



2265 E. El Segundo Blvd., El Segundo, CA 90245 * Direct 310 647 9999 * Fax 310 647 1677

CONFIDENTIAL CREDIT APPLICATION & SALES AGREEMENT

Please select the credit line requested below:

Letter of Credit or Wire Transfer

COD Cash: All Shipments via Certified Check or Money Order

COD Co. Check

Open Account: Select Credit Limit (financial statements required)

USD \$2,000

\$5,000

\$10,000

\$50,000

over \$50,000

GENERAL INFORMATION

Legal Name of Firm

DBA

Name of Parent Company, if Subsidiary

Federal I.D.

Type of Business:

Private Corp.

Public Corp.

LLC

LLP

Sole Proprietorship

Agent

Sub-Agent

Carrier

Distributor

Business Mailing/ Billing Address

Business Shipping Address

Phone

Fax

Email Address

Years in Business

No. of Locations

Carrier/s Supported

Authorized Purchasing Agent

Authorized AP Contact

Purchase Order Required?

Yes

No

Others

Listed in D & B/ credit bureau

Yes

No

Others

Principals

Title

Ownership Percent

PERSONAL INFORMATION OF PRINCIPALS

Name

Title

Home Address

City

State

Zip

SSN

DL

Tel

Name

Title

Home Address

City

State

Zip

SSN

DL

Tel

Name

Title

Home Address

City

State

Zip

SSN

DL

Tel

BANK REFERENCES

Bank	Account#		
Address	City	State	Zip
Contact	Phone		

<i>Bank Credit Line:</i>	<i>Secured</i>	<i>Yes</i>	<i>No</i>	<i>Personal Guaranty</i>	<i>Yes</i>	<i>No</i>
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Bank	Account#		
Address	City	State	Zip
Contact	Phone		

<i>Bank Credit Line:</i>	<i>Secured</i>	<i>Yes</i>	<i>No</i>	<i>Personal Guaranty</i>	<i>Yes</i>	<i>No</i>
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TRADE REFERENCES

Company	Account#		
Address	City	State	Zip
Contact	Phone		

<i>Please check appropriate box</i>	<i>UCC Filing</i>	<i>Floor Planned</i>	<i>Personal Guaranty</i>	<i>None</i>
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Company	Account#		
Address	City	State	Zip
Contact	Phone		

<i>Please check appropriate box</i>	<i>UCC Filing</i>	<i>Floor Planned</i>	<i>Personal Guaranty</i>	<i>None</i>
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Company	Account#		
Address	City	State	Zip
Contact	Phone		

<i>Please check appropriate box</i>	<i>UCC Filing</i>	<i>Floor Planned</i>	<i>Personal Guaranty</i>	<i>None</i>
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RESALE LICENSE/PERMIT

I HEREBY CERTIFY,

That I hold valid seller's permit no. _____ issued pursuant to the Sales and Tax Law; that I am engaged in the business of selling *WIRELESS COMMUNICATION PRODUCTS AND ACCESSORIES* that the tangible personal property described herein which I shall purchase from Aerovoice, will be resold by me in the form of tangible personal property, Provided, however, that in the event any of 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 for the tax, measured by the purchase of such property. Description of property to be purchased: *WIRELESS COMMUNICATION PRODUCTS AND ACCESSORIES*

I hereby authorize you to release all information regarding accounts, loan or line of credit information and payment history. This information is be used in the review of an application for open credit and will be held in the strictest confidence.

Signed

Title

Date

UNCONDITIONAL GUARANTY

The unconditional guaranty ("Guaranty") is executed by the undersigned party ("Guarantor"), for the benefit of Aerovoice, a California corporation, (the "Company");

WITNESSETH:

1.) The Guaranty

For value received and in consideration of the loans, advances, extensions of credit or financial accommodations heretofore and hereafter at any time made or afforded by the Company to _____ ("Debtor"), Guarantor hereby absolutely, unconditionally, jointly and severally guarantees the prompt payment and performance when due, whether by acceleration or otherwise, of such loan, advances, extensions of credit and financial accommodations, (the "Liabilities") in full accordance with the terms thereof, including, without limitation, the payment of late fees, interest and collection costs (including attorneys' fees). Guarantor hereby acknowledges and warrants that it has derived or expects to derive a financial or other benefit or advantage from the credit or financial accommodations made to debtor.

2.) Liabilities Guaranteed

In the event Debtor fails at any time to pay any part or all of the Liabilities guaranteed when due, whether by acceleration or otherwise, Guarantor, upon written demand of the Company, will pay or perform the Liabilities guaranteed in the same manner as if they constituted a direct, independent and primary obligation of Guarantor, and such obligation of Guarantor shall be due with costs of collection, reasonable attorneys' fees and without relief from valuation or appraisal laws. In the event of dissolution or insolvency of Debtor to pay its debts as they mature or an assignment by Debtor for the benefit of creditors, or an adjudication that Debtor is insolvent even if such event shall occur at a time when any of the Liabilities may not then be due and payable, Guarantor shall pay, upon written demand of the Company, as appropriate, the full amount of all liabilities remaining unpaid, together with costs of collection, and attorneys' fees incurred, without relief from valuation or appraisal laws.

3.) Waivers of Guarantor

Guarantor hereby waives: (a) notice of acceptance of this Guaranty, of the existence or creation of all or any Liabilities, of any extension of credit, advance, loan or similar accommodation by the Company to Debtor, and of the amount of Liabilities which may exist from time to time; (b) any and all presentment, demand protest or notice of dishonor, nonpayment or other default with respect to any of the Liabilities, and all other notices whatsoever; (c) any requirement that the Company institute suit, or otherwise exhaust its rights or remedies against Debtor or against any other person, guarantor, or other such collateral, guaranteeing or securing all or any part of the Liabilities (collectively par. "Collateral"), prior to enforcing any rights it has under this Guaranty or otherwise against Guarantor; (d) all diligence in collection or protection of or realization upon the Liabilities or any part thereof, any obligation hereunder, the Collateral, or any other security for any of the foregoing; (e) any right of subrogation to the rights of the Company against Debtor or any other person liable on the Liabilities shall have been paid and Debtor shall have fully performed all of its obligations to the Company, and right to reimbursement or indemnity from Debtor whatsoever and all rights of recourse to or with respect to any assets or property of the Debtor or any other guarantor or to any security arising from the existence or performance of Guarantor's obligations under this Guaranty; (f) any rights arising by reason of the incapacity, lack of authority, death or disability of any other guarantor of the Liabilities or the failure of any person to sign this Guaranty; (g) any rights arising by reason of the fact that any of the Collateral may be in default at the time of acceptance thereof by the Company or later; or of others or may be invalid unless failure is occasioned by the faults of the Company; or by reason of the fact that Liabilities may be invalid for any reason whatsoever; or by reason of the fact that the value of any of the Collateral may not have been correctly estimated or may have changed or may hereafter change unless the failure is occasioned by the fault of the Company; or by reason of any such deterioration, waste or loss by fire, theft or otherwise of any of the Collateral unless such deterioration, waste or loss is caused by the fault of the Company. The failure of the Company or any other person to take any of the actions, or existence of any conditions herein above waived, shall in no way release, discharge or in any way affect the obligations of Guarantor hereunder, nor give rise to any rights against the Company. In connection with, and without limiting the generality of, the foregoing, Guarantor expressly waives any and all benefits, or defenses, under the California Civil Code section 2809, 2810, 2819, 2845, 2848, 2849, 2850 and 2855, and California Code of Civil Procedures section 580a, 580b, 580d (including those arising out of any interpretation based upon the court's holding in *Union Bank v. Gradsky* (1968), 265 Cal.App.2nd 40, 71 Cal.64), or 756.

4.) Rights of the Company

The Company shall have the full power and right in its uncontrolled discretion, without notice to Guarantor to deal in any reasonable manner with the Liabilities and the Collateral, including, but not limited to, the following: (a) to retain or obtain a security interest in any additional property to secure any of the Liabilities or any obligation hereunder; (b) to retain or obtain the primary or secondary liability of any party or parties. In addition to Guarantor, with respect to any of the Liabilities; (c) to extend or renew for any period (whether or not longer than original period), alter or exchange any of the Liabilities against Debtor; (d) to release or compromise any liability or Guarantor hereunder or any Guarantor for payment of any liabilities, whether or not the Company shall have resorted to any property or shall have proceeded against any other guarantor or any other primary or secondary party liable on the Liabilities, including, but not limited to, changing the rate of interest thereon or affecting any extension, renewal, release, compromise or settlement with respect thereto (but not otherwise materially modify, change or alter the same); (g) to forbear from calling for additional collateral, to consent to substitution or release of all or any part of the Collateral, whether or not of the same or different character of value than the Collateral surrendered by the Company; (h) to release or forbear to proceed against all or any part of the Collateral or to substitute any new security for any existing collateral; (i) in the event of nonpayment when due, whether by acceleration or otherwise, of any Liabilities, or in the event of default in the performance of any obligation comprised in the Collateral, to realize on the Collateral or any part thereof, as a whole or in such parcels or subdivided interests as the Company may elect, at any public or private sale or sales, for cash or on credit, or for future delivery, without demand, without advertisement of the time, or place of sale or any adjournment thereof, or by foreclosure or otherwise, or to forbear from realizing thereon, all as the Company in its sole absolute discretion may deem reasonably proper, such powers to be exercised only to the extent permitted by law; (j) to permit Debtor to assign, convey, or transfer its economic interest in the Collateral, or to convey a mortgage lien in the Collateral to the third parties as securities for loans made to parties in which Debtor has an interest. The obligations of Guarantor hereunder shall remain in full force and effect and shall not be released, discharged, or affected in any way, nor shall Guarantor have any recourse against the Company, by reason of any action which the Company may take or omit to take under the aforementioned powers or powers otherwise existing with respect to the Liabilities or Collateral.

5.) General Provisions

This Guaranty shall be binding upon Guarantor, and upon Guarantor's heirs, personal representatives, successors and assignees. Guarantor shall forthwith pay to the Company the amount of all of its actual attorneys' fees, and all fees, costs and expenses incurred under and pursuant to this Guaranty, the financial accommodations extended, or in defense or enforcement of any of the Company's interests (whether or not the Company files a lawsuit against Guarantor) against Debtor or Guarantor. The Company may, without notice of any kind, sell, assign, or transfer all or any of the Liabilities and in such event, each and every immediate and successor assignee, transferee, or holder of all or any of the Liabilities, shall have the right to enforce this Guaranty by suit or otherwise for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits, but the Company shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guaranty for the benefit of the Company as to so much of the Liabilities as it has not sold, assigned or transferred. No delay on the part of the Company in exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Company of any right or remedy shall likewise operate as a waiver of any other right or remedy. No action of the Company permitted hereunder shall in any way impair or affect this Guaranty. This Guaranty has been delivered to the Company, and shall be governed and construed according to the laws of the State of California. Wherever possible, each provision of this Guaranty shall be interpreted in

such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provisions shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty. Guarantor understands that the exercise by the Company of certain rights and remedies may affect or eliminate Guarantor's right of subrogation against Debtor and that Guarantor may therefore incur partially or totally non reimbursable liability hereunder. The obligations of Guarantor hereunder are independent of the obligations of Debtor and, in the event of any default hereunder, a separate cause of action may be brought against Guarantor whether or not Debtor is joined herein or a separate action is brought against Debtor. So long as any Liabilities shall be owing to company, Guarantor shall not without prior written consent of Company, commerce or join, as unsecured creditor, with any other party in commencing any bankruptcy, reorganization or insolvency proceedings of or against Debtor. Any notice of demand to be given hereunder shall be effectively given if made in writing, delivered to Guarantor or to any officer of the company, or mailed by certified mail, postage prepaid, to any of the parties at the following address for each, or at such other address as party may furnish to the other from time to time:

Company: Aerovoice
8635 Aviation Blvd., Inglewood, CA 90301

Guarantor _____

In the event any suit or other proceeding is necessitated in order to enforce payment of the Guaranty, Guarantor unconditionally consents to the jurisdiction of the appropriate tribunal sitting in Los Angeles County, California.

Signed and delivered as of the _____ day of _____, 20_____.

"Guarantor" signature: _____ Printed: _____

STATE OF _____ SS: _____ COUNTY OF _____

Before me, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proofed to me on the basis of satisfactory evidence) to be the person (s) whose name(s) is/are subscribed to this instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

Witness my hand and Notary Seal this _____ day of _____, 20_____.

Notary Public - Signature _____

My commission expires: _____ My county of residence: _____

TERMS AND CONDITIONS

Payment: Payment of the invoiced amount for goods purchased from Aerovoice shall be made in the amount and pursuant to the terms set forth on each invoice. If Applicant defaults in making payment when due, the total outstanding balance of all invoices, together with interest and collection costs as provided for herein, shall become immediately due and payable.

Interest: Applicant agrees to pay interest in the amount of, either (i.) 1.5% per month, (ii.) the highest rate permitted by law, whichever is less, on any payment past due.

Collection Expenses: Applicant agrees to pay Aerovoice all costs and expenses, including without limitation, reasonable attorney fees, fees of any collection agency, and court costs, incurred by Aerovoice in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.

Customer: Customer on the company is listed on sales invoice in the section titled "SOLD TO"

Supplier's Terms Control: These Terms and Conditions shall control and prevail over any conflicting terms, including, without limitation, those contained in any purchase order.

Time: All terms referring to lapse of time when set forth on Aerovoice invoices shall be measured from the invoice date and not from the date of receipt of goods.

Risk of Loss: Risk of loss or damage, and title to, goods shipped shall pass as specified ("FOB") on Aerovoice invoice. Upon receipt of shipment, Applicant or its consignee shall be responsible for checking the contents of shipment and securing written acknowledgment from the delivering carrier as to any shortages, loss or damage, must be made to Aerovoice in writing within 72 hours of receipt of shipment.

Manufacturer's Warranty: Aerovoice shall pass through to Applicant such warranties as are provided to Aerovoice by the manufacturer for product purchased by Applicant.

Disclaimer of Warranties: Aerovoice makes no warranty with respect to any product purchase by Applicant. The manufacturer's warranty, passed through by Aerovoice to Applicant hereunder, shall be in lieu of any other warranty, express or implied, including without limitation, any implied warranty of merchantability or fitness for any particular purpose.

Limitation of Liability: Applicant's sole and exclusive remedy relating to products purchased shall be the remedy, if any, afforded by the manufacturer of such products to Applicant and/or Applicant's customers as provided by Manufacturer's Warranty, within the time period specified therein. No other remedy, including without limitation, incidental or consequential damages for lost profits, lost sales, injury to persons or property or any other incidental or consequential loss shall be available to Applicant or Applicant's customers.

No Refunds: Products are only returnable subject to the conditions of Aerovoice Return Policy afforded hereto. In all instances allowable returns will be received for exchange or credit only; refunds will not be issued.

Failure to Deliver: Applicant's sole remedy in event of Aerovoice failure to deliver goods as promised shall be Applicant's option to cancel its order. Under no circumstances shall Aerovoice be liable for either incidental or consequential loss, or lost profits.

Governing Law and Forum: These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California. Any litigation concerning, or to enforce, the provisions here of shall be brought in the federal or state courts, as the case may be, sitting in the County of Los Angeles, State of California.

General: (a) No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties. (b) The failure of Aerovoice to insist, in any one or more instances, upon performance hereunder, is not a waiver of its right to future performance of any term, covenant or condition or to the future exercise of such right. (c) If any provision of this Agreement is unenforceable, (d) this Agreement shall be binding upon and, except as otherwise provided herein, shall insure to the benefit of the parties hereto and their respective successors and assigns. (e) The rights and remedies granted herein are non-exclusive to those otherwise available in equity. (f) The terms and conditions of this Agreement and of any sale or payment made pursuant hereto are performable in Los Angeles County, State of California. (g) All headings hereunder are provided for the convenience of the reader only, and are not to be construed in the interpretation of the provisions hereof.

RETURN POLICY

A. FORMS

- RMA Forms are available for download via www.aerovoice.com

B. PRODUCT RETURNS

- This form must be COMPLETE
- One invoice per RMA request.
- Include a copy of the invoice with the RMA shipment.
- Phones must be returned in original box with the RMA NUMBER clearly printed on the shipping box.
- **Please send phones that are beyond 30 days from invoice date or where call time total is more than 30 minutes to respective manufacturers for warranty & repairs.**

C. RETURN OF A NEW PRODUCT

- A 15% re-stocking fee and corresponding freight charges will apply to all products that **do not have defects.**

D. RETURN OF DEFECTIVE PRODUCT

- Defective phones that are DOA, under manufacturer's guidelines and with less than 30 minutes total call time and within 30 days of invoice date will be replaced with the same product or credited to customer's account.
- Kindly return defective OEM accessories directly to the manufacturer.
- Phones with LCD damage or defects resulting from physical abuse are not covered by manufacturer or vendor warranty.

Signature

Date