



Corporate Headquarters
 3505 Newpoint Pl., Ste. 450
 Lawrenceville, GA 30048
 800-444-8962
 Fax 770-243-1314

**Please submit, along with a copy of your
 resale certificate, via fax (770-243-1314)
 or e-mail (creditapps@sedintl.com)**

APPLICATION FOR CREDIT

Created for the extension of credit from SED International, Inc. to:

| | |
|----------------------|------------|
| SED Customer # _____ | Date _____ |
|----------------------|------------|

| | | | |
|--|--|---|---------------------------------|
| Company Name and / or DBA | | | |
| Area code and Telephone # (County Code if applicable) | | Fax# | E-Mail Address |
| Billing Address | | City | State and Country Zip+4 |
| Primary Shipping Address | | City | State and Country Zip+4 |
| Accounts Payable Contact & Telephone # | | Accounts Payable E-mail Address | Controller's Name & Telephone # |
| Date Company Started | Annual Sales Volume | Est. Monthly Purchase Volume | Dun & Bradstreet (D & B) Number |
| Resale/Sales Tax# REQUIRED in USA | | Are Financial Statements Available? <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| Employer ID# REQUIRED Out of USA | | | |
| Federal Tax ID# REQUIRED in USA | Country & State of Incorporation | Subsidiary of (if applicable) | |
| Business is: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Other (explain) | Sole Proprietor or One Principals Name | | Date of Birth: (mm / dd / yy) |
| | Address | | Home Phone # |
| | Products purchased from SED Latin America will be shipped primarily to what countries: | | |
| What is your main line of business? <i>Please check all that apply.</i> | | | |
| <input type="checkbox"/> Retail <input type="checkbox"/> System Integrator <input type="checkbox"/> Computer Technology <input type="checkbox"/> Cellular <input type="checkbox"/> On Line reseller <input type="checkbox"/> Solutions provider <input type="checkbox"/> Consumer Electronics | | | |

BANK REFERENCES

| | | | |
|---|-------------------|---------------------|-------------|
| 1st Bank Name | | Contact Name | Telephone # |
| Address (P.O. Box or Street, City, State & Zip/Country) | | Date Account Opened | |
| Checking Account# | Savings Account# | Loan # | |
| 2nd Bank Name | | Contact Name | Telephone # |
| Address (P.O. Box or Street, City, State & Zip/Country) | | Date Account Opened | |
| Checking Account # | Savings Account # | Loan # | |



www.sedonline.com

DOMESTIC/EXPORT CREDIT AGREEMENT *Terms and Conditions*

In signing for the undersigned ("Company") shown below, I agree with SED International, Inc. ("SED") as follows:

- Credit Agreement:** I am authorized to complete and execute this Agreement on behalf of the Company. I understand that SED may investigate both my financial status and the Company's financial status and may request other documents or references from us. If we fail to comply or if we provide false or misleading information, then all credit will terminate immediately, and all account balances will become immediately due and payable.
- Returned Checks:** I understand that if the bank returns a Company check, the Company will be assessed \$70.00 for each check returned. Further, until the Company either wire transfers or sends a cashier's check for the full amount due, the Company will have to pay by cash, cashier's check, or wire transfer in advance for future orders. Also, I authorize SED to bill my credit card if the Company's check is dishonored for any reason or for any other sums due hereunder.
- Past Due:** Company agrees that it shall pay its account when due and that time is of the essence. The terms of payment are that payment is due to be received by SED by the date set forth in each respective SED invoice to Company. If any part of Company's account becomes past due, then the entire account shall become due and payable immediately. Upon Company's default by failing to pay SED when due, SED may pursue any remedy available at law (including all remedies available under the Uniform Commercial Code) or in equity to collect, enforce or satisfy Company's debt to SED.
- Interest and Sales Tax:** Company agrees to pay eighteen (18%) percent annual interest on any balance not paid by its due date. I understand SED will charge sales tax unless and until SED receives the Company's tax exempt certificate for each state in which either SED or Company does business.
- Attorney's Fees:** If any amount due SED is collected through an attorney, we agree to pay all collection expenses, including fifteen (15%) percent of the total amount due as attorney's fees.
- Repossession:** In the event Company defaults on its obligations, SED may enter Company's premises where the inventory and equipment may be located which SED has sold to Company and take possession of and remove said products without liability to Company, and all rights that Company may have in said products shall terminate. Company waives notice and hearing with respect to such retaking. SED may sell or otherwise dispose of said products removed and shall give Company credit for all sums received by SED, less expenses incurred by SED in the disposition.
- Re stocking fees, Return of Product and Refunds:** SED retains the right to charge a restocking fee for all non defective product returns. Customer agrees that SED is under no obligation to make cash refunds for any return of product. All defective products may be returned for replacement only. All non defective product may be returned for credit to Customer's account less restocking fee. No product returns may be made without a return authorization number from SED. Customer agrees that it shall not deduct credits for returned products from its account until SED has posted the credit to Customer's account; and Customer agrees not to withhold payment of Customer's account because credits have not been authorized or issued.
- Security Agreement:** In consideration of SED's extension of credit and to secure payment to SED, Company grants SED a security interest in the following described property wherever located, whether now existing or hereafter acquired: (1) all inventory and equipment delivered to Company by SED; (2) all rights of Company to payment for such inventory and equipment; (3) all additions, improvements, replacements, and substitutions to or for such inventory or equipment; and (4) all insurance proceeds for the foregoing property. Company irrevocably designates and appoints SED its true and lawful attorney in fact for the purpose of executing and filing all documents on behalf of Company to perfect SED's security interest.
- Insurance:** Until SED receives payment for all amounts owed by Company, Company shall keep in good condition all inventory and equipment sold to Company by SED and shall maintain in full force and effect, at its sole cost and expense, insurance policies insuring said inventory and equipment for loss and physical damage. If SED so requests, such policy shall name SED as a loss payee. Said policy shall provide for coverage in an amount at least equal to the outstanding balance owing to SED by Company. Company hereby assigns to SED any sums of money, not in excess of the then unpaid balance due SED, which may become payable under any insurance, including any unearned premiums, and directs any insurer or its agent to make payment directly to SED to be applied to said unpaid balance, and Company hereby appoints SED as Company's attorney in fact with authority to adjust, settle, institute insurance claims, and to endorse any insurance draft or check and collect the proceeds.

10. **Choice of Law and Jurisdiction:** This Agreement shall be governed by the laws of the State of Georgia. Company agrees that all controversies arising out of, or under, this Agreement may be filed and resolved in the courts of Gwinnett County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division. To induce SED to accept this Agreement, Company agrees and consents that jurisdiction and venue are proper in these specified courts, and Company waives all defenses it may have to that jurisdiction and venue.

11. **Additional Terms:** Any verbal modifications or oral agreements regarding this Agreement are void and unenforceable. Any modifications to this Agreement will only be effective when signed by one of the following individuals: SED's Vice President of Credit, SED's Director of Credit, SED's Director of Litigation, or SED's Executive Vice President.

DOMESTIC/EXPORT CREDIT AGREEMENT

In signing this Agreement under seal, I certify that the information provided herein and in the Application for Credit provided herewith is true and accurate, and that if credit is extended, the Company agrees to the terms and conditions set forth in this Agreement. Credit will be issued solely in reliance upon the truthfulness of the statements included in this Agreement and the Application. I authorize SED to contact bank and trade creditors both during the credit review process and from time to time to update the credit file. I also authorize SED to share supplied and obtained credit information, including but not limited to financials, pay history and other reports, to SED's credit insurance company and/or industry vendors. A copy of the Company's Business License accompanies this Agreement.

Date: _____

Signature: _____

Name of Company: _____

Title: _____

Print name here: _____

Personal Guarantee

To induce SED International, Inc. ("SED") to extend credit to _____ ("Company"), the undersigned _____ (Print Name) absolutely and unconditionally guarantees to SED the prompt and full payment when due of any and all Company's indebtedness and liability of every kind, nature and character, to SED, together with eighteen (18%) percent annual interest thereon, plus attorney's fees of fifteen (15%) percent, and all other expenses incurred by SED in collection of such indebtedness and liability.

Guarantor understands that this is a continuing guarantee which can only be terminated by giving written notice to SED by certified mail. Guarantor further understands that this Guarantee will terminate only on the date such notice is received by SED and that such notice will not affect obligations for unpaid sums which came due before notice is received by SED.

Guarantor understands that this Personal Guarantee is governed by the laws of the State of Georgia. Guarantor agrees that all controversies arising out of, or under, this Personal Guarantee may be filed and resolved in the courts of Gwinnett County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division. I agree and consent that jurisdiction and venue are proper in these specified courts, and I waive all defenses I may have to that jurisdiction and venue. Finally, I authorize SED to bill my credit card for the amount of any dishonored Company check and/or for any other monies I may owe SED under this Guarantee. I execute this document under seal on the date listed below.

Date: _____

Signature: _____

Name (print): _____

Home Address: _____

Witness: _____

Witness: _____