



To become an Array Distribution LLC Dealer

Please fax the following back to Array Distribution LLC at 217-384-2189. So your application can be processed, please include in your fax the following:

- Credit Application (completely filled out and signed)**
- Voided Copy of business check**
- Copy of State Tax License**
- Financial Statement (If requesting credit terms in excess of \$10,000)**

Array Distribution LLC

APPLICATION MUST BE FILLED OUT IN FULL BEFORE IT WILL BE PROCESSED

CREDIT APPLICATION

Page 1 of 4

Company

Name: _____

(Full Legal Name and Trade Style, if separate)

Physical Address: _____

Street (and suite number) City State Zip

Billing Address :
(if different)

Telephone# _____

Fax# _____

Business Structure (check): ___ Individual ___ Partnership ___ Incorporated (State of Incorporation: _____)

This Business is a Subsidiary of, or Franchised by _____

Years Business Established _____ How long under present management? _____

How long at the above physical address? _____ Is property owned _____ or leased _____

If leased property; name of landlord _____ Tel.# _____

Type of business: _____

Accounts Payable Contact Name: _____ Tel.# _____ Ext.# _____ Fax # _____

Estimated Annual Purchases \$ _____ Credit Limit Requested \$ _____

If applicant is requesting terms with a credit limit over \$10,000.00, ARRAY DISTRIBUTION LLC, Inc. requires your last fiscal year-end balance sheet and income statement. This information will be held in strict confidence and is for exclusive use in the ARRAY DISTRIBUTION LLC, Inc. Credit Department.

PROPRIETORS, PARTNERS, OR PRINCIPAL SHAREHOLDERS:

1. Name _____

Title _____ Home Tel.# _____ Soc. Sec.# _____

Home Address: _____
Street City State Zip

2. Name _____

Title _____ Home Tel.# _____ Soc. Sec.# _____

Home Address: _____
Street City State Zip

3. Name _____

Title _____ Home Tel.# _____ Soc. Sec.# _____

Home Address: _____
Street City State Zip

BANK REFERENCE

Name _____ Tel. # _____ Fax # _____

Address: _____ City _____ State _____ Zip _____

Type of Account _____ Account Number _____

Name _____ Tel. # _____ Fax # _____

Address: _____ City _____ State _____ Zip _____

Type of Account _____ Account Number _____

CREDIT CARD INFORMATION

_____ Visa/Mastercard Number _____ Name of Authorized Cardholder _____
Exp. Date _____

_____ Visa/Mastercard Number _____ Name of Authorized Cardholder _____
Exp. Date _____

TRADE REFERENCES

1. Name _____ Tel. # _____ Fax # _____

Address: _____ City _____ State _____ Zip _____

2. Name _____ Tel. # _____ Fax # _____

Address: _____ City _____ State _____ Zip _____

3. Name _____ Tel. # _____ Fax # _____

Address: _____ City _____ State _____ Zip _____

4. Name _____ Tel. # _____ Fax # _____

Address: _____ City _____ State _____ Zip _____

5. Name _____ Tel. # _____ Fax # _____

Address: _____ City _____ State _____ Zip _____

Array Distribution LLC and its assignees are authorized to obtain personal and/or business credit and/or financial information from financial institutions or entities with which I/we have done business.

Signature _____ Title _____ Date _____

TERMS AND CONDITIONS OF SALE

RETURNS AUTHORIZATION

All returns, whether for defective merchandise or stock balances, are subject to six basic guidelines:

1. Products must be returnable to our vendor at the time of the return request.
2. Products must have been purchased within the last 90 days, defective hardware must be returned within 45 days of purchase.
3. The ratio of returns to sales in the last 90 days must be NO GREATER than 10%, Including 2% ratio of defective returns to sales.
4. Return authorizations are only good for 30 days from the issue date.
5. Return authorizations will be issued to a maximum of the amount of product purchased from the last shipment of that product.

Pre-authorization is required for the return of all products. Products not authorized for return shall be classified as return exceptions. At our discretion, all return exceptions received will either be returned to you or will be processed for credit. Credit for these products will be our cost of goods less a 15% handling charge. Array Distribution LLC will not be liable for any loss or damage related to return exceptions.

All returns must be in new, re-salable condition (clean, undamaged, unopened, complete and without pricing tags) and must be in the manufacturer's original packaging. There will be a 15% charge (\$1.00 minimum) for shrink wrapping, sticker removal, etc. Credits issued will be at the cost of your most recent purchase or the current price, whichever is lower. The credit may be applied only toward future purchases. No cash refunds or checks for refund will be issued.

SHIPPING

Refused orders may be subject to a charge for inbound and outbound freight. In addition, a 15% cancellation fee may be assessed to your account. Please call your account executive before you refuse a shipment. Claims for mis-shipments and short shipments must be brought to our attention within 20 days form the date of shipment in order to receive credit. All terms and conditions are subject to change without notice.

RETURNED CHECKS AND PAYMENTS

NSF and stop pay checks will be assessed a \$25.00 fee. If any particular billing is not paid when due, all sales, regardless of prior terms, will become immediately due and owing upon demand by Array Distribution LLC. Customer agrees to pay 1-1/2% interest per month or the maximum rate permitted by applicable law, on the balance owed for any invoice not paid within 30 days from the date of the invoice. In the event it becomes necessary to file a lien, suit or engage a collection agency or attorney, I/We agree to bear all expenses of collection including but not limited to court costs, interest and reasonable attorney's fees. I/We agree and acknowledge that the Superior Court of Illinois, in and for the County of Champaign, USA is the proper venue and jurisdiction for the litigation of, or performance of any matters relating to this credit application, or the account.

For value received each and every party who signs this agreement or become liable either now or hereafter for any payment to which this agreement applies severally waives presentment, demand, protest and notice of non-payment hereof, binds himself hereon as the principal and not a surety and agrees to remain bound hereon, not withstanding any extension that may be made to any party liable hereon.

The undersigned is authorized to make this application and certify that all statements are true and correct. The undersigned agrees to all terms and conditions set forth and assumes personal responsibility for payment of all amounts which said applicant agreed to pay, including any attorney's fees, costs and collections charges.

Signature

Title

Date

(Printed Name)

BLANKET RESALE CERTIFICATE

Issued to: Array Distribution LLC
2006 N Linview Unit E
Urbana, IL 61801

WE, _____,

whose business address is _____
Street (Suite No.)

City State Zip
certify that we are purchasing software and/or hardware from Array Distribution LLC for the purpose of resale. We are not the ultimate user and have been granted a State Sales Tax Number by the State of

Our State Sales Tax Number is: _____.

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax, we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as is every material matter.

Authorized Signature: _____
(Owner, Partner, or Corporate Officer)

Printed Name Title: Date:

Social Security Number: _____

PERSONAL GUARANTY AGREEMENT

As an inducement for Array Distribution LLC and any of its affiliates (collectively "Array Distribution LLC") to grant credit to the Client, the undersigned continually guarantees to pay Array Distribution LLC promptly when due or declared due, without deduction, set-off or counterclaim or any defense, the full amount of all existing or future obligations or indebtedness due to ARRAY DISTRIBUTION LLC from Client, including interest, plus all costs and expenses of collection and attorneys' fees incurred by ARRAY DISTRIBUTION LLC by reason of Client's default.

The undersigned waives notice of acceptance hereof, notice of the amount and the terms of sale to the Client, all defaults or disputes with the Client, any adjustment of such defaults or disputes, changes of terms, the withdrawal or extension of credit or time to pay, the release or settlement of the whole or any part of the indebtedness, and demand for payment. This obligation is primary and unconditional and shall be enforceable before or after proceeding against the Client or against any security held by ARRAY DISTRIBUTION LLC.

All liabilities to the Client and of the undersigned shall mature immediately upon insolvency of the Client, the inability of the Client to meet its obligations as they become due, or the appointment of a receiver, custodian or trustee for the Client. Nothing herein contained shall be construed as an obligation on ARRAY DISTRIBUTION LLC's part to sell or continue to sell goods or extend credit to the Client.

ARRAY DISTRIBUTION LLC's records showing the account between ARRAY DISTRIBUTION LLC and the Client shall be prima facia proof of the items therein set forth. This guaranty shall for all purposes be deemed to have been made in, and shall be governed by, the laws of the State of Illinois, and the undersigned consents to the venue and jurisdiction of the courts situated in Champaign County, Illinois. The undersigned hereby waives trial by jury. This guaranty shall be binding upon the undersigned, its successors and assigns and shall insure to the benefit of ARRAY DISTRIBUTION LLC its successors and assigns.

Signature X _____ Title _____ Date _____

Printed Name: _____

CORPORATE GUARANTY AGREEMENT

FOR VALUE RECEIVED AND IN CONSIDERATION OF THE AGREEMENT OF ARRAY DISTRIBUTION LLC, an Illinois corporation (hereinafter, the "Obligee") to ship goods on account from time to time to _____ (a "Purchaser"), which is an affiliate of _____ a _____ corporation (hereinafter, the "Guarantor"). Guarantor hereby unconditionally, jointly and severally, and irrevocably, guarantees the full and prompt payment to Obligee and Obligee's successors and assigns, all amounts due to or to become due, under all existing and future invoices issued by Obligee in connection with all goods shipped by Obligee to Purchaser from time to time (the "Liabilities"). In the event of any default by Purchaser on the Liabilities, Guarantor agrees, on demand by Obligee, to pay all sums guaranteed or due hereunder regardless of any defense, right of set-off or claims which Purchaser or Guarantor may have against the Obligee, which payment or payments of any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the Liabilities or part in full force and affect as if said payment had not been made. Guarantor hereby expressly waives any claim, as that terms is defined in the Federal Bankruptcy Code, which states that the undersigned's responsibility to pay all costs, reasonable attorneys' fees and expenses, and other expenses incurred by Obligee in attempting to collect the Liabilities, or in prosecuting any action against the Purchaser or Guarantor. This guaranty shall for all purposes be deemed to have been made in, and shall be governed by, the laws of the State of Illinois, and the undersigned consents to the venue and jurisdiction of the courts situated in Champaign County, Illinois. The undersigned hereby waives trial by jury. This guaranty shall be binding upon the undersigned, its successors and assigns, and shall insure to the benefit of ARRAY DISTRIBUTION LLC, its successors and assigns.

IN WITNESS WHEREOF, this guaranty has been duly executed as of this _____ day of _____, 20_____.

Guarantor _____

Address _____
