



762 Summa ave  
Westbury, New York 11590

**General Information**

Applicant: \_\_\_\_\_

DBA: \_\_\_\_\_

Ship to Address: \_\_\_\_\_

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

Bill to Address: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Business:  Corporation  Partnership  Sole Proprietor  Other: \_\_\_\_\_

Authorized Purchasing Agent: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

D & B #: \_\_\_\_\_ Federal Tax I.D. #: \_\_\_\_\_

**Officers of the Company**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_

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

S.S. # \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Home Telephone #: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_

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

S.S. # \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Home Telephone #: \_\_\_\_\_

---

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_

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

S.S. # \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Home Telephone #: \_\_\_\_\_

---

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_

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

S.S. # \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Home Telephone #: \_\_\_\_\_

**Bank References**

Bank: \_\_\_\_\_ Account #: \_\_\_\_\_

Address: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Checking Account #: \_\_\_\_\_

Savings Account #: \_\_\_\_\_

---

Bank: \_\_\_\_\_ Account #: \_\_\_\_\_

Address: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Checking Account #: \_\_\_\_\_

Savings Account #: \_\_\_\_\_

**Trade References**

Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ Account #: \_\_\_\_\_

---

Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ Account #: \_\_\_\_\_

---

Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ Account #: \_\_\_\_\_

---

The information furnished in this application is true and accurate and if any changes occur, the undersigned will notify We Sell Cellular immediately. We understand that We Sell Cellular is relying upon the information contained herein to determine whether to extend or continue the financial accommodation which is requested by Applicant. We Sell Cellular is hereby authorized to verify the information provided in this application and to receive any information about the Applicant and its Principals, as well as any other relevant credit information in order to determine whether to grant credit to Applicant.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Signature

**RESALE CERTIFICATE**

\_\_\_\_\_  
(Name of Purchaser)

\_\_\_\_\_  
(Address of Purchaser)

\_\_\_\_\_  
(City, State, Zip Code)

**I HEREBY CERTIFY:** That I hold a valid Seller's permit #: \_\_\_\_\_

Issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

That the tangible personal property described herein which I shall purchase from **WE SELL CELLULAR**

Located at **77b Bloomingdale Road Hicksville, New York 11801** will be resold by me in the form of

Tangible personal property; PROVIDED, however, that in the event any such property is used for any

Purpose other than retention, demonstration, or display while holding it for sale in the regular course of

Business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax,

measured by the purchase price of such property.

Description of property to be purchased: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Print Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Personal Guarantee**

For value received and in consideration of We Sell Cellular extending credit to the Applicant, the undersigned individual (the "Guarantor") agrees to be held individually responsible and liable for Applicant's compliance with all of the terms and conditions of this Agreement. Further, Guarantor hereby absolutely, unconditionally, jointly and severally, guarantees the prompt payment and performance, when due, of any loans, advances, or extensions of credit extended to the Applicant by We Sell Cellular, pursuant to this Agreement, including but not limited to, the payment of any late fees and interest on collection costs (including attorneys' fees). This Personal Guarantee shall be binding upon the Guarantor, and upon the Guarantor's heirs, personal representatives, successors and assigns. The obligations of the Guarantor hereunder are independent of the obligations of the Applicant and, in the event of any default hereunder, a separate cause of action may be brought against the Guarantor whether or not the Applicant is joined herein or a separate action is brought against the Applicant.

Date: \_\_\_\_\_

Print Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## Terms and Conditions

**Credit Approval:** All orders are subject to approval of credit by We Sell Cellular. Approval may be withheld by We Sell Cellular in its sole discretion.

**Credit Line:** We Sell Cellular may assign Applicants a credit line, which, in its sole discretion, We Sell Cellular may increase, decrease, or terminate at any time without prior notice to Applicant, except as otherwise provided by law.

**Payment:** Payment of the invoiced amount of goods purchased from We Sell Cellular shall be made in the amount and pursuant to the terms set forth on each invoice. If Applicant defaults in making payment when due, the total outstanding balance of all invoices together with interest and collection costs as provided for herein, shall become immediately due and payable.

**Interest:** Applicant agrees to pay interest in the amount of either (i) 1.5% per month, (ii) the highest rate permitted by law, whichever is less, on any payment past due.

**Accurate Information:** Applicant certifies that the information furnished under this application and on any related financial statement is true and correct and that this information is being provided to We Sell Cellular for the purpose of inducing We Sell Cellular to extend credit to applicant. Applicant understands that We Sell Cellular intends to rely upon such information as correct.

**Collection Expenses:** Applicant agrees to pay We Sell Cellular all costs and expenses, including without limitation, reasonable attorney fees, fees of any collection agency, and court costs, incurred by We Sell Cellular in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

**Supplier's Terms Control:** These terms and Conditions shall control and prevail over any conflicting terms, including, without limitation, those contained in any purchase order.

**Time:** All terms referring to lapse of time when set forth on We Sell Cellular invoices shall be measured from the invoice date and not from the date of receipt of goods.

**Risk of Loss:** Risk of loss or damage, and title to goods shipped shall pass as specified ("FOB") on We Sell Cellular's invoice. Upon receipt of shipment, Applicant or its consignee shall be responsible for checking the contents of shipment and securing written acknowledgment from the delivering carrier as to any shortages, loss, or damage. Such shortages, loss, or damage must be reported to We Sell Cellular in writing within 24 hours of receipt of shipment.

**Manufacturer's Warranty:** We Sell Cellular shall pass through to Applicant such warranties as are provided to We Sell Cellular by the manufacturer for product purchased by Applicant.

**Disclaimer of Warranties:** We Sell Cellular makes no warranty with respect to any product purchased by Applicant. The manufacturer's warranty, passed through by We Sell Cellular to Applicant hereunder, shall be in lieu of any other warranty, express or implied, including without limitation, any implied warranty of merchantability of fitness for any particular purpose.

**Limitation of Liability:** Applicant's sole and exclusive remedy relating to products purchased from We Sell Cellular shall be the remedy, if any, afforded by the manufacturer or such products to Applicant and/or Applicant's customers as provided by Manufacturer's Warranty, within the time period specified herein. No other remedy, including without limitation, incidental or consequential damage for lost profits, lost sales,

injury to persons or property or any other incidental or consequential loss shall be available to Applicant or Applicant's customers.

**No Refunds:** Products are only returnable subject to the conditions of We Sell Cellular's Return Policy afforded hereto. In all instances allowable returns will be received for exchange or credit only; refunds will not be issued.

**Failure to Deliver:** Applicant's sole remedy in any event of We Sell Cellular's failure to deliver goods as promised shall be Applicant's option to cancel its order. Under no circumstances shall We Sell Cellular be liable for either incidental or consequential loss, or lost profits.

**Governing Law and Forum:** These terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York. Any litigation concerning, or to enforce, the provisions here of shall be brought in the federal or state courts, as the case may be, sitting in the County of Nassau, State of New York.

**General:** (a) No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties, (b) The failure of We Sell Cellular to insist, in any one or more instances, upon performance hereunder, is not a waiver of its right to future performance of any term, covenant, or condition or to the future exercise of such right, (c) If any provision of this Agreement is unenforceable, (d) this Agreement shall be binding upon and, except as otherwise provided herein, shall insure to the benefit of the parties hereto and there respective successors and assigns, (e) The rights and remedies granted herein are non-exclusive to those otherwise available in equity, (f) The terms and conditions of this Agreement and of any sale or payment made pursuant hereto are performable in Nassau County, State of New York, (g) All headings hereunder are provided for the convenience of the reader only, and are not to be construed in the interpretation of the provisions hereof.

Date: \_\_\_\_\_

Print Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_