



For Office Use Only			
Ship Via: _____	Stocking Warehouse: _____		
Customer #: _____	Terms Established: _____		
Assigned Rep: _____	Axapta Entry by: _____	Date: _____	

Post Office Box 200, Hickory, NC 28603

828-485-4800 • toll free 877-254-2172 • www.thesystemsdepot.com

Commercial Account Application

Application must be filled out in its entirety, complete with all signatures, to be processed.

Company's Legal Name: _____ Fed. ID#: _____

Doing Business As (if applicable): _____ Type of Business: _____

Company Physical Address: _____

City: _____ State: _____ Zip: _____

County: _____

Licensed in: County: _____ State: _____ Date Business Started: _____

Contractor's License # & Type: _____ Number of Employees: _____

State of Incorporation: _____ S Corp. C Corp. Limited Liability Corp. Partnership Sole Proprietorship

Tax Exempt Number: _____ (attach tax exempt form or you will be charged sales tax)

Orders Will be Placed By: _____ PO Required? _____

Business Phone: _____ Ext.: _____ Fax: _____

Email: _____ Cell: _____

•Bill to Contact: _____ Phone: _____ Fax: _____

Billing Address: (if different) _____

City: _____ State: _____ Zip: _____

County: _____ Email (invoice/statement transmission) (if none listed Systems Depot will use the one listed

above) _____

I would like to use the eCommerce Tools (web ordering): Yes No

Expected Monthly Purchases \$ _____ Dunn & Bradstreet No.: _____

Credit Line Requested: \$ _____ OR Credit Line Increase Requested _____

CURRENT COMPANY FINANCIALS ARE REQUIRED FOR CREDIT LIMIT REQUESTS OF \$10,000.00 OR MORE

Terms Requested: Net 30 COD (company check) COD (cash, certified check or money order) Credit Card Payment

Card Type: Visa Mastercard American Express Discover

Debit Card Payment

The following information is required regardless of the terms requested:

Credit/Debit Card Number: _____ Expiration Date: _____

Name on Card: _____ Validation Code: _____

Credit Card Billing Address: _____

City: _____ State: _____ Zip: _____

I am an authorized signer on the above card and hereby give The Systems Depot, Inc. permission to bill my credit card when requested or if the account goes out of terms.

Print Name: _____ Card Owner's Signature: _____

Date: _____

TRADE REFERENCES:

Please list THREE trade references (please do not list credit card accounts):

Company: _____ Contact: _____
Account #: _____ Terms: _____ Phone: _____ Fax: _____

Company: _____ Contact: _____
Account #: _____ Terms: _____ Phone: _____ Fax: _____

Company: _____ Contact: _____
Account #: _____ Terms: _____ Phone: _____ Fax: _____

BANK INFORMATION:

Bank Name: _____ Branch Location: _____
Bank Officer: _____
Account #: _____ Loan #: _____ Phone: _____ Fax: _____

Bank Name: _____ Branch Location: _____
Bank Officer: _____
Account #: _____ Loan #: _____ Phone: _____ Fax: _____

AUTHORIZATION TO OBTAIN CREDIT AND BANK INFORMATION ON COMPANY,
OWNERS, OFFICERS AND ANY GUARANTORS

This is to authorize The Systems Depot, Inc. to use the information contained in this Application and any related information furnished to The Systems Depot, Inc. by Applicant, owners, officers or any guarantors to investigate and act upon the information furnished by them for the purpose of extending of credit to the Applicant. This is to further authorize my bank or any credit company to release credit information on me to The Systems Depot, Inc., which will be held in strict confidence.

_____ (Name of Company)

By: _____ Date: _____
Signature of Officer Required Above / Title of Officer

NAME(S) OF OWNERS OR OFFICERS

Name: _____ Title _____
Signature: _____ Percent Ownership: _____
Signature Required Above / Title of Officer
Social Security Number: _____ Home Phone: _____
Home Address: _____

Name: _____ Title _____
Signature: _____ Percent Ownership: _____
Signature Required Above / Title of Officer
Social Security Number: _____ Home Phone: _____
Home Address: _____

Name: _____ Title _____
Signature: _____ Percent Ownership: _____
Signature Required Above / Title of Officer
Social Security Number: _____ Home Phone: _____
Home Address: _____

Terms and Conditions

- 1. All transactions between Applicant and The Systems Depot, Inc. shall be governed by and construed in accordance with the laws of the state of North Carolina, without regard to any conflict of law provisions. The Applicant agrees that any litigation arising out of the transactions contemplated by this Application will be resolved in the General Court of Justice, Catawba County, North Carolina, or in the United States District Court for the Western District of North Carolina located in Statesville, North Carolina. The Applicant irrevocably submits to the jurisdiction of such forum and waives any objection it may have to either the jurisdiction or the venue of such forum.
2. Unless waived by The Systems Depot, Inc. after examining the audited financial statements of Applicant, the majority shareholder(s)/member(s) and their spouses must execute a Guaranty of Applicant's present and future financial obligations to The Systems Depot, Inc. A copy of the Guaranty form is attached hereto (Exhibit A). The guarantor(s) must provide The Systems Depot, Inc. with the social security number of the signers. The Systems Depot, Inc. agrees to keep the social security number(s) confidential.
3. The person or persons signing this Application or the Guaranty(s) must provide The Systems Depot, Inc. with a copy of their driver's license to be maintained in the file.
4. Applicant must sign a credit card authorization form.
5. Current company financials are required for credit limit requests of \$10,000.00 or more. Any applicant requesting a credit limit of more than \$25,000 must provide three years audited financial statements (or compiled if approved by The Systems Depot, Inc. credit department).
6. Finance charges shall accrue after the account is past due according to its terms at the rate of 1.5% per month on the unpaid balance.
7. There shall be a charge of \$25.00 (Twenty-five and no/100 Dollars) on all checks dishonored and returned for insufficient funds. If such checks are not satisfied within ten (10) days following written or email notice, Applicant will be subject to all additional charges as authorized by NCGS 6-21.3 of the North Carolina General Statutes.
8. Failure to stay within payment terms may result in credit hold and imposition of COD only for orders until Applicant is within its allowable credit terms.
9. Product Return Policy is subject to the manufacturer of the products' policies. If a return is authorized, there may be a restocking charge. Special order items are non-returnable.
10. Open account terms are as stated on each invoice. Credit card transactions, COD shipments, and Cash with Order shipments do not qualify for open account terms. Shipments are FOB shipping point.
11. Collection costs and expenses in any suit versus Applicant for indebtedness owed to The Systems Depot, Inc., including The System Depot, Inc.'s reasonable attorney fees, are Applicant's responsibility. These attorney fees will be awarded pursuant to NCGS 6-21.2 of the North Carolina General Statutes.
12. All documents including invoices and statements are transmitted via email to the bill to Contact email address listed on page one. Applicant must request in writing to have any document sent via US Mail.
13. Customers must notify THE SYSTEMS DEPOT, INC. in writing of any dispute regarding a THE SYSTEMS DEPOT, INC. invoice within sixty (60) days of the date of THE SYSTEMS DEPOT, INC.'s invoice. If the customer fails to timely notify THE SYSTEMS DEPOT, INC. of the dispute, THE SYSTEMS DEPOT, INC.'s original invoice will be deemed to be final, and the customer will be deemed to have accepted such invoice in full and to have waived any and all claims or defenses to paying such invoice. Disputes must be accompanied by reasonably detailed supporting documentation to facilitate efficient resolution. THE SYSTEMS DEPOT, INC. will work with its customers to resolve invoice disputes promptly.

Application is hereby made for an Open Account with The Systems Depot, Inc. and the undersigned Applicant this ____ day of _____, 20___. Applicant does hereby agree to the terms of this Application. When accepted by The Systems Depot, Inc. at its corporate office in Hickory, North Carolina, this becomes a legal contract according to its stated terms.

(Legal Name of Company)

The Systems Depot, Inc.
** This side for use by The Systems Depot**

By: _____
Signature Required Above / Title of Officer

By: _____

Date _____

Date Accepted _____

Please execute this Application, fax a copy to The Systems Depot, Inc. Credit Department at (828) 485-4802 Attn: Credit Manager. Then mail the original Application, the original executed Guaranty, Tax Exempt Certificate (if applicable), a copy of your credit card and photo ID to The Systems Depot, Inc., Post Office Box 200, Hickory, NC 28603, Attn: Controller. Please call the credit manager if you have questions about this application.

GUARANTY

TO: The Systems Depot, Inc.
Post Office Box 200
Hickory, North Carolina 28603

In consideration of the extension of credit to _____ (Company Name), a _____ (Corporation, LLC, Sole Prop., Partnership, etc), the undersigned, jointly and severally, guarantee the payment when due to The Systems Depot, Inc. or any of its successors or assigns of all amounts from time to time owing, and the payment of the entire amount owing The Systems Depot, Inc. or any of its successors or assigns in the event of default in payment by the above-named company. Undersigned waive notice of acceptance of the guaranty, acknowledge themselves as fully bound by all provisions of The Systems Depot, Inc., or any of its successors' or assigns' credit terms, and expressly agree to pay the amounts owing hereunder, without requiring any acting or proceedings against the above-named company. The guarantors, jointly and severally, agree to pay all costs and expenses, including reasonable attorneys' fees, paid or incurred by The Systems Depot, Inc. or any of its successors or assigns for enforcement of this Guaranty.

This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina, without regard to any conflict of law provisions. The guarantor(s) agree that any litigation arising out of this Guaranty and its underlying and related indebtedness will be resolved in the General Court of Justice, Catawba County, North Carolina, or in the United States District Court for the Western District of North Carolina. The Guarantor(s) irrevocably submit to the jurisdiction of such forum and waive any objection they may have to either the jurisdiction or the venue of such forum.

As used herein, the singular will include the plural, and vice versa.

This instrument of guaranty executed this _____ day of _____, 20__.

GUARANTOR 1	
_____ (SIGNATURE OF GUARANTOR 1)	_____ (SIGNATURE OF WITNESS)
Print Name: _____ (As an individual; not as an officer or agent)	

GUARANTOR 2	
_____ (SIGNATURE OF GUARANTOR 2)	_____ (SIGNATURE OF WITNESS)
Print Name: _____ (As an individual; not as an officer or agent)	