

WORLD CELLULAR
NEW CUSTOMER FORM/CREDIT APPLICATION

ENTITY NAME: _____

DBA: _____

TYPE OF ENTITY: CORP. _____ SOLE PROPRIETORSHIP _____ PARTNERSHIP _____ OTHER _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

SHIPPING ADDRESS (if different from above): _____

BILLING ADDRESS (if different from above): _____

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NUMBER: _____

NATURE OF BUSINESS: _____

ARE YOU EXEMPT FROM SALES TAX: _____ If yes, you must provide us with resale or exemption Certificate.

BANK INFORMATION

BANK NAME _____ ADDRESS: _____

TELEPHONE NUMBER: _____ CONTACT: _____

ACCOUNT NUMBER: _____

TRADE INFORMATION
(COMPLETE IF APPLYING FOR CREDIT)

Please list at 3 trade references (no utility companies or COD accounts)

1. Company Name: _____ Account Number: _____

Telephone Number: _____ Fax Number: _____

2. Company Name: _____ Account Number: _____

Telephone Number: _____ Fax Number: _____

3. Company Name: _____ Account Number: _____

Telephone Number: _____ Fax Number: _____

I/we understand and agree that:

- ★ WORLD CELLULAR is authorized to obtain or verify the financial information set out above from our trade references and bank and to obtain a credit report on the owners
- ★ This Application must be approved by WORLD CELLULAR before credit privileges will be available to us and such privileges may be limited in amount
- ★ We will notify WORLD CELLULAR within 10 days if there is a significant change in the information submitted above
- ★ All invoices are due and payable within 30 days of the invoice date
- ★ Any past due invoices will be charged interest at the rate of three 3% per month
- ★ Jurisdiction and Venue for any legal disputes is in Harris County, Texas
- ★ If our account is placed with an attorney for collection, we will pay all costs of collection, including reasonable attorney fees and costs
- ★ **ACKNOWLEDGEMENT AND CERTIFICATION.** Applicant hereby agrees that, unless otherwise agreed to by the parties, these terms and conditions shall apply to each invoice relating to the goods sold by WORLD CELLULAR to applicant under this Agreement. Applicant hereby certifies that the information furnished in this Agreement and (in any financial statements furnished in connection herewith), is true and correct and that the information is being furnished to WORLD CELLULAR for the purpose of inducing WORLD CELLULAR to extend credit to Applicant and Applicant understands that WORLD CELLULAR is relying upon the accuracy of such information.
- ★ **CREDIT LINE.** Upon WORLD CELLULAR approval of Applicant, WORLD CELLULAR, in its sole discretion, will assign Applicant a credit line and WORLD CELLULAR will have the right to increase, decrease or terminate Applicant's credit privileges under this Agreement at any time without prior notice to Applicant except as otherwise required by law.
- ★ **PAYMENT AND INTEREST.** Payment of the purchase price for the goods and/or services acquired from WORLD CELLULAR by Applicant (the "Goods") shall be made pursuant to the terms set forth in each invoice relating to the Goods and Applicant agrees to pay all charges according to the

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payment terms established in said invoices. The entire outstanding balance due on all invoices shall become immediately due and payable to WORLD CELLULAR upon default by Applicant in the payment of any invoices. Applicant agrees to pay interest in the amount of three (3%) per month or the highest rate permitted by law, whichever is higher, on each past due payment, pursuant to the terms set forth on the respective invoice until collected.

- ★ In the event Seller approves a return of goods, there shall be a fifteen percent (15%) restocking charge of the original purchase price for all goods returned. Notwithstanding the preceding sentence, goods will not be accepted for return if they are not in their original packaging along with all associated accessories and instruction manuals. In addition, Buyer shall pay all shipping charges for the return of the good. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE HERE OF. SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- ★ VARIANCE NOTIFICATION. Applicant must notify WORLD CELLULAR, in writing, within seventy-two (72) hours of receipt of a shipment of (a) any shortage or discrepancies existing between the Goods charged to Applicant on the invoice relating to such shipment and the Goods actually received by Applicant in such shipment; (b) any damages to the Goods received by Applicant in such shipment; and/or (c) any objections to the payment or other terms set forth in the invoice relating to such shipment. If written notice of such shortage or discrepancy, damage or other objection is not received by WORLD CELLULAR within the time period specified above, the Applicant shall be deemed to have accepted the Goods and Goods shall be deemed to comply with all the terms, conditions and specifications of the invoice relating to such Goods and Applicant shall be responsible for the entire amount charged on the invoice relating to such shipment.
- ★ LIMITATION OF DAMAGES. IN NO EVENT SHALL WORLD CELLULAR OR ANY WORLD CELLULAR AGENT RELIABLE TO APPLICANT OR ANYONE ELSE FOR ANY AMOUNT IN EXCESS OF THE MONIES PAID BY APPLICANT TO WORLD CELLULAR FOR THE PARTICULAR GOODS CAUSING SUCH LIABILITY. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL WORLD CELLULAR OR ITS AGENTS BE LIABLE TO APPLICANT OR APPLICANT'S CUSTOMERS FOR ANY SPECIAL DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) EVEN IF AN AUTHORIZED REPRESENTATIVE OF WORLD CELLULAR HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES.
- ★ PURCHASE PRICE AND TRANSPORTATION CHARGES. The Applicant shall purchase the Goods under this Agreement in accordance with the prices that are prevailing at the time of shipment (determined in the sole discretion of WORLD CELLULAR). Unless otherwise agreed to by the parties, WORLD CELLULAR shall not be responsible for spotting, switching, demurrage or other transportation charges.
- ★ GENERAL. The parties to the Agreement hereby agree that (a) the failure of WORLD CELLULAR 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 insure 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.

- ★ FORCE MAJEURE. If WORLD CELLULAR 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, present or future law, government order, rule or regulation such delay or non performance of the above shall not be counted against them for any reason including loss of income/damages of any reason whatsoever and the other party will fully Indemnify Transcontinental Telecom for the same.
- ★ WORLD CELLULAR ENFORCEMENT EXPENSES. Applicant shall pay to WORLD CELLULAR all costs and expenses, including, without limitation, attorneys' fees, court costs, Investigation agency fees and collection agency fees, incurred by WORLD CELLULAR in exercising any of its rights or remedies under this Agreement or enforcing any of the terms, conditions and/or provisions of this Agreement or collecting any sums due and owed under this Agreement.

I/we certify that the information set forth herein is true and correct.

Signature Title Date

Printed Name

PERSONAL GUARANTY

In consideration of WORLD CELLULAR extending credit privileges to the Company described above, I/we unconditionally guaranty the payment of all invoices of the Company, together with reasonable attorney fees and costs of collection. This Guaranty is irrevocable and continuing. The undersigned Guarantor(s) waives notice of acceptance of this Guaranty notice of payment of any claims hereunder.

Signature of Individual Signature of Individual

Printed Name Printed Name

Date Date

Signature of Individual Signature of Individual

Printed Name Printed Name

Date Date

ATTACH FRONT OF DRIVER LICENSE
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ATTACH FRONT OF DRIVER LICENSE
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FOR USE BY WORLD CELLULAR

APPROVED:

WORLD CELLULAR

BY: _____
_____, its _____

Credit Limit: \$ _____