## digitalstorage

Dexxxon Digital Storage, Inc. 7611 Green Meadows Drive Lewis Center, OH 43035 Phone 740.549.6845 Fax 740.548.7978

## **CREDIT APPLICATION AND AGREEMENT**

Application process may be delayed or denied if all fields are not complete

	BUSINESS INFORMATION	
Legal Name of Business:		
DBA:		
Phone:	Fax:	Website:
Business Address (No PO Boxes):		
City:	State:	Zip Code:
Billing Address (if different)		
City:	State:	Zip Code:
E-mail address for invoices:		
A/P Contact Information:		
Name:	Direct Line:	
Email:		

TERMS REQUESTED				
Net Terms: [ ]	ACH/Wire: [ ]	Credit Card [authorization form attached] [ ]		
Credit Limit Requested*:				
*Please include the most recent financials if requesting limit of more than \$20,000. Personal guarantee maybe requested if financials do not support higher limits.				

OWNERSHIP INFORMATION					
Date Business Established:	Federal Tax ID#:				
Dun and Bradstreet Number:	State of Incorporation:				
	Resale Tax Certificate must be included				
Type of Business (check all that apply)					
Public: [ ] If Public, Stock Symbol:					
Sole Proprietorship: [ ] Partnership: [ ]	Corporation: [ ]	LC: [ ]			
Is there a Parent Company? Yes:[ ] No: [ ] Name of Parent Company:					
Is there a Subsidiary Company? Yes:[] No:[] Name of Subsidiary:					
Please Provide a list of Company Principals:					
Principal 1:	Title:	% of Ownership:			
Principal 2:	Title:	% of Ownership:			
Principal 3:	Title:	% of Ownership:			

TRADE AND BANK REFERENCES					
Trade Reference 1		[ ] Check here if Trade Reference sheet is attached			
Company Name:			Account N	umber:	
Phone:		Fax:	Website:	Website:	
Business Address:					
City:		State:		Zip Code:	
Trade Reference 2					
Company Name:			Account N	Account Number:	
Phone:		Fax:	Website:	Website:	
Business Address:					
City:	City:		Zip Code:	Zip Code:	
Bank Reference: Complete for credit requests over \$20,000					
Bank Name:	k Name: C		Checking Account #:		
Phone:	Fax:	Fax: Website		<u>}:</u>	
Address:					
City: State:		State:		Zip Code:	
Bank Contact:		Line of Credit Account	t #:		

## AUTHORIZATED SIGNATURE AND AGREEMENT

This Agreement and the Credit Application are submitted by an authorized representative of the undersigned (hereafter "Buyer") to Dexxxon Digital Storage, Inc. (hereafter "Seller"), to obtain trade credit. Buyer agrees to pay Seller for each purchase in accordance with the terms stated on the respective invoices and to pay Seller a finance charge, in an amount equal to 1.5% per month, or the maximum provided by law (whichever is less) for invoice amounts that are past due. Default shall mean any unpaid as of the due date of that invoice. Upon Buyer's default in any such payment(s), Seller has the right, without notice to Buyer, to declare all invoice amounts immediately due and payable. In the event Seller commences any action, or otherwise seeks to enforce this agreement against Buyer of any Guarantor. Buyer shall pay all collection agent fees and expenses, reasonable attorney(s) fees, court and other expenses incurred by Seller, whether or not suit is filed. This agreement is not transferable or assignable without prior written consent of Seller. This agreement shall become effective upon acceptance by Seller. Seller reserves the right to modify, curtail, or eliminate credit availability to the Buyer within its sole discretion. Buyer agrees that all sales shall be governed by Seller's standard terms and conditions of sale and posted on Seller's internet site at www.digitalstorage.com, unless Seller and Buyer have executed a separate agreement which specifically supersedes and replaces those terms and conditions. No terms or conditions of any purchase order or similar document shall be binding on Seller contrary to Seller's published standard terms and conditions. This agreement and all other agreements with Seller including but not limited to, the standard terms and conditions of sale, are considered to be single integrated agreement. Buyer further acknowledges that the appropriate forum for litigation with respect to the enforcement of this credit application and any agreement for sale of goods shall be in a court of competent jurisdiction in Delaware County, Ohio. Notwithstanding the place of business of Buyer or the place of execution of this credit application and agreement, the laws of the State of Ohio shall control the construction, interpretation and enforcement of this credit application and agreement and all matters related to this credit application and agreement, without application or reference to conflict of laws provisions. EACH PARTY HERBY WAIVES TRIAL BY JURY IN ANY ACTION. PROCEEDING, CLAIM, OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CREDIT APPLICATION AND ANY AGREEMENT HEREUNDER. Buyer hereby represents and warrants that the information provided in this application and in any and all additional documents, financial statement or other information furnished by Buyer to Seller is true and correct in all material respects and contains all information necessary so that this application is not materially misleading. Buyer acknowledges that Seller is relying on the accuracy of the information provided by the Buyer. The Buyer consents to and authorizes the release of all banking and credit information. This form may be reproduced or photocopied and a faxed copy shall be as effective as the original.

Title:
on this day , 20