



1201 Wiley Road, Suite 120, Schaumburg, IL 60173  
 Toll Free: (855) 995-1010 Fax: (847) 413-1730

# CREDIT APPLICATION

## COMPANY INFORMATION

Company Name			Telephone #	
Billing Address		City	State	Zip Code
Shipping Address		City	State	Zip Code
Business Organization: (check one) <input type="checkbox"/> Corporation S or C <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship				Fax #
FEIN: _____		State of Organization: _____		Website
Date Organized: _____		D&B DUNS#: _____ Tax Exempt: _____ IF YES, ATTACH COPY OF CERTIFICATE		
Primary Contact: (check one) <input type="checkbox"/> Shareholder: Ownership % _____ <input type="checkbox"/> Partner: Ownership % _____ <input type="checkbox"/> Sole Proprietor				
Name: _____		SSN: _____		Home Phone: _____
Home Address: _____		City: _____		State: _____ Zip Code: _____
Accounts Payable Contact: _____		Phone #: _____		Fax # _____
Controller/CFO: _____		Phone #: _____		A/P Email: _____
Has this company ever filed for Bankruptcy?		If so, provide letter of explanation		Do you require a Purchase Order Number?

## BANK REFERENCE

Bank Name			Telephone #	
Mailing Address		City	State	Zip Code
Contact Name / Title:		Fax #	Email	
Type of Account	Checking	Savings	Loan / Line of Credit	
Account Number				

## TRADE / CREDIT REFERENCES (MAJOR SUPPLIERS)

1. Name		Contact Name		
Address		City, State, ZIP		
Phone #	Fax #	Email:	Account #	
2. Name		Contact Name		
Address		City, State, ZIP		
Phone #	Fax #	Email:	Account #	
3. Name		Contact Name		
Address		City, State, ZIP		
Phone #	Fax #	Email:	Account #	

This Credit Application and Agreement is submitted by the Company listed below (Customer) to Strategic Mobility Group (SMG3) in order to obtain credit and to allow SMG3 to determine the amount, terms and conditions under which credit will be extended. The Customer agrees to make payment in full to SMG3 for all amounts due according to the invoice on or before the net due date. Customer agrees to pay interest on all amounts that are past due at the rate of 1.5% monthly. If the Customer defaults on any payment(s), SMG3 reserves the right to declare all invoice amounts immediately due and payable without notice to the Customer. The Customer will be responsible for all collection costs and attorney fees incurred in order to collect the delinquent amount. SALES/USE TAX: Sales tax will be invoiced to the Customer for deliveries in the states of IL, CO, and MD. The Customer agrees that the payment of any and all unbilled sales or use taxes due in any state are the sole responsibility of the Customer. [X] ADDITIONAL TERMS AND CONDITIONS OF SALE ARE INCLUDED ON PAGE 2 OF THIS FORM.

Strategic Mobility Group reserves the right to change the amount of credit and repayment terms at its sole discretion without prior notice to the customer. The Customer agrees to provide SMG3 with credit information and financial statements annually or upon request as a condition for the continued extension of credit and authorizes SMG3 to obtain a Business Credit Report from Dun & Bradstreet or a similar reporting agency.

The undersigned certifies that the information contained in this Credit Application is complete and accurate. The undersigned hereby authorizes the above Bank Reference and Trade/Credit references to release any and all information to SMG3 in order to verify the information contained on this Credit Application. A copy of this Credit Application may be provided to the above Trade or Bank References for purposes of verification and release of credit information.

COMPANY: \_\_\_\_\_ Print Name / Title: \_\_\_\_\_  
 By \_\_\_\_\_ Date: \_\_\_\_\_

**Please remit check payments to:** Strategic Mobility Group  
 1201 Wiley Road, Ste. 120  
 Schaumburg, IL 60173  
 (855) 995-1010

### **TERMS & CONDITIONS**

**General Terms of Agreement:** These Standard Terms & Conditions of Sale contained herein, govern the sale of products purchased hereunder and prevail over any conflicting or inconsistent terms and conditions on any purchase order submitted by Buyer. The terms and conditions contained herein constitute the entire agreement between the Buyer and Strategic Mobility, LLC. ("Seller"), and may only be amended by a writing signed by both the Buyer and Seller. Buyer agrees to all Terms & Conditions by accepting delivery of the products and/or services. Any claims for shortages must be made within 5 business days of the delivery date.

**Payment Terms: Taxes: Freight & Fees:** Invoices are due and payable in U.S. dollars, in 30 days from the date of invoice. Sales Tax within the United States is determined by the ship-to location. For shipments destined outside the United States, the Buyer is responsible for all customs duties, VAT and other local taxes. The terms of delivery are FOB Seller's warehouse unless stated otherwise on the invoice. There is a \$25.00 service charge for any check or draft returned unpaid. Late payments are subject to the lesser of a 2% monthly interest charge or the maximum amount permitted by applicable law. In the event of non-payment more than 60 days beyond terms, the Buyer will be responsible for all of Seller's costs of collection, court costs, filing fees and reasonable attorney's fees.

**Return Merchandise Authorization Policy (RMA):** All returns must be authorized by Seller's issuance of a return merchandise authorization ("RMA") number. Return items will only be accepted within 30 calendar days from the original date of shipment, except that Symbol® products may only be returned within 15 calendar days from the original date of shipment. RMA approval is contingent upon the product being returned 100% complete in the original packaging. Incomplete returns are subject to a re-boxing fee (billed separately) or refusal of return. Please ship returns freight prepaid and reference the RMA number on the mailing label. Returns may be subject to a 20% restocking fee. Software, Customized hardware, Labels, Ribbons and Media are non-returnable. Returns received after the 30 days or without a valid RMA number may be refused and/or returned to the customer. Customer may be billed and liable for return freight charges. The customer agrees to pay Seller for labor, transportation or parts necessary to repair returned merchandise damaged at the customer's risk by events such as: flood, fire, abuse, accident, neglect, power surge or use of accessories not-conforming to the manufacturer's published specifications. Equipment sold AS-IS, is non-returnable. Seller makes no warranty or representation as to equipment sold AS-IS. AS-IS equipment is neither tested electronically nor mechanically, nor cleaned, nor refurbished. Equipment sold AS-IS may not be returned.

**Dispute Procedure:** The Buyer and Seller agree that any disputes in connection with this sale shall be brought exclusively in the courts having situs in Cook County, Illinois. The Seller and Buyer agree that Illinois law shall apply.

**Disclaimer Of Warranties:** Unless otherwise marked or noted, all products are new, sold in shrink wrap or original manufacturer's packaging and carry manufacturer's standard warranty. Other than the right to transfer title to the product to Purchaser, Seller makes no warranties of any kind. **OTHER THAN AS EXPRESSLY SET FORTH IN WRITING IN THIS AGREEMENT, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES TO BUYER, AND SELLER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND/OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Unless otherwise stated in writing, Buyer's sole remedy for defective product shall be to contact the manufacturer of the product and comply with the manufacturer's warranty provisions. Purchaser shall have no remedies of any kind against Seller for products marked "as is" or sold as limited quantities, damaged or discontinued.

**Security Interest:** Seller is a dealer of goods in the kind, and is, by executing this Purchase Order, agreeing to provide purchase money financing. Purchaser hereby grants a purchase money security interest in the goods until the price has been paid in full, and Seller shall have all of the remedies available to it as a secured party under Article 9 of the Uniform Commercial Code. Buyer authorizes Seller to file all appropriate financing statements or other filings with any governmental office Seller deems necessary to perfect its security interest. Buyer agrees to execute such documents or take such acts as requested by Seller to confirm this interest, failing which, Buyer appoints Seller's then president or other officer to take such acts or execute such documents, such appointment being coupled with an interest and irrevocable.

**No Services and Consulting:** All services and consulting by Seller shall be pursuant to a separate agreement between the parties. This Purchase Order is not a commitment by either party for the engagement of such services.

**Limitation of Liability:** In no event will Seller, its subsidiaries, associated companies, or officers, directors or employees be liable to Buyer regardless of the form of claim or action, in an amount that exceeds the total purchase price paid to Seller by Buyer related to the sold product. In no event will Seller, its subsidiaries, associated companies, or officers, directors or employees be liable to customer for special, consequential, exemplary, incidental, or indirect damages or costs, or loss of goodwill or profit in connection with the supply, use or performance of or inability to use the products or services of Seller or in connection with any claim arising from this agreement, even if Seller, its subsidiaries, its associated companies, or Seller's licensors have been advised of the possibility of such damages or costs.

**Limitation of Remedy:** Customer's sole and exclusive remedy in the event of a breach by Seller shall be the repair or replacement of the product or service.

**Severability:** If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

\_\_\_\_\_  
 Company – Customer

\_\_\_\_\_  
 Name – Title

\_\_\_\_\_  
 Date

Upon completion, please email this application to Maria DiNicola, Executive Financial Officer, at [mdinicola@sm3.com](mailto:mdinicola@sm3.com)