



Approved Limit: \$

Reviewed By: Accounts Department

Effective Date: January 18, 2023

CREDIT APPLICATION & SALES AGREEMENT

COMPANY INFORMATION			
Company Name:			
DBA:			
Office Phone:	Mobile Number:	Fax:	
Current Address:			
City:	State:	Zip Code:	
Email Address:			
Website URL			
NAME AND ADDRESS OF PRINCIPALS			
<small>(All partners must be listed. For privately owned firms, list person who has controlling interest.)</small>			
Name:		Title:	
Address:			Ownership %
City:	State:	Zip:	
Name:		Title:	
Address:			Ownership %
City:	State:	Zip:	
TYPE OF BUSINESS			
<input type="checkbox"/> Corporation, State of: <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other:			
Date Business Started:		Date of Present Control: <small>(Answer if there was a change in control after business started.)</small>	
Has the firm or any of its principals ever been bankrupt? <input type="checkbox"/> No <input type="checkbox"/> Yes (Attach explanation)			
Federal Tax ID:		Annual Sales Volume \$	
Number of Employees:		Line of Credit Requested \$	
Order Contact Name:		Payables Contact Name:	
Name of Controller:		Dun & Bradstreet #	
Reseller's Permit #		Texas Sales Tax Exempt <input type="checkbox"/> No <input type="checkbox"/> Yes <small>(complete tax exempt form)</small>	
Please include a photocopy of original permit			

CREDIT REFERENCE: AT LEAST TWO (2) REFERENCES MUST BE COMPLETED			
Business Name:		Terms:	Credit Limit \$
Address:	City:	State:	Zip:
Phone:	Fax:	Contact:	
Business Name:		Terms:	Credit Limit \$
Address:	City:	State:	Zip:
Phone:	Fax:	Contact:	
Business Name:		Terms:	Credit Limit \$
Address:	City:	State:	Zip:
Phone:	Fax:	Contact:	
Business Name:		Terms:	Credit Limit \$
Address:	City:	State:	Zip:
Phone:	Fax:	Contact:	

PERSONAL GUARANTEE

The undersigned is required to submit an audited financial statement to be considered for credited terms. Full consideration of the applicant for Net Terms will NOT be possible without it.

I certify that the above trade references are accurate, true, and complete. This form has been completed by our company as a testament to existing trade references and we allow ITAD360, LLC to inquire as to this forms legitimacy by contacting any / all of the trade references listed herein. Furthermore, I hereby grant permission to ITAD360, LLC to periodically update their trade reference file in respect to our company by performing random checks of our account status with the company's listed above. Should any trade reference listed above change their account status for our company, we understand that ITAD360, LLC may make any necessary changes as well.

Signing this agreement indicates your acceptance of the terms and conditions stated. In addition, you authorize ITAD360, LLC to make any and all inquiries necessary to process this Customer Application.

In consideration of an account being opened and/or credit extended by ITAD360, LLC to the above named applicant for merchandise to be purchased whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to ITAD360, LLC the faithful payment, when due, of all accounts of said applicant for purchases made within five (5) years after the date of this application. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by ITAD360, LLC extension of time of payment to applicant, acceptance of partial payment or partial compromise, all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guarantee. Any revocation of this guarantee shall be in writing and delivered to:

**ITAD360, LLC
320 Wilmeth Road, Suite 400
McKinney, Texas 75071**

Guarantor 1	
Print Name of applicant:	Title:
Signature of applicant:	Date:
Guarantor 2	
Print Name of applicant:	Title:
Signature of applicant	Date:
Guarantor 3	
Print Name of applicant:	Title:
Signature of applicant:	Date:
Guarantor 4	
Print Name of applicant:	Title:
Signature of applicant:	Date:

FINANCIAL INSTITUTION REFERENCE			
Financial Institution:			
Address:	City:	State:	Zip:
Reference Bank Account Number(s):	(1)	(2)	

SALES TERMS AND CONDITIONS:

Information Provided: Applicant hereby certifies that the information furnished under this application and all documents submitted in connection herewith is true and correct and is being furnished to ITAD360, LLC for the purpose of allowing ITAD360, LLC to extend credit to the applicant. Upon approval of this application, ITAD360, LLC at its sole discretion will assign the Applicant a maximum credit line. At any time ITAD360, LLC may increase, decrease, or terminate the Applicant's credit privileges under this application without prior notice to Applicant.

Purchases: Because the purchase of goods by applicant from ITAD360, LLC which are not paid-in-full at the time of shipment or delivery constitutes a credit sale, purchases made by Applicant must be paid within the specified time period or method as agreed on the Applicants account. All orders are subject to prior review and credit approval before release. Applicant hereby agrees that, unless otherwise agreed to by the parties in writing, these terms and conditions shall apply to each invoice relating to the goods sold by ITAD360, LLC to Applicant under this Agreement.

Late Payment: Applicant agrees to pay a 2.0% interest fee per month, or the highest rate permitted by law (whichever is less), on any outstanding payments that are past due until payment is collected.

Returned Payments: Payments that are returned to ITAD360, LLC for any reason will be charged a \$25.00 fee for each occurrence and shall be subject to a twenty-percent (20%) re-stocking fee which may be assessed in ITAD360, LLC absolute discretion, in additional to such \$25.00 fee.

Payment Collection: Applicant agrees to indemnify and hold ITAD360, LLC harmless from any and all claims or damages, arising out of any violation of the representations or warranties contained herein or any breach or default by Applicant under this Agreement, including without limitation, any costs and expenses including, attorney's fees, collection agency fees, collection and court costs.

Shipping: All transportation charges are the responsibility of Applicant, unless arrangements are made by supplier prior to shipment. All goods are shipped F.O.B. Supplier's warehouse in McKinney, Texas or other location, if arranged as a drop-shipment by ITAD360, LLC shall not be responsible for spotting, switching, demurrage or other transportation charges unless agreed in writing.

Damage or Loss: Any loss or damage to product caused while in transit which is arranged by ITAD360, LLC must be reported by Applicant in writing within 24 hours of receiving shipment. Applicant must report such claim to shipping carrier in order for a claim to be issued. Any shipments picked up by an Applicant's transportation choice are the responsibility of the Applicant to arrange for any claims.

Returned Shipments: Applicant is responsible for all charges incurred on shipments that are sent back ITAD360, LLC for any reason in which the error or cause was the fault or result of the Applicant. This includes but is not limited to, incorrect address provided by the Applicant, inability to provide payment to courier at the time of delivery, or refusal of shipment for any reason. Applicant will be responsible for shipping charges for both the outbound and inbound Transportation costs. Applicant is responsible for a twenty-percent (20%) re-stocking fee on all returned shipments accepted by ITAD360, LLC. **Returns** ITAD360, LLC does not accept any returns on its merchandise unless prior written approval is made. A written request must be made and a written confirmation of return acceptance must be made by ITAD360, LLC prior to the return. Any returns made to ITAD360, LLC without prior approval will be refused. Shipments that cannot be refused and are kept at ITAD360, LLC will not be processed for credit or exchange. Applicant must arrange pickup of merchandise in order to receive product back. All products must have been purchased from ITAD360, LLC if phones are being returned IMEIs, MEIDs or ESNs must be verifiable. All refurbished handsets must be returned within seven (7) days of purchase date, have 30 minutes or less of total airtime, be in original packaging and in resalable condition to qualify for return. ITAD360, LLC has the discretion to repair or replace the item. Any handsets that do not meet the requirements must be sent directly to the manufacturer for warranty repair. ITAD360, LLC Refurbished Phones are covered under a warranty as defined in the document "Product Return Plan & Policy" (available upon request) and defective products may be submitted for RMA # anytime during the warranty period. Customer must return all NEW products directly to manufacturer for replacement. All products returned to ITAD360, LLC must be complete. If phones are being returned all accessories, manuals and/or hardware must be in the box or are ineligible for return. For defective product; list all reasons product is considered defective. Any product that was purchases as used product that is being sent back for return is only permitted in accordance with the terms set forward on the initial purchase order. **Any product bought as-is or as a closeout is not returnable.** RMA #'s will be issued within 48 hours of receipt by ITAD360, LLC. The **RMA # must be visible on the outside of the box.** RMA # is only valid for a period of 10 days.

ITAD360, LLC Terms Control. These terms and conditions shall control and prevail over any contrary terms in any of the Applicant's purchase orders relating to the goods purchased under this Agreement. The shipment terms for all goods purchased by Applicant under this Agreement shall be F.O.B. Supplier's warehouse in McKinney, Texas or other location, if arranged as a drop-shipment by ITAD360, LLC.

LIMITATION OF WARRANTIES: ITAD360, LLC does not make warranties, express or implied, with respect to products sold "as is", "untested", and/or "with all faults". Applicant may not return any of these products to ITAD360, LLC for refund, exchange, or otherwise. The manufacturer's warranty passed on through by ITAD360, LLC to applicant hereunder, if any, shall be in lieu of any other warranty, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

LIMITATION OF DAMAGES: Applicant's sole and exclusive remedy relating to this agreement and/or goods shall be the remedy, if any, afforded by the manufacturer of such products to applicant and/or applicant's customers as provided by, and within the time period specified therein. No other remedy (including without limitation, incidental or consequential damages for lost profits, lost sales, injury to persons or property or any other incidental or consequential loss) shall be available to applicant or applicant's customers.

Venue: The parties agree that McKinney, Texas shall be the agreed venue for any legal action between ITAD360, LLC and Applicant, and that the laws of the State of Texas will govern (without regard to the conflicts of law rules of Texas).

Force Majeure/ General. If ITAD360, LLC shall be delayed in its performance of any obligation under this Agreement or be prevented entirely from performing any such obligation due to causes or events beyond its control, including, without limitation, any act of God, fire, flood, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine, delay in transportation, car shortage, materials shortage, boycott, embargo, present or future law, Government order, rule or regulation, such delay or non-performance shall be excused and the time for performance shall be extended to include the period for such delay or non-performance. The parties to the Agreement hereby agree that (a) the failure of ITAD360, LLC to insist, in any one or more instances, upon performance hereunder or to exercise any right hereunder is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right; (b) no modification of this Agreement shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties; (c) if any provision of this Agreement is determined to be unenforceable by any court, such unenforceability shall not affect the remainder of this Agreement; (d) this Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns; and (e) the rights and remedies granted in this Agreement are non-exclusive to those otherwise available under principles of equity. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile (fax) shall be equally as effective as delivery of an original executed counterpart of this Agreement.

ACCEPTED AND AGREED:

Signature:	Date:
Printed Name:	Title:

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)											
Address (Street & number, P.O. Box or Route number)												
City, State, ZIP code												
Texas Sales and Use Tax Permit Number (must contain 11 digits)												
<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>												
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico												
<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 80%;"></td> <td style="width: 20%;"></td> </tr> </table> (Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)												

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: ITAD360, LLC

Street address: 320 WILMETH ROAD, SUITE 400

City, State, ZIP code: MCKINNEY, TEXAS, 75071


Description of items to be purchased on the attached order or invoice:
CONSUMER ELECTRONICS AND TELECOM EQUIPMENT

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
----------------------------------------------------------------------------------------------	-------	------

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**