



APPLICATION FOR ACCOUNT

1500 Tradeport Drive
Suite A
Orlando, Florida 32824
Tel: 407-857-3737
Fax: 407-857-3747

OFFICE USE ONLY

Type of Account _____ DATE _
Q1W REP
APPROVAL BY _____ ACCT#

Date: _____

Business Name _____

Bill To:

Address: _____

Ship To:

Address: _____

City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Name of Bookkeeper: _____ Phone: _____ Email: _____

Date Business Started: _____

Type of Account Requested: **COMP CHECK** _____ **WIRE** _____ ***TERMS** _____ *If requesting TERMS you must indicate

Requested Line of Credit Amount: \$ _____

IF INDIVIDUAL OWNERSHIP

Owner's Name: _____

Home Phone: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Driver's License Number: _____

IF PARTNERSHIP

Partner's Name: _____ Home Phone: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Driver's License Number: _____

IF CORPORATION

Federal Tax ID Number: _____ Date of Incorporation: _____

State of Incorporation: _____ Dun & Bradstreet No: _____

Registered Agent's Name & Address: _____

BANK REFERENCE Bank Name: _____ **Account Number:** _____

Mailing Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

TRADE REFERENCES - Please list Name, Address, and Phone Number in full.

1) Name: _____ Account Number: _____

Mailing Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____ Fax Number: _____

2) Name: _____ Account Number: _____

Mailing Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____ Fax Number: _____

3) Name: _____ Account Number: _____

Mailing Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____ Fax Number: _____

4) Name: _____ Account Number: _____

Mailing Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____ Fax Number: _____

5) Name: _____ Account Number: _____

Mailing Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____ Fax Number: _____

INTEREST

A monthly late charge shall accrue on any undisputed amount not paid in accordance with the terms on the invoice at the lesser of one and one-half percent (1 1 /2 %) per month or the maximum rate permitted by applicable law.

RESTOCKING/REFUSAL

1) If a shipment is refused or fails to be accepted for any reason, there will be a 10% restocking charge plus actual freight charges incurred, save that any shipment may be refused where the shipment is faulty or damaged as a result of negligence by Quality One Wireless.

2) There will be a 10% restocking charge on all returned merchandise unless such charge is waived in writing in advance of such return or where the shipment is returned as a result of the negligence of Quality One Wireless.

TERMS

All terms are net 30 days from the date of an undisputed invoice unless otherwise specified on such an invoice or agreed to in writing by Quality One Wireless.

CREDIT CHECK AUTHORIZATION

Execution indicates authorization to review the credit of all parties set out in this agreement at initiation or, with reasonable notice, any time thereafter.

I have read and understand the above agreement and agree to its terms and conditions.

Officer s Name: _____ Signature: _____

Date: _____ Title: _____

Driver’s License Number(s): _____

(A copy of your Driver’s License must be sent along with application)

AUTHORIZED INDIVIDUAL(S) TO ISSUE PURCHASE ORDERS:

Name: _____

Name: _____

Email Address(s): _____ Phone No: _____

ALL TRANSACTIONS WITH QUALITY ONE WIRELESS ARE GOVERNED BY THE POLICIES, TERMS AND CONDITIONS SET FORTH BELLOW IN THESE TERMS & CONDITIONS ("AGREEMENT"). PLEASE READ THIS AGREEMENT CAREFULLY. YOUR REGISTRATION INDICATES YOUR ACCEPTANCE OF THESE POLICIES, TERMS AND CONDITIONS. QUALITY ONE WIRELESS MAY AMEND THIS AGREEMENT AT ANY TIME BY POSTING THE AMENDED TERMS ON OUR COMMERCE SITE. EXCEPT AS STATED BELLOW, AMENDED TERMS WILL BECOME EFFECTIVE IMMEDIATELY AFTER THEY ARE POSTED ON OUR COMMERCE SITE.

1. **SERVICES.** Quality One Wireless sells wireless phones, accessories, data products and parts ("Products"), and services associated with the wireless industry. Quality One Wireless reserves the right to amend, cancel or alter these services at Quality One Wireless's sole discretion.
2. **ENVIRONMENTAL.** Both parties explicitly agree (i) to comply with all local, state, international and federal environmental regulations and guidelines, (ii) that Products received from Quality One Wireless (i.e. scrap handsets, batteries, accessories, and/or components) will under no circumstances be sent to a landfill, (iii) that End-of-life (i.e. scrap handsets, batteries, accessories, or components) will be send to a qualified recycler located in an Organization for Economic Cooperation and Development (OECD) member country, and (iv) to contact Quality One Wireless for guidance in meeting Quality One Wireless's environmental terms and conditions, including recycling solutions for end of life product management, as needed.
3. **SHIPPING.** Quality One Wireless agrees to ship orders within the agreed upon time of the order and after receipt of the undisputed funds from you. You are responsible for all reasonable shipping charges including freight, handling, import taxes, duties and other similar charges. All products are shipped directly by Quality One Wireless unless otherwise stated. If you desire inspection prior to shipping, it is your responsibility to coordinate with Quality One Wireless. Delivery is FOB Shipping Point. At the customer's request, Quality One Wireless will use our approved freight carrier, cover up front freight costs and add the costs to the customer invoice.
4. **PAYMENT METHODS.** Quality One Wireless standard terms are wire transfer in advance and invoicing will include wire transfer fees of the original bank. Customers with satisfactory audited financials or an exemplary payment history with Quality One Wireless may inquire COD or Open Credit terms. For purchasing convenience, Domestic credit cards are also accepted and invoicing will include a surcharge to cover transaction fees. For wire transfer and credit card orders, all applicable funds must post to Quality One Wireless's bank account in the stipulated time frame, Quality One Wireless retains the right to sell or remarket the product at our sole discretion. Orders which are processed for shipping and subsequently canceled without reasonable cause will result in a \$200 per line item restocking fee charged to your account. Failure to pay the restocking fee with your next order will result in a suspension of your membership status.
5. **TAXES.** Any Sales tax, transfer tax, or any other tax or fee which may be assessed by any jurisdiction having taxing authority over any transaction conducted with Quality One Wireless will be the responsibility of the Buyer. Quality One Wireless is not responsible for the calculation of any taxes or the reporting or remittance of any taxes to any taxing authority other than the State of Florida.
6. **INDEMNITY.** Quality One Wireless shall indemnify, defend and hold harmless M3 Wireless Ltd. and its affiliates, shareholders, directors, officers, employees and subcontractors from any claims, demands, actions, damages, charges, expenses, fees, liability and costs (including reasonable attorneys' fees) arising under or in connection with all services provided to M3 Wireless Ltd. under this Agreement.
7. **WARRANTY.** Quality One Wireless offers a warranty on new, tested and refurbished products as stipulated on the website, and unless explicitly stated otherwise, for applicable Products (i) sold to original customers only, and (ii) if the request for warranty is received within the corresponding number of stipulated calendar days from the date of original invoice. For warranty applicable returns, if exchange or repair is not available, credit will be issued to your account for future purchases. Any missing product or product which has been physically processed in any way beyond the originally shipped condition may result in a decrease or full forfeiture in replacement value. Quality One Wireless does not warranty used, as-is, production fallout, or repair stock conditions.
8. **Returns.** Please contact Quality One Wireless Customer Service per instruction on our Commerce Site for return requests. Requests must be placed prior to return shipment, include a list of the electronic serial numbers (IMEI, ESN's or MEID's), and a description of the defect experienced. Once the warranty request is received, a Return Authorization Number (RAN) will be issued for all warranty applicable product. Equipment sent into Quality One Wireless without a RAN will be refused to the sender at their costs.

- WARRANTY DISCLAIMER.** WE PROVIDE OUR SERVICES AT THE COMMERCE SITE “AS-IS” AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, WE AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT REGARDING THE COMMERCE SITE, OUR SERVICES OR ANY PRODUCTS YOU MAY PURCHASE FROM QUALITY ONE WIRELESS. We do not guarantee continuous, uninterrupted or secure access to our services or the Commerce Site. The operation of the Commerce Site may be interfered with by numerous factors outside our control. We are not responsible for bids that are not processed or are not accepted or for outages that may occur from time to time.
9. **LIMITATION OF LIABILITY.** WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR LOSS PROFITS, LOSS OR USE, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SERVICES, USE OF THE COMMERCE SITE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) EVEN IF EXPRESSLY MADE AWARE OF THE POSSIBILITY THEREOF. OUR LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE (WHETHER SUCH LIABILITY ARISES FROM BREACH OF WARRANTY, BREACH OF THIS CONTRACT OR OTHERWISE. AND WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY) IS LIMITED TO THE AMOUNT OF FEES WE RECEIVE FOR THE TRANSACTION GIVING RISE TO LIABILITY.
10. **COPYRIGHT AND TRADEMARK NOTICE.** The Commerce Site is owned and operated by Quality One Wireless. Unless otherwise specified, materials appearing on the Commerce Site, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangements thereof, are the sole property of Quality One Wireless. All software used on the Commerce Site is the sole property of Quality One Wireless or vendors supplying the software. You may use the content of the Commerce Site only for the purpose of viewing and bidding/ buying the available Products. No materials from this Commerce Site may be copied, reproduce, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without our prior written permission. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on this Commerce Site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties. All trademarks or service marks are property of their respective owners. The use of any trademark or service mark without the express written consent of the respective owner is strictly prohibited.
11. **YOUR INFORMATION.** For purpose of this agreement, “Your Information” means any information you provide to us or other users in the registration or bidding process, or in any correspondence, email or otherwise. You are solely responsible for Your information. We act as a passive conduit for your online publication on Your information provided to us. We may take any action with respect to such information we deem necessary or appropriate in our sole discretion if we believe it may create liability for us or may cause us to lose (in whole or in part) the services of our ISPs or other suppliers. You represent and warrant that Your information: (a) will not be false, inaccurate or misleading; (b) will not be fraudulent; (c) will not infringe (e) will not be obscene or lewd; and (f) will not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damages, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. We will only use Your information in accordance with our Privacy Policy.
12. **LINKS.** The Commerce Site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that Quality One Wireless is not responsible for the operation of or content located on or through any such site.
13. **LEGAL COMPLIANCE.** Both parties agree to comply with all applicable laws, statues, ordinances and regulation regarding the use of our service and the bidding on and purchase of items.
14. **INDEPENDENT CONTRACTOR STATUS.** This Agreement and your membership in no way constitute or give rise to a partnership, joint venture or other relationship between parties. Both parties will operate under the terms of this agreement as an independent contractor and not as an agent for the other.
15. **DISPUTE RESOLUTION.** For sales to any other buyer incorporated in or a resident of the United States, the parties acknowledge and agree that the appropriate courts District of Florida, U.S.A., will have sole and exclusive authority to hear and adjudicate any dispute arising out of or related to this Agreement and each party hereby irrevocably consents to the jurisdiction of such courts. For sales to a Buyer incorporated outside the United States or a non-United States resident, any and all claims, controversies or disputes, whether in contract or in tort, arising out of or related to this transaction or the breach, termination or validity of any agreement related hereto or arising out of or related to the sale or use of any furnished (a “Dispute”) will be resolved solely by arbitration in accordance with the Accordance Arbitration Rules of the American Arbitration Association (“AAA”) at the offices of the AAA in Florida and conducted in English. Each party will appoint one arbitrator with the two arbitrators thus appointed selecting a third arbitrator. The arbitrators must be practicing or retired attorneys. The arbitrators will be empowered to resolve all Disputes, whether in contract or in tort, and to award any remedies authorized by this Agreement any applicable statute or common law. Discovery will be allowed as contemplated by the United States Federal Rules of Civil Procedure. All arbitration proceedings, including all evidence and statements, will be confidential and will not be used

or disclosure for any other purpose. Each party will pay its own attorney's fees and expenses; all other expenses of arbitration will be equally divided between the parties, provided, however, the arbitrators will have the authority to assess any of the foregoing costs against any party acting in bad faith. The award of the arbitrators will be final and binding and is the sole and exclusive remedy of the parties regarding any Disputes hereunder except that nothing contained in this Agreement will prohibit either party from seeking injunctive relief or equitable remedies in a court of competent jurisdiction or pursuing other equitable remedies. A judgment on the award may be entered in any court having jurisdiction thereof. The award will be in U.S. dollars and will earn interest from the date of the award until satisfied in full at the United States prime interest rate as reported in The Wall Street Journal on the business day immediately preceding the date of the award. Should either party bring any legal action against the other with respect to any claim required to be arbitrated under this Agreement by any method other than arbitration, the other party will be entitled to recover from such party all damages, costs, expenses and attorney's fees incurred as a result of such action.

- 16. **GENERAL.** This agreement will be governed in all respects by the laws of the State of Florida as such laws are applied to agreements entered into and to be performed entirely within Florida residents. The United Nations Convention on Contracts for the International sale of goods will not apply to this Agreement. You may not sale, transfer or assign any rights or obligations you may have under this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced. Headings are for reference purposes only and are not to be used in the construction or interpretation of this terms and conditions. Our failure to act
- 17. **INTEREST** A monthly late charge shall accrue on any undisputed amount not paid in accordance with the terms on the invoice at the lesser of one and one-half percent (1 1/2 %) per month or the maximum rate permitted by applicable law.
- 18. With respect to a breach of any term or provision of this Agreement by either party, such breach does not waive either parties right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between both parties with respect to the subject matter thereof.
- 19. Applicant agrees to pay any collection costs incurred to collect any account balance, including court costs, collection fees and attorney's fees of not less than 33% of the unpaid principal and interest.
- 20. The undersigned agrees to the need for verification of all information on this application.
- 21. The undersigned warrants that all information stated is true and correct, and that they have read and fully understand and agree to the Quality One Wireless Warranty Statement, Return Policies, and Terms & Conditions attached.
- 22. If a shipment is refused or fails to be accepted for any reason, there will be a 10% restocking charge plus actual freight charges incurred save that any shipment may be refused where the shipment is faulty or damaged as a result of negligence by Quality One Wireless.
- 23. There will be a 10% restocking charge on all returned merchandise unless such charge is waived in writing in advance of such return, or where the shipment is returned as a result of the negligence of Quality One Wireless.

CREDIT CHECK AUTHORIZATION

Execution indicates authorization to review the credit of all parties set out in this Agreement at initiation or any time thereafter.

I have read and understand this Agreement and agree to its terms and conditions.

The undersigned warrants that all information stated is true and correct, and they have read and fully understand and agree to Quality One Wireless Terms & Conditions above. If you have any questions about this Agreement, please contact us.

Officer Signature (must be same person on page 2)

Date

For Internal Use Only

Sales Contract _____ Customer Number _____

RESALE CERTIFICATE

The undersigned holder of Limited Sales Tax Permit No. _____ under the authority of the Limited Sales, Excise, and Use Tax Act, (TWX, TAX. GEN. ANN. Art. 20.01 ET seq.) Claims the right to make a non-taxable purchase for resale of taxable items from:

QUALITY ONE WIRELESS 1500 TRADEPORT DRIVE SUITE A Orlando, Florida 32824

Taxable item purchases will be resold, rented, or leased by purchaser within the geographical limits of the United States, its territories or possessions in the normal course of business either in the form or condition in which purchased, or as an attachment to, or integral part of other tangible personal property. Description of items (or an attached order or invoice) to be purchased:

AUTOMOTIVE ELECTRONIC EQUIPMENT and ACCESSORIES, CELLULAR TELEPHONES and ACCESSORIES, SECURITY EQUIPMENT and ACCESSORIES

I understand that I will be liable for payment of the Use Tax if I fail to comply with the applicable provisions of the Limited Sales, Excise, and Use Tax Act and Comptroller Rules regarding purchases of taxable items for resale.

It is a misdemeanor to give a Resale Certificate to the seller for taxable items, which I know at the time of purchase, will be used in any manner other than that expressed in this certificate, and upon conviction I understand that I may be fined up to \$500 per offense.

AN OUT-OF-STATE RETAILER PURCHASING FOR RESALE IN HIS HOME STATE MAY VALIDATE THE RESALE CERTIFICATE WITH THE SALES TAX PERMIT NUMBER OR CERTIFICATE OF AUTHORITY NUMBER ISSUED BY HIS STATE.

Name of Purchaser: _____ Address: _____
Purchaser's Signature: _____ Date: _____

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

QUALITY ONE WIRELESS 1500 TRADEPORT DRIVE SUITE A ORLANDO, FLORIDA 32824 or Fax to: 407-857-3737.