

TERMS AND CONDITIONS OF SALE

SOUTHWEST ELECTRONIX SUPPLY, INC., does business with the Applicant under the terms and conditions set forth. Southwest Electronix hereby rejects any terms and conditions contained in any dealer purchase orders, or other business forms, which are different from or in addition to the terms, stated herein.

1. GENERAL TERMS OF PAYMENT AND FINANCIAL REQUIREMENTS.

- A. Terms are subject to approval.
- B. Interest will be charged after maturity on all invoices at the maximum rate allowed by law and are payable in Carrollton, Texas, Dallas County.
- C. You must provide 2 to 3 Trade References that accept your check.
- D. You must have verifiable Bank information for us to accept your company check.
- E. There will be a \$25.00 charge for returned checks in addition to any associated charged for collection.
- F. If you have more than Three NSF/Returned Check, Southwest Electronix will not be able to accept your company check.
- G. If dealer becomes delinquent in payment obligations, Southwest Electronix shall have following rights and remedies provided by law:
 - a. Southwest Electronix may declare all sums immediately due and payable, notwithstanding any credit terms previously in effect.
 - b. Southwest Electronix may refuse any order placed by dealer.
 - c. Southwest Electronix may cancel any accepted orders or delay shipment of any order.
 - d. If credit has been extended by Southwest Electronix to dealer and Southwest Electronix elects to further sales to dealer, Southwest Electronix may require payments on a C.O.D., cash in advance or wire transfer basis.
 - e. In the event collection of sums from dealer to Southwest Electronix is referred to any attorney or if suit is brought to enforce the rights of Southwest Electronix, dealer agrees to pay all costs and reasonable attorneys' fees, including such costs and fees incurred in any appellate proceeding and in executing on any judgment based on dealer's obligation.

2. RETURNS AND REPLACEMENTS

- A. There is a 15% restocking fee for all new merchandise returned for credit.
- B. A return authorization number MUST be issued prior to return of good or defective merchandise.
- C. Exchanges will not be sent in advance. When we receive your defective merchandise, we will send your replacement.

SIGNATURE: _____
PERSONAL GUARANTEE

In consideration of credit being extended by Southwest Electronix to the named applicant for merchandise to be purchased whether applicant be an individual or Individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to Southwest Electronix Supply Co. the faithful payment, when due, of all accounts of said applicant for the purchases made within five years next after the date of this application. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by Southwest Electronix Co. extension of time of payment to applicant, acceptance of partial payment or partial compromise, all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand payment under this guarantee. Absent written permission by creditor, this personal guarantee may not be revoked.

(Signature)

(Signature)

(Signature)

(Signature)

