



Advanced Business Concepts, Inc.  
 5405-B Port Royal Road, Springfield, VA 22151  
 TEL: (703)764-3000 FAX: (703)764-1606  
 www.abcicorp.com

**APPLICATION FOR ACCOUNT**

\_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Trade Name

\_\_\_\_\_  
 Billing Address

\_\_\_\_\_  
 Billing Address2

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Shipping Address

\_\_\_\_\_  
 Shipping Address2

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Phone ( ) Ext.

\_\_\_\_\_  
 FAX ( )

Years in Business \_\_\_\_\_

Type of Ownership:

Proprietorship  Partnership  Corporation

State of Incorporation \_\_\_\_\_

Date of Incorporation \_\_\_\_\_

**If Proprietorship, please provide the following:**

\_\_\_\_\_  
 Owners Name

\_\_\_\_\_  
 Owners Home Address

\_\_\_\_\_  
 City State Zip

Socail Security#: \_\_\_\_\_

**Partners or Officers:**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_  
 Name (please print ot type)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Type of Business

Sales Tax Status:

Tax Exempt Tax ID#: \_\_\_\_\_

Permit#: \_\_\_\_\_

*If Exempt, please attach exemption certificate*

Member of Dun & Bradstreet?  YES  NO Rating \_\_\_\_\_ D&B#: \_\_\_\_\_

*Please indicate anticipated monthly purchases from ABCI:*

- \$1,000-\$5,000
- \$5,000-\$10,000
- \$10,000-\$20,000
- \$20,000-\$50,000
- \$50,000-\$100,000
- \$100,000-\$200,000

<b>Internal Use</b>
_____ Account Number
_____ Terms
_____ Rating



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**Bank Information**

Bank _____	Branch _____	Lending/Account Officer - Phone# _____
Address _____	City _____ State _____ Zip _____	Date Opened _____
Loan Acct.#: _____	Checking Acct.# (Commercial) _____	Checking Acct.# (Personal-Sole Proprietor) _____

**Trade References** *(must have full address & zip code)*

1. Name _____	2. Name _____	3. Name _____
Address _____	Address _____	Address _____
Address2 _____	Address2 _____	Address2 _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____	City _____ State _____ Zip _____
Acct.# _____	Acct.# _____	Acct.# _____
Contact _____	Contact _____	Contact _____
( ) _____	( ) _____	( ) _____
Phone# _____ Ext. _____	Phone# _____ Ext. _____	Phone# _____ Ext. _____

This is our authorization is our authorization to Advanced Business Concepts, Inc. to contact the references provided so that information be obtained to consider granting credit privileges to us. We believe our company is financially able to meet any commitments we have made and intend to pay promptly in accordance with the payments terms indicated on Advanced Business Concepts, Inc. invoices. Should those terms now or at any future date include a service charge for late payment or collection and attorney fees in the event of legal action, we agree to pay such charges. Buyer consents to the in personam jurisdiction of any state or federal court located in the state of Virginia. Buyer agrees that services of process may be by mailing a copy of summons and complaint to buyer at its address set forth in sellers records. In addition, my signature signifies my approval for my bank and creditors to respond to any credit inquiries regarding this application.

*Must be signed in order to process application*

Signature(Auhtorized Agent, Officer or Owner) \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature(Guarantor) \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Internal Use
Approved
<input type="checkbox"/> YES <input type="checkbox"/> NO
Reason Code _____
Reviewed By _____



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## GUARANTY

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, and to induce Advanced Business Concepts, Inc. (the "Promisee") to enter into the Sales Agreement dated \_\_\_\_\_ (the "Agreement") with \_\_\_\_\_ (the "Corporation"), executed and effectiveness of this Guaranty, the undersigned \_\_\_\_\_ (wether one or more, the "Guarantor"), hereby absolutely and unconditionally guarantees the promisee the performance by the corporation of each and every covenant, agreement and obligation of thr corporation under the agreement including, without limitation the payment of the Promisee the performance (or if applicable, his executors, administrators, or legal representatives of state or legatees) of all sums due under the agreement at the time such sums shall be due and payable.

The obligation of Guarantor under this Guaranty shall be a direct and primary obligation, and the Promisee shall not be required any of the Promisees rights or remedies against the Corporation or any Guarantor prior to making any demand on or invoking any of the Promisees rights and remedies against a Guarantor. In furtherance of the foregoing, Promisee may proceed, at one time or successively and without notice to any Guarantor, against any Guarantor, or against any one or more of them. In any action brought by Promisee against a Guarantor under this Guaranty, no Guarantor shall be entitled to, and shall not plead as a defense that Promisee is not legally or equitably insolvent or is dissolved or liquidated, and each Guarantor covenants and agrees to pay the Promisee all costs and expenses (including attorney's fees) incurred by the Promisee in any such action.

This Guaranty and all rights, obligations and liabilities arising hereunder shall be constued and enforced in accordancewith the laws of the State of Virginia.

This Guaranty shall bind each Guarantorbellow and each Guarantor's respective successors ans assigns, and shall insure the benefit of Promisee and Promisees executors, administrators, personal and legalrepresentatives, estate and legatees.

IN WITNESS WHEROF, this Guaranty has been duly executed by the Guarantor(s) on this day of \_\_\_\_\_ year \_\_\_\_\_ .

\_\_\_\_\_  
Signature(Guarantor)

\_\_\_\_\_  
Signature(Guarantor)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Advanced Business Concepts, Inc.

## Sales Agreement

Advanced Business Concepts warrants that the computer hardware and software (Merchandise) delivered shall be that described in the invoice. This is the sole warranty of Advanced Business Concepts. Advanced Business Concepts makes no other warranties of any kind whatever, express or implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Advanced Business Concepts and excluded from this contract.

**Deposits.** A deposit is required on all merchandise purchases from Advanced Business Concepts without an original purchase order, This minimum deposit fee is 15% of the contract price for all items either "Special Order", "Back Order", or "As Is".

**Deposit Refunds.** The following cancellation charges apply; (a) Computer Systems-\$150.00 per system; (b) Special Orders and As Is Purchases – No deposit Refunds.

**Merchandise Return and Replacement.** Advanced Business Concepts will replace merchandise, which has been incorrectly shipped to the customer. The customer must inspect the merchandise upon delivery and; (a) Notify Advanced Business Concepts within 48 hours of receipt of the merchandise that an error or omission in the shipment exists; (b) Show the original of this contract (invoice) to an authorized Advanced Business Concepts representative; (c) Carry-in or ship any incorrectly shipped merchandise to Advanced Business Concepts in original condition; (d) Return the original cartons and packaging; (e) Return all instruction manuals, Documents and Blank Warranty registration cards; (f) Software is not returnable; (g) Defective software will be replaced under the software manufacturers warranty only. All returns must comply with all the requirements set forth in this paragraph. If Advanced Business Concepts receives returned merchandise that does not comply with the requirements of the paragraph, the merchandise will be returned to sender freight collect.

**Warranty Services.** Advanced Business Concepts will honor manufacturers warranties on computer hardware. The customer must comply with the conditions of the manufacturer's warranty in order to obtain the services of Advanced Business Concepts under this paragraph. The customer must deal directly with manufacturer in cases involving warranties that provide free On-Site service. Advanced Business Concepts will use its best efforts to provide warranty service on computer systems within 48 hours after receipt of the customers notice. The articles set forth in this paragraph are specific coverage for Hardware Only NOT Software.

**Damage in Transit.** This is an F.O.B. Advanced Business Concepts place of business contract. As an accommodation and the sole cost and expense of the customer, Advanced Business Concepts will deliver the merchandise to the customers address on the facing page of this contract or as otherwise instructed by the customer. Advanced Business Concepts will ship the merchandise via a common carrier or by one of its own vehicles, as directed by the customer. If the merchandise is damaged in transit by a common carrier, customer shall remain liable to pay the full amount specified in the contract for such merchandise. If the merchandise is damaged in transit by Advanced Business Concepts then Advanced Business Concepts will repair or replace, at its option, the defective merchandise provided however, that the customer must comply with the provisions of paragraph stating Merchandise Return and Replacement policy.

**Limitation of Liability.** Advanced Business Concepts is NOT liable to the customer, or any third party, for direct, consequential or incidental damages: including, but not limited to (a) loss of anticipated profits, (b) loss of data information, (c) down time or (d) loss of use or damage to any equipment, installation, system, operation or service into which the merchandise or parts may be put, or upon which the services are performed. This limitation of Advanced Business concepts liability shall apply to any liability for default under or in connection with the merchandise and any parts delivered or services performed under this contract, whether a claim is based on warranty, failure of any delay in delivery or otherwise. In no event will the amount of Advanced Business Concepts Liability for any reason exceed the purchase price of the merchandise, parts or services for which damages are claimed.

**Late Payment Charges.** Payment is due at the time indicated on the facing page of this contract. Payments not made when due are subject to a financing charge of two (2%) Per Month or the maximum legal amount, whichever is greater. The customer also agrees to pay all expenses of collection, including but not limited to attorney's fees and court costs. In the event of a dispute, the customer is not entitled to withhold any amounts due Advanced Business Concepts under this contract and the charges and costs as set forth in this paragraph shall apply, regardless of any claim by the customer to withhold or delay payment.

**Remedies.** In addition to all legal rights and remedies available to Advanced Business Concepts in the event of a breach of this contract by the customer, Advanced Business Concepts may, at its option, cancel any unshipped portion of this order, withhold delivery and repossess all equipment and materials on the facing page of this contract. The customer shall remain liable for all unpaid amounts due under this contract. The customer hereby grants Advanced Business Concepts a security interest in the merchandise until payment in full is received. The customer will execute any document required to perfect this security interest.

**Assignment of Agreement.** This agreement cannot be reassigned; the customer may not assign, transfer or delegate any of the rights, duties or obligations of this agreement without prior written consent from Advanced Business Concepts. This agreement will be governed by the laws of The State of Virginia, if any of the above terms and conditions is determined to be unenforceable, there will be no effect on the remaining terms and conditions and those terms and conditions will remain enforceable.

THIS CONTRACT PROVIDES THE EXCLUSIVE TERMS OF AGREEMENT BETWEEN ADVANCED BUSINESS CONCEPTS AND THE CUSTOMER, NOTWITHSTANDING ANY OTHER TERMS OR CONDITIONS THAT MAY BE CONTAINED IN ANY ACKNOWLEDGMENT, INVOICE OR OTHER FORM OF THE CUSTOMER. NO STORE EMPLOYEE IS AUTHORIZED TO MAKE CHANGES TO THE CONTRACT OR WAIVE THESE TERMS. IN THE EVENT OF ANY DISPUTE REGARDING THIS CONTRACT, THE LAWS OF THE COMMONWEALTH OF VIRGINIA SHALL GOVERN THE DISPUTE. A FAILURE BY ADVANCED BUSINESS CONCEPTS TO EXERCISE ANY RIGHT IT MAY HAVE UNDER THIS CONTRACT SHALL NOT OPERATE AS A WAIVER OF THAT RIGHT. THE PARAGRAPH HEADINGS ARE FOR THE CONVENIENCE OF THE CUSTOMER AND ADVANCED BUSINESS CONCEPTS AND DO NOT EFFECT THE CONTENTS OF THE PARAGRAPHS. ANY CLAIM BY THE CUSTOMER ALLEGING BREACH OF THIS CONTRACT BY ADVANCED BUSINESS CONCEPTS MUST BE COMMENCED WITHIN (1) YEAR AFTER THE CAUSE OF ACTION OCCURS OR THE ACTION SHALL BE BARED. ADVANCED BUSINESS CONCEPTS MAY CANCEL THIS CONTRACT WITHOUT LIABILITY IF MERCHANDISE ORDERED BECOMES UNAVAILABLE, OR DIFFICULT OR PROHIBITIVELY EXPENSIVE TO OBTAIN, OR IF ADVANCED BUSINESS CONCEPTS ALLOCATION THEREOF FROM ITS VENDOR IS INSUFFICIENT TO MEET DEMAND, OR IF THE VENDOR SUPPLYING ADVANCED BUSINESS CONCEPTS CHANGES ITS PRICE OR TERMS BEFORE DELIVERY.