

BUSINESS ACCOUNT APPLICATION

This application must be completed in full in order to be processed. Please fax this document to 562-407-3110 or mail to the address below. If purchase is subject to resale, please complete and enclose a resale certificate with this application.

ALL CUSTOMERS

Legal Business Name:		Contact Person:	Date Established:
Phone No:		Fax No:	Email:
Physical Address:			City, State, Zip:
Federal Tax ID No:		No. of Employees:	Dun & Bradstreet No:
Annual Sales:		Anticipated Purchase Amount:	A/P Contact:
Billing Address:			City, State, Zip:
Type of Business: <input type="checkbox"/> Corporation <input type="checkbox"/> Sate Incorporated <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor			Signing Officer:
Style of Business: <input type="checkbox"/> MFG. <input type="checkbox"/> Distributor <input type="checkbox"/> Reseller <input type="checkbox"/> End User <input type="checkbox"/> Service			Fiscal Yr. End:
Brands/Products Carried:			
Markets: <input type="checkbox"/> Local <input type="checkbox"/> National <input type="checkbox"/> International			Financial Statements <input type="checkbox"/> Enclosed <input type="checkbox"/> Not Enclosed
Officer's/Owners:			
1. Name:		SS#:	Home Phone:
2. Name		SS#:	Home Phone:
Parent Company:			
Name:		Address:	City, State, Zip:
Does Parent Company Guarantee Debt? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, pleas give details:			
Bank/Financial Institutions:			
1. Bank Name:		Phone No:	Fax No:
Address:			City, State, Zip:
Account Officer:		Account No:	Loan No:
2. Bank Name:		Phone No:	Fax No:
Address:			City, State, Zip:
Account Officer:		Account No:	Loan No:

13071 Arctic Circle Santa Fe Springs, CA 90670 • Tel: (562)407-3100 • Fax: (562)407-3110
 www.icella.com • e-mail: accounting@icella.com

Trade References:		
1. Company Name:	Phone No:	Fax No:
Address:		City, State, Zip:
No. of years done business with this company		Account No:
2. Company Name:	Phone No:	Fax No:
Address:		City, State, Zip:
No. of years done business with this company		Account No:
3. Company Name:	Phone No:	Fax No:
Address:		City, State, Zip:
No. of years done business with this company		Account No:

FOR CREDIT CARD CUSTOMERS ONLY:

<i>Must include copies of credit card (front & back) and Driver's license. Copies to be enlarged 2X for verification.</i>		
Name of Card Holder:	Credit Card No:	Expiration Date:
Type of Card: [] Visa [] Master Card [] American Express [] Discover		
Billing Address:		City, State, Zip:

Terms of sale, including terms of payment and charges, for each purchase are agreed to be those specified on the face of each invoice. The customer hereby agrees to pay all costs of collection or legal fees should such action be necessary due to non-payment. It is understood that the venue for litigation will be made in Orange County, California and that by signing this application in the space provided below, we understand that we are hereby waiving our rights to litigate outside of Orange County, California. It is understood that if payment is not made and litigation or collections costs of any kind are incurred by iCella, Inc., we promise to pay any reasonable and necessary attorney, court, or collection costs iCella, inc. may incur while attempting to collect payment for goods sold to the above applicant. The above information is willingly supplied and the creditor is authorized to contact the above name, trade references, bank references as well as any third party credit reporting agencies in order to establish the credit worthiness of the above named company. If the applicant is not a corporation, the creditor is authorized to obtain credit reports on the proprietors, partners or principals. Should any credit be granted by the creditor, all decisions with respect to the extension or continuation shall be in the sole discretion of the creditor. The creditor may terminate credit privileges within its sole discretion. All checks returned by the bank as unpaid, will be subjected to a \$25.00 NSF fee and all accounts past due 30 days or more will incur a 1.5% interest per month up to a maximum of 18% per annum. *Credit card customers, by signing this application, authorize iCella, Inc. to debit their credit card for the purchase amount.

Company Name: _____ Authorized Signature: _____
 Printed Name: _____ Title: _____ Date: _____

Personal Guarantee The undersigned, for consideration, do hereby individually and personally guarantee the full and prompt payment of all indebtedness heretofore and hereafter incurred by the above business. This guarantee shall not be affected by the amount of credit extended or any change in the form of said indebtedness. Notice of the acceptance of this guarantee, extension of credit, modification in terms of payment, and any right or demand to proceed against the principle debtor is hereby waived. This guarantee may only be revoked by written notice which shall be sent to the creditor's credit office by certified mail. Any revocation does not revoke the obligation of the guarantors to provide payment for the indebtedness incurred prior to the revocation. The undersigned personal guarantor hereby waives all rights to receive notice of default and presentment of claim. It is understood that iCella, Inc. has the option to pursue any claim in connection with this agreement or related transactions against the personal guarantor without first pursuing the primary obligator.

Guarantor Name: _____ Social Security Number: _____
 Signature: _____ Date: _____
 Home Address: _____ City, State, Zip: _____

If purchase is subject to resale, please complete and enclose this Blanket Resale Certificate with the Credit Application form. Customers without this Resale Certificate will be charged with the appropriate sales tax as required by law. Note: PLEASE ATTACH A COPY OF YOUR BUSINESS PERMIT WHEN SUBMITTING YOUR APPLICATION.

BLANKET RESALE CERTIFICATE

The undersigned hereby certifies that all materials, goods or services purchased by the undersigned from iCella, Inc. after the date of this certificate are purchased for the following purposes:

[] Resale as tangible personal property in this present form or as a component part of tangible property.

[] To be incorporated as a component part of tangible personal property upon which taxable services will be performed or will be actually transferred to the purchaser of the service in conjunction with the performance of the service.

[] Other. Please specify.

This certificate shall be considered a part of each order which we shall hereinafter place with iCella, Inc., provided such order contains our name, address and Resale Certificate Number. This certificate will be in full force until revoked in writing.

Company Name: _____ Phone No.: _____

Address: _____ City, State. Zip: _____

Resale/Seller's Permit No.: _____

State
Issued: _____

Authorized Signature: _____ Date: _____

TERMS AND CONDITIONS OF SALE

SAMPLE:

Sample orders are available only toward the first time buyer and are shipped out with the term of C.O.D. and the amount paid on the sample order will be credited toward the customer's first order, unless other arrangements have been made in advance.

MINIMUM ORDER:

Orders less than \$50.00 will have a \$5.00 service charge added. For will-call orders, the minimum order amount is \$30.00.

ORDER ACCEPTANCE:

All orders are subject to final approval and acceptance by iCella, Inc. All orders remain the property of iCella, Inc. unless they are paid in full by the customer. Special orders will be required a twenty-five (25) to fifty (50) % non-refundable deposit before the order will be placed.

PRODUCT INSPECTION:

Inspection of all products purchased from iCella, Inc. is the sole responsibility of the customer. This inspection for items shipped by UPS or Federal Express must be made within ten (10) business days of invoice date. The inspections for items picked up must be made at iCella, Inc.'s warehouse. We are not responsible for missing items once the items have left our premises. Failure to do so may constitute a waiver of the customer's right of inspection and will be equivalent to acceptance of the merchandise, regardless of error or fault. Ninety (90)-day limited replacement warranty is on all products unless otherwise specified. Products subjected to misuse of abuse are not returnable.

RETURNS:

All returns and exchanged merchandise must have a Return Merchandise Authorization (RMA) number visibly written on each carton. The RMA number will be issued after the customer filled out the RMA form. Only return the specific quantities and products you are authorized under R.M.A. All returns without an RMA number will be rejected by iCella, Inc. iCella, Inc. will not be responsible for the loss of all returns without RMA number. All returns or exchanges must be accompanied with the original invoice within 10 days of the invoice date. No returns will be accepted after 30 days. iCella, Inc. liability is limited to purchase invoice value. All returns must be in original package and are subject to a minimum of twenty-five (25) % restocking fee. All accessory returns and exchanges purchased from iCella, Inc. must be in the original sealed condition. Defective accessories may be exchanged for same title only. Due to the nature of wireless business, no returns will be allowed for discontinued models or items sold at two (2) dollars or less. The warranty is only limited to defective items. Prior to the process of the RMA, iCella, Inc. requires the customer to fax the signed RMA back to iCella, Inc.

REFUSED SHIPMENTS:

Unless otherwise determined by the iCella, Inc., shipments refused by a customer will be considered to be the Customer's error and will be recorded on the customer's account history. Any freight charges incurred will be billed to the customer. If the purchaser's refused shipment is returned and not reshipped, a twenty five (25) % restocking fee will be assessed. If a purchaser shows a history of refused shipment, a prepaid only status may be determined by iCella, Inc. at any time for an undetermined period of time.

SHIPPING:

iCella, Inc. will make every effort to ship the merchandise as soon as possible. We are not responsible for orders not shipped out on the date of order. All shipment will be made via United Parcel Service (UPS) or Federal Express (FedEx) unless otherwise specified, and F.O.B Santa Fe Springs, California. All risk of loss and damage in transit shall be borne by the customer. We also accept drop-shipment orders for a nominal fee of \$3.00 per order.

MATERIAL AND HANDLING CHARGES:

In order to recoup the rising costs of shipping materials and handling, iCella, Inc. may add nominal material and handling charges to the order.

FREIGHT OPTIONS:

- UPS GROUND / FedEx GROUND 3RD PARTY TRUCKING
- UPS 3 DAY / FedEx 3 DAY 3 working days in the continent of USA UPS 2 DAY / FedEx 2 DAY 2 working days in the continent of USA
- UPS OVERNIGHT / FEDEX OVERNIGHT Next business afternoon in the continent of USA
- UPS PRIORITY OVERNITE/ FEDEX PRIORITY OVERNIGHT Next business morning in the continent of USA

PAYMENT:

C.O.D.: Cashier's check if preferred for the first time purchaser. Company check may be accepted upon the completion and approval of the Blanket Resale Form and Company Check Acceptance Form.

TELECHECK: Company check may be acceptable upon the approval of Telecheck. A copy of the customer's Company check must be faxed to iCella, Inc. before it can be approved by Telecheck and upon delivery of the merchandise the actual check has to match with the faxed copy.

OPEN ACCOUNT: May be acceptable upon the completion and approval of the Blanket Resale Form and Account Application and accessed a 5 to 15% price increase. Any company check returned to iCella, Inc. for "Non Sufficient funds" (N.S.F.) may jeopardize that company's privileges to pay on credit or by company check. iCella, Inc. has the right to revoke the term or company check privileges of any purchaser that does not pay promptly or has a check returned to iCella, Inc., and to place such customer on a C.O.D. (Cashier's Check) or prepaid status for an undetermined period of time. A \$25.00 service charge will be assessed to all returned checks. NSF checks cannot be replaced by another check, only by cashier's check. Check that has been placed a stop payment will be assessed a \$30.00 service charge per check. Any refunds purchased by "check" will be held up by iCella, Inc. until the check clears the bank. All refunds will be sent from the iCella, Inc. Interest at the current legal rate will be charged on all past due accounts. A late charge fee of 1.5% per month or \$15.00 minimum will be charged to all net term customers for a past due accounts.

ACCOUNT POLICIES:

- Approval of all open accounts requires two to three weeks of evaluation on the submitted credit application.
- Accounts on NET 10, 15, or 30 DAYS who habitually pay late will be reverted back to Cashier's check basis only.
- Accounts on COD Company Check or Net terms must only use their pre-approved company's checking account.
- To avoid delay of shipments, please notify us immediately via fax or mail of any changes of your telephone number, address, shipping address, etc.
- Purchase orders need to be submitted via fax, by all accounts on credit terms, to avoid delays of shipments.
- Accounts who exceed their established limits will be allowed to place additional orders on COD Cashier's check terms. If the account feels that the limits are inadequate, they should apply for an account review.
- California based customers require Resale permit copy.

WARRANTY:

iCella, Inc. guarantees a 90-day limited warranty on all of our products unless otherwise stated. No returns will be allowed for discontinued models or items sold at two (2) dollars or less. Limited warranty for our products covers defect in workmanship. Limited Warranty does not cover for phone damage and/or car damage due to use of the after market accessories. We reserve the right to refuse service to anyone. Complete parts required for replacement. Prices and service fees are subject to change without notice.

_____ Company Name	_____ Tel.
_____ Print Name	_____ Title
_____ Signature	_____ Date

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Credit Card Authorization

Name of Cardholder (as appears on card): _____

Credit Card #: _____ - _____ - _____

Exp. Date: ____/____/____ (mm/yy) CVV Code: _____

Type of Card: Visa Master Card American Express Discover

PLEASE INCLUDE A COPY OF CREDIT CARD (FRONT & BACK) AND CARDHOLDER'S DRIVER'S LICENSE

Company Name: _____

Business Phone #: _____

Billing Address: (as appears on credit card statement)

Shipping Address: (if different from billing address)

Terms and Conditions:

All charges are based upon the amount of the invoice that is due, with or without shipping charges. By signing this credit card authorization form, the cardholder authorizes iCella, Inc. to debit the credit card stated above for the amount of each invoice due as payment of the products/goods ordered or received. Net term and C.O.D. customers, by signing this form, authorize iCella, Inc. to charge the above stated credit card in any event that a non-payment or a check stop payment occurs. In the event that a non-payment, charge back, or any dispute occurs, the products/ goods in question are the property of iCella, Inc. until the payment is made in full. iCella, Inc. reserves all rights to collect any unpaid products/goods, charge backs, collection for legal fees and all other charges that occurred in assisting the process.

Print Full Name: _____

Card Holder's Signature: _____ Date: _____/_____/_____

This agreement is legally binding between the mentioned customer and iCella, Inc. The customer's signature attests financial responsibility for all goods and services received.

FAX 562-407-3110

******REQUIRED******

For Credit Card or Company Check Customers



Copy of Driver's License or State issued ID

For Credit Card Customers



Copy of Credit Card Front



Copy of Credit Card Back