



WHOLESALE DISTRIBUTOR OF WIRELESS PRODUCTS

A Name You Can Trust

6730 San Fernando Road, Glendale, CA 91201 USA
PHONE (818) 553-2700 - FAX (818) 553-2702

ACCOUNT APPLICATION

Legal Name: DBA:

Bus. Address: Phone:

Fax:

Website: Email:

Owner/President: Federal Tax ID #:

Date Established: Dun & Brad #:

Type of Organization: Corporation Partnership Sole Proprietorship Limited Liability Company

Division of: Subsidiary of:

Line of Business: Carrier, Insurance Co., Master Agent, Other (please specify)

Number of Locations: Years at present location: Own / Rent:

Mortgage Holder/Landlord:

Address:

Phone: Fax:

Has the firm or any of its Principals ever filed for bankruptcy protection: YES NO

KEY CONTACTS:

Acc Payable: Phone: Email:

Buyer: Phone: Email:

By providing the credit information in this application, you are applying for an account with OmniCom. You agree that all sales from OmniCom to you shall be subject solely to OmniCom's Terms and Conditions, Warranty Statement and Return Policy, which you have read and understood. Any terms and conditions on your purchase order forms that may vary from OmniCom's Terms and Conditions, Warranty Statement and Return Policy shall not be applicable. Acceptance and approval of this application is at the sole discretion of OmniCom. Any notice or information to you about this application is hereby waived. You hereby authorize OmniCom to contact the references attached to this application regarding your account status, to obtain information about you (including any guarantors) from credit reporting agencies, and to exchange information about your credit relationships.

Signature of Authorized Person Title

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by OmniCom, from time to time as may be needed, in the credit evaluation process.

Signature of Principal/Sole Proprietor Print Name

Home address: Social Sec #:

Drivers Lic #:



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### ACCOUNT APPLICATION Continued

Legal Name: \_\_\_\_\_ DBA: \_\_\_\_\_

**CREDIT REQUESTED:**

Please circle your choice: COD CASHIERS Check - COD COMPANY Check - NET 5 - NET 10 - NET 30

Would you be willing to sign a personal guaranty:  YES  NO

Would you be willing to accept a UCC Filing on behalf of the company:  YES  NO

### BUSINESS TRADE REFERENCES

1. Business Name: \_\_\_\_\_ Acc #: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Bus. Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City, State Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Account Type: (Net, COD, other) \_\_\_\_\_ IF NET: (How Many Days) \_\_\_\_\_

IF COD: (Company Check, Cashiers Chk, other) Please specify \_\_\_\_\_

2. Business Name: \_\_\_\_\_ Acc #: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Bus. Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City, State Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Account Type: (Net, COD, other) \_\_\_\_\_ IF NET: (How Many Days) \_\_\_\_\_

IF COD: (Company Check, Cashiers Chk, other) Please specify \_\_\_\_\_

3. Business Name: \_\_\_\_\_ Acc #: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Bus. Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City, State Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Account Type: (Net, COD, other) \_\_\_\_\_ IF NET: (How Many Days) \_\_\_\_\_

IF COD: (Company Check, Cashiers Chk, other) Please specify \_\_\_\_\_

You hereby authorize OmniCom to contact the references listed above, regarding your account status, to obtain information about you (including any guarantors) from credit reporting agencies, and to exchange information about your credit relationships.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Principal/Sole Proprietor

\_\_\_\_\_  
Print Name

**Banking Information**

Bank Name \_\_\_\_\_ Local Branch \_\_\_\_\_

Complete Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Checking Account # \_\_\_\_\_ Savings Account # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Line of Credit: \$ \_\_\_\_\_

**Choose one:** Secured line of Credit: Yes / No      Personal Guarantee for line of Credit: Yes / No

**BANK AUTHORIZATION REQUEST**

**Attention:**

The above named account is in the process of establishing credit with our company. They have authorized us to inquire about your experience with them. To help us establish the appropriate credit relationship, we ask that you complete the following information.

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**For Bank Use Only**

Customer Since: \_\_\_\_\_ N.S.F. History \_\_\_\_\_

Average Balance: \_\_\_\_\_ Combined \$ \_\_\_\_\_

Checking \$ \_\_\_\_\_ Savings \$ \_\_\_\_\_

Line of Credit: Yes / No      Secured: Yes / No

Amount: \$ \_\_\_\_\_ Current Balance: \$ \_\_\_\_\_

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**Customer Authorization**

I hereby authorize the above listed bank to release any information relating to the above listed accounts.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

All information supplied is for our internal use only and will be kept in strict confidence.

**Please fax back to (818) 553-2702 Attn: Bank Authorizations. Your prompt reply is appreciated.**

If you have any questions please call (818) 553-2700.

## BLANKET CERTIFICATE OF RESALE

This is to certify that all services, materials, merchandise or goods purchased by the undersigned from OmniCom after (Enter Date:) \_\_\_\_\_ were purchased for the following reasons:

- Resale or rental as tangible personal property.
- Resale as a service.
- To be incorporated as a material or part of other tangible personal property to be produced for sale by manufacturing, assembling, processing or refining.
- To be exported for sale, use or consumption outside the continental limits of the United States.
- Other: \_\_\_\_\_

In the event any such property is used for any purpose other than retention, demonstration or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount. **Description of property to be purchased:** \_\_\_\_\_

\_\_\_\_\_

Purchaser: \_\_\_\_\_

Address: \_\_\_\_\_

City, ST, ZIP: \_\_\_\_\_

Country: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser's Certificate Registration #: \_\_\_\_\_

Expiration Date of Certificate (if applicable): \_\_\_\_\_

**A copy of your Resale Certificate or Tax  
Exemption Certificate must accompany this form.**

## TERMS & CONDITIONS

Your purchases from OmniCom are made subject to these Terms and Conditions. Please review them carefully before placing your order.

**1. Delivery:** We will deliver your order on time, configured and complete to the address you have designated and will make every effort to ship in accordance with the delivery option you have selected. Delivery dates may be affected by our late receipt of all information necessary to ship or other causes beyond our reasonable control. In any such event, we are not liable to you for any loss of time, material, or production or any other loss resulting from late delivery.

**2. Payment Terms:** If you would like to establish a COD Company Check or an open account, please complete the customer application and forward it to our Credit Department for review. During the credit application process, business may be conducted via COD Cashiers Check and Electronic Funds Transfer. We reserve the right to change the terms of sale at any time. All payments must be made in U.S. funds drawn on U.S. banks, company bank account only, unless alternate arrangements have been approved by OmniCom. For payment terms other than net 30, additional fees may apply.

- Net terms require prompt payment by company check within the terms granted. Terms begin from the shipment date unless otherwise stated on the invoice.
- All payments must be received on or before the due date. A late payment charge of 5% per month will be charged on all invoices not paid within the defined terms. Our Credit Department is available to help you on all billing matters so please don't hesitate to call.
- There will be a \$35.00 charge for returned checks and EFT rejections for any reason.
- Please pay from the invoice provided, as no statement will be issued.
- In the event OmniCom retains a collection agency or attorney to enforce any of your obligations to OmniCom, you agree to pay all of OmniCom's costs and expenses associated with such enforcement, including all collection, attorney, and litigation fees. You agree to pay and/or reimburse OmniCom for any and all sales, use and excise taxes which may be imposed on you or OmniCom by any government entity as a result of any sales to you, regardless of when such taxes may be assessed, imposed, or levied.

**3. Damages in Shipment:** Please inspect product immediately upon receipt and notify OmniCom of any damage or shortage the same day of delivery. Regardless of your shipping terms, we will assist you if the merchandise is verified as damaged in transit. If this occurs, please take the following action:

- Do not accept a visibly damaged product until the person making the delivery has made a note to the extent of the damage through their electronic device or has endorsed the air bill and/or bill of lading with such statement. If no such statement is in writing you are taking responsibility for the damages.
- If damage is concealed and found after unpacking, retain all packing material and immediately call us. Concealed damage must be reported within 24 hours from time of receipt of shipment.
- Notify us immediately of damages so that we can assist you in processing a claim with the freight carrier. When calling, please have the Invoice number at hand.
- Please send us copies of all airbills/bills of lading and inspection reports.

**4. Refused Shipments:** Any OmniCom equipment ordered and subsequently refused will result in charges applied for shipping and restocking. The restocking fee charged will be 20% of the total invoiced amount of the refused shipment. Any order that is returned to OmniCom and re-shipped to the customer will result in additional shipment fees. These fees are added to the original invoice total. **Shipment refusal will result in automatic suspension of credit terms and COD privileges for one year or until resolved.**

**5. Return Policy:** Refer to Warranty Statement and Return Policy.

**6. Warranty Claims:** Refer to Warranty Statement and Return Policy. For information about manufacturers' Return Merchandise Authorizations, please visit the manufacturers' respective website.



## TERMS & CONDITIONS Continued

**7. Limitation of Liability:** In no event shall OmniCom be liable to you under any cause of action or claim of any nature whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, for any loss of profits or other economic loss, including, but not limited to, such losses as (i) wages paid to your employees, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement, substitute, or temporary equipment, facilities or services, (v) costs of capital, (vi) costs or losses related to downtime, (vii) manual labor costs, or (viii) any other indirect, incidental, special, consequential, or other similar damages arising out of any claim relating to your purchases of goods or services from OmniCom, including losses resulting from your general or particular requirements or needs, whether or not OmniCom, at time of contracting, had reason to know of such requirements or needs, and whether or not such losses could have been reasonably prevented by you by cover or otherwise. **OmniCom's liability to you shall in no event exceed the purchase price of the nonconforming goods or services giving rise to OmniCom's liability to you.**

**8. Choice of Law, Forum Selection:** OmniCom controls and operates its business from its offices located in Glendale, California, USA. Consequently, any questions relating to these Terms and Conditions or their application in a particular situation shall be governed by the laws of the United States and the State of California. Any legal or equitable action of whatever nature brought by you against OmniCom arising out of or related in any respect to these Terms and Conditions or your purchases or other dealings with OmniCom shall be brought solely in the appropriate court of the State of California located in the jurisdiction where OmniCom has its principal place of business.

**9. Amendments:** By purchasing from OmniCom you agree to be bound by these Terms and Conditions in effect at the time of your purchase. You agree that OmniCom may change any of these Terms and Conditions upon 15 days prior written notice to you, and that such changed Terms and Conditions will thereafter apply to any new transactions between you and OmniCom. You agree that in the event that any portion of these Terms and Conditions is found to be unenforceable, the remainder of these Terms and Conditions will remain in full force and effect.

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Page 2

6730 San Fernando Road  
Glendale, CA 91201 USA  
WEB SITE <http://www.omnicom.us>

PHONE (818) 553-2700  
FAX (818) 553-2702  
E-MAIL [info@omnicom.us](mailto:info@omnicom.us)



## WARRANTY STATEMENT AND RETURN POLICY

OmniCom strives to deliver great quality and service on every phone, every time. Our customer service staff is ready to assist you with any questions you may have about the warranty on your phone.

Because of the high restocking and processing costs associated with product returns, service fees will be charged for all phones received that **do not** qualify under the terms of our warranty policy. Please follow the procedures outlined below, and contact us prior to any shipment to avoid these service fees. All authorized returns will be scheduled for receipt. OmniCom will refuse any return not authorized and scheduled for receipt.

**NOTE:** No warranty applies unless the customer has a completed customer profile form on file.

**Return Merchandise Authorization Number (RMA):** An RMA Number will not be issued without the signed statement acknowledging your review and agreement to this warranty statement and return policy. All requests for warranty returns must be placed in writing and faxed to 818-553-2702. Verbal requests for RMA's will not be honored. Requests must include a list of the ESNs and a description of the defect experienced with each unit. Once received, an RMA # will be issued for all warranted products. Equipment sent to OmniCom without an RMA # will be refused and returned to the sender at their cost. **TO ENSURE FASTER TURN AROUND PLEASE PUT THE ASSIGNED RMA# ON THE OUTSIDE OF THE BOX(S).**

### **NEW: Up to 30 Day OmniCom Warranty / Up to 1 Year Manufacture Warranty**

OmniCom will exchange or ship to manufacturer for repair on behalf of customer any phone "dead out of box" purchased from us within 30 days from original shipment date. For information about manufacturers' Return Merchandise Authorizations, please visit the manufacturers' respective website.

### **REFURBISHED: Up to 90-Day Warranty**

OmniCom will exchange or repair any defective refurbished phone purchased from us within 90 days (or warranty period listed on your original purchase invoice) of original shipment date. OmniCom reserves the right to repair or exchange the phone with the same model or one of equivalent market value, or issue a credit for current market value to be applied on a future purchase. Phones must be in original condition and have less than 15 minutes for an exchange.

### **USED: Up to 30 Day Warranty**

OmniCom will exchange or repair any phone which does not meet the warranty specifications listed on the original purchase invoice.

OmniCom warranty only applies to its original customer. Any missing phones or accessories may result in a decrease in replacement value. RMA numbers will not be given to a third party or end-user (consumer). OmniCom is not responsible for any incidental or consequential damage resulting from exercise of this limited warranty.

**WARRANTY WILL NOT APPLY TO THE FOLLOWING:** OmniCom will charge an evaluation fee of 20% of the original purchase price on phones returned for any of the following reasons:

- Out of warranty by date of RMA issued
- In warranty without defects
- In warranty without functional defect but has cosmetic defects caused by normal usage / exceeds 15 minutes of use / exceeds 5 phone calls placed.
- Any equipment returned that was not originally purchased from OmniCom

Following the application of evaluation fees, the customer will have the option to have the phones returned to the customer at customer's expense or may abandon them to OmniCom. If the 20% fee is not paid in advance within 30 days from request date, all returned phones will be considered abandoned and become OmniCom property. Phones will be returned to the customer in the same condition as received by OmniCom.

Exceptions to our Return Policy:

1. Equipment for which payment is not made in accordance to the originally agreed upon terms.
2. Equipment specifically offered in an "AS IS" condition or superseded by other warranty.
3. Equipment, which, in the sole judgment of OmniCom was abused, misused, altered, neglected by the customer or damaged in shipment.

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