

COMPANY NAME: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

Resale Certificate

PRESCRIBED BY THE TAX COMMISSIONER UNDER RULE NO. TX-11-03

BLANKET CERTIFICATE OF EXEMPTION

The undersigned hereby claims exemptions on the purchase of tangible personal property made under this certificate and certifies that this claim is based upon the purchaser's proposed use of the item purchased, the activity of the purchaser, or both, as shown hereon:

PURCHASER MUST STATE PRESCRIBED REASON FOR CLAIMING EXEMPTION OR EXCEPTION

The vendor must attach this certificate to his copy of the invoice or other record of the individual transaction to which it applies.

(Company Name) _____

(Company's Activity, i.e., Manufacturer, Public Utility, Church, etc.) _____

(Company's Address) _____

(Vendor's License, if any) _____

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 cancelled 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: _____

This Form Must Accompany the Credit Application

Bank Information Release

Dear Bank Officer:

I authorize you to release credit information about my account standing, credit line, and payment history to Data Connect Enterprise, Inc. to be used explicitly for the establishment of an open account and credit line. This information is to be kept within the strictest of confidence. This form may be reproduced or photocopied and a faxed copy shall be as effective consent as the original which I have signed.

Signature: X _____
Printed Name: _____
Title: _____
Company: _____

To whom it may concern:

The above customer has given your bank as a reference. Please supply us with the following information, and return to us by fax as soon as possible.

Date account opened (1) _____
 (2) _____

Average account balance (1) _____
 (2) _____

Line of credit

Date established _____
Secured by _____

Amount now owing _____
Payment habits _____
NSF checks _____
Comments _____
Officer's name _____
Title _____

Please fax completed form to (301)924-7403