

Dear New Customer,

Thank you for your interest in establishing a new account with Trinware. Here at Trinware, we view new customer account applications as the beginning of an exciting new journey for both parties. Helping you grow your business is our intention from day one and your 100% satisfaction is our highest goal.

With over a decade of national and international custom computing business experience, we are confident you will benefit greatly from our experience, expertise and support. One of our number one objectives is to make doing business with us easy and efficient.

In order to facilitate and assist us in expediting your new customer application, please include the appropriate documents from the list below.

- 1. New Customer Application
- 2. Sales Tax Exempt Certificate Multi-Jurisdiction Form (if applicable)
- 3. Copy of your organizations current State of Colorado Sales Tax License (if applicable)
- 4. \*Financial Information (If applying for 20k or greater credit limit.)
- 5. Credit Card Authorization (if applicable)

\*Please keep in mind that net term credit applications can take 1-2 weeks to process.

You may return the above listed information using the method of your choice listed here:

Online at Trinware.com	Scan & Email	Scan & Fax	Postal Mail
Go to www.somepage.com and fill out these same forms online. You may also upload any additional documents.	Scan and email these documents to: application@trinware.com	Scan and fax the documents to our secure fax line at: 720-488-9885	Mail your forms to: 7002 S Revere Parkway Suite 90 Centennial, Colorado 80112.

We look forward to providing your company with the best services in the industry and developing a long lasting relationship.

Best Regards,

Daniel J. Cashman President Microsel of Colorado DBA Trinware



New 0	Customer Application (Page 1 of 2):
Name	Legal Company Name
Date	Phone Street
City	State Zip Code
Terms:	
Cred	it Card (AMEX, VISA, MC ) COD ONET 15 NET 15 \$ Amount
Time In	Business? Avg. Yearly Sales
Do You I	Build Your Own PC's? OYes ONo
Principa	ils:
Name	Title SSN
Street	email
City	State Zip Code Phone
Name	Title SSN SSN
Street	email
City	State Zip Code Phone
Trade S	uppliers:
Name 1	Phone Fax
Street	Account #
City	State Zip Code
Name 2	Phone Fax
Street	Account #
City	State Zip Code



## New Customer Application (Page 2 of 2):

## **Trade Suppliers - Continued** Name 3 Phone Fax Account # Street State Zip Code City Phone Name 4 Fax Account # Street Zip Code City State **Banking Information** Name Account # Contact Name Street Zip Code City State Phone Fax I hereby authorize the release of credit information to Trinware DBA Microsel of Colorado, LLC Title Signed Date Agreement: In the event payment is not made and this account is referred to collection, I agree to pay the cost of collection equal to a minimum of 25% of the principal amount. I understand interest on any unpaid balance will be charged at the highest interest rate allowed by law. If suit or action by an attorney is instituted, I promise to pay reasonable attorney fees in said suit or action. I also agree not to withhold moneys due for any reason. I have read the Trinware "Standard Terms and Conditions of Sale" (see page 2) in full and agree to the terms therein. Title Signed Date I hereby agree to bind myself personally to any and all obligations incurred as a result of this application issued to Trinware. Signed Title Date



## STANDARD TERMS AND CONDITIONS OF SALE (PAGE 1 OF 2):

#### **TERMS HEREIN:**

Trinware. shall hereinafter be referred to as "The Company". Freight on Board will be referred to as "F.O.B". Dead on Arrival shall be referred to as "D.O.A". The customer obtaining product from the Company shall be referred to as "The Purchaser".

#### PRICES TERMS OF PAYMENT:

All prices quoted are exclusive of taxes, freight charges, and handling charges. All goods are payable COD cash, credit card, or cashier's check immediately upon receipt. Unless otherwise stated by the Company. A finance charge of one point five percent (1.5%) simple interest per month shall be applied to past due accounts. Prices are subject to change without notice due to the volatility of the computer marketplace.

#### FEES AND COSTS:

Purchaser shall pay all cost and expenses incurred by the Company in collection of any sums owed by the purchaser, including reasonable legal fees. Each returned check shall be subject to a thirty five-dollar USD (\$35.00 USD) handling charge.

#### **SECURITY INTEREST:**

Upon delivery and acceptance by the purchaser, as security for the due and punctual payment of any sums due there under or under any purchase order from the purchaser to the Company, purchaser hereby grants to the Company a continuing security interest in all the products and any proceeds thereof in which the purchaser now has or hereafter has any right, title or interest. Purchaser shall join the Company at the Company's request in executing a financing statement, any amendments thereto and continuation statements and pay the cost of the filing of the same whenever the Company deems desirable and execute and deliver to the Company all documents and instruments, and perform such other acts as the Company may reasonably request in order to effectuate fully the purpose of this grant of security interest. In the event the purchaser is in default under the security agreement provided herein, the Company shall have all rights and remedies provided by law.

## **DELIVERY:**

Shipment of all products shall be F.O.B the Company warehouse, unless otherwise indicated. In the event of damage, delay or loss due to the mishandling in transportation, purchaser shall deal directly with the common freight carrier. The Purchaser shall provide the Company with shipping instructions. If no specific instructions are given, the Company will select the most reasonable shipping method to ensure on time delivery, with reasonable freight cost. The Company is not liable for any freight charge for shipment due to the absence of shipping instructions from the purchaser. All risk of loss or damage to products shall be passed to the freight carrier, purchaser or purchase agent at F.O.B point.

### **LIMITED DEPOT WARRANTY:**

The Company warrants its products, F.O.B the Company warehouse, to the original purchaser for: (i) One (1) year for parts and labor from the date of the invoice for fully configured systems (that include but are not limited to an operating system) unless additional or extended warranty is purchased at the time of purchase and appears on the original invoice. (ii) Ninety (90) days for parts orders from the date of invoice. (iii) Ninety (90) days for used and/or remanufactured computer systems and/or peripherals. During the warranty period the Company warrants their products to be free from defects in workmanship or material under normal, proper usage or service conditions within the warranty period. Should a product prove to be defective by reason of improper workmanship or material under normal, proper usage or service conditions within the warranty period specified, the Company will; at its sole option, repair or replace the product without charge for parts or labor, according to the limited warranty. Items containing batteries (such as laptops, net books and tablet PCs) will only carry a thirty (30) day DOA period on the battery. Accessories such as battery backups will fall under the ninety (90) day warranty period or one (1) year if purchased as part of a complete system build. The warranties are subject to the following conditions: (i) The limited warranty is not applicable if the product is damaged by accident, improper installation or maintenance misuse, lightning, fire, water, or other acts of nature, or by excessive or inadequate electrical power surges or other irregularities: The warranty is void if the product is altered or repaired or installed with additional options or parts by anyone other than the Company or a Company authorized repair and service station. Should the Company's products prove to be defective, sole remedy shall be such repair or replacement as provided herein, in no event shall the Company provide a refund or discount, or be liable for any loss of the use, revenue, anticipatory profit, and direct or indirect consequential damages arriving out of or connected with the sale, use in operation, or the inability to use the products. Except as otherwise noted in this section, the Company makes no representations or warranties, whether express or implied, with the respect to any of the products, including but not limited to, warranties, merchantability, or fitness for particular purpose and all such warranties are expressly disclaimed.



## STANDARD TERMS AND CONDITIONS OF SALE (PAGE 2 OF 2):

#### INTELLECTUAL PROPERTY:

In no event shall the Company be liable for incidental, special or consequential damages arising from the infringement of any intellectual property rights. Nor shall the company be liable for any amount exceeding the sums paid by the purchaser of the company.

#### **RETURNS, REFUNDS, AND RESTOCKING CHARGES:**

For non-defective products, the Company does not accept return of sold products after (30) days from the Company's invoice date, nor does the Company refund or credits back the purchase amount after the aforementioned period of time. Credits/Refunds issued after purchase are for store credit only. To qualify for a refund or credit back, the purchaser must notify the Company to obtain proper authorization from the Company, and at the purchaser's expense deliver the product(s) to the Company's warehouse within the aforementioned 30-day period of time. Refunds or credits back on non-defective products shall be credited back at the fair market value of the actual product, not including shipping and handling expenses of the purchaser. The Company shall apply a twenty- percent (20%) restocking charge against the purchaser. In no event shall the Company accept returns of refurbished products for a refund or credit back. The Company will accept returns of refurbished products for repair only. Purchases made via credit card will receive in store credit only. Trinware will not allow the return or issue credit for open/unopened software.

### **RETURN MERCHANDISE AUTHORIZATION (RMA) PROCEDURES:**

### 1. RETURNS:

If the Purchaser seeks to repair or replace products. An RMA number must first be obtained from the Company. To obtain an RMA number, the Purchaser should go to http://trinware.com to complete an Online Return Merchandise Authorization Request or print the Return Merchandise Authorization Return Form and fax to (720) 488-9885. The purchaser is required to provide the invoice number, model number, serial number, account number and the detailed reason for the return. The Company must receive returned products within fifteen (15) days after issuance of an RMA number. Returned products must be complete as purchased including parts, drives, manuals, cables, accessories, etc. Products should be returned to the Company freight pre-paid in the original packaging as purchased. The RMA number must be marked clearly on the mailing label(s). No freight collect or C.O.D. on return RMA shipment will be accepted by the Company for the return of defective products. Purchaser is required to test and identify the nature of the defect. Should the Company find the product to be non-defective; such product will be returned to Purchaser freight collect. If the product is confirmed to be defective and is still under warranty the Company will repair or replace product to the Purchaser at the Company's cost. In the event that this return procedure is not followed by the Purchaser the Company reserves the right to refuse shipments and impose handling charges. All missing parts, drives, manuals, cables and accessories not returned to the Company shall be deducted, at fair market value.

#### 2. DEFECTIVE ON ARRIVAL (D.O.A.):

Purchaser must report products as D.O.A. within ten (10) days from the shipping date listed on the invoice.

## **GOVERNING LAW, JURISDICTION AND VENUE:**

All laws with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder, shall be determined in accordance with the applicable provisions of the law of the State of Colorado, without giving effect to the choice of law principals. Should legal action commence to interpret or enforce the terms of this Agreement, jurisdiction and venue shall be in the Municipal or Superior Courts of the County of Arapahoe, State of Colorado.

## **ATTORNEY FEES:**

If any legal action is brought for the interpretation or enforcement of this Agreement, or any rights of the parties with regard to this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and expenses, and any cost associated with any enforcement proceeding.



## **CREDIT CARD AUTHORIZATION FORM**

To provide a credit card payment option, it is necessary that we maintain this authorization form on file. Please fill out this form & fax it back to Trinware at 720-488-9885. Please print or type legibly.

# STEP 1: PLEASE FILL OUT COMPLETELY Credit Card Type: American Express Credit Card Number **Expiration Date** Name on Card Security Pin **Billing Address** Street Billing Phone # Zip Code Date City State Company Signature Field STEP 2: PLEASE CHOOSE OPTION A OR B Option A: hereby authorize Trinware DBA Microsel of Colorado, to charge my credit card for all purchases made by telephone, fax, email or web site. Cardholder Signature Date OR, Option B: hereby authorize Trinware DBA Microsel of Colorado, to charge my credit card for this purchase only. Cardholder Signature Date We do not share information provided with us with any third party. all account and personal information is held in the strictest confidence.

\*DO NOT FORGET TO PRINT, FILL OUT AND SUBMIT THE "COLORADO SALES TAX EXEMPTION" FORM ALONG WITH THIS WELCOME PACKET. YOU CAN ACCESS IT BY CLICKING THE RED LINK BELOW: