



Total Computer Solution Provider

ACCOUNT APPLICATION

Thank you for your interest in becoming a Patch Computers Ltd. account. We make every attempt to protect our customer's business by ensuring that we only deal with computer resellers, VARS or corporate accounts with IT people on staff. We therefore ask you to please complete the attached application completely and **return ALL pages of this application** along with copies of:

- Business License
- Certificate of Incorporation
- Company Cheque (Void)
- Business Card

Below is an overview of Patch Computers Ltd. policies and procedures provided for your information. Please read, sign and return each of the following information sections carefully to indicate your understanding and approval. **NOTE: Only signed & complete applications will be considered.**

COMPANY POLICIES AND PROCEDURES – Part I

BUSINESS HOURS:

9 AM to 5 PM local time, Monday through Friday. 24 x 7 WWW access at: <http://www.patchcomputers.com>

Branch Offices:

Patch Computers Ltd. (Head Office)
106, 3830 Jacombs Rd
Richmond, BC
V6V 1Y6
Ph: (604) 273-4408
Fax: (604) 273-2903

Patch Computers Ltd.
110, 3510 – 29th Street NE
Calgary, AB
T1Y 5Y7
Ph: (403) 250-5340
Fax: (403) 250-7523

Patch Computers Ltd.
101, 17868 – 106 Ave NW
Edmonton, AB
T5S 1V4
Ph: (780) 489-1177
Fax: (780) 489-9777

Patch Computers Ltd.
11451 - 98th Avenue
Grande Prairie, AB
T8V 5S5
Ph: (780) 532-9700
Fax: (780) 532-9750

PRICING STRUCTURE:

All prices quoted are subject to change without notice.

For larger quotes, please call for current pricing. All prices are subject to seven percent (7%) G.S.T.

PAYMENT POLICIES:

Please note that all new accounts will be on a Cash or Bank Draft basis for at least the first purchase. To change payment methods will depend solely on volume and frequency of purchases and quality of credit information and history provided. Accepted payment methods are outlined below:

CASH OR BANK DRAFT: All purchases must be paid with cash or a bank draft for the full amount of the purchase. Picture ID may be requested for your protection. Due to the increasing counterfeit currency problem, Patch Computers Ltd. reserves the right to refuse any suspicious currency, bank draft or certified cheque.

VISA / MasterCard: Please note that there is a 3% handling charge when this method is used. Sorry, no phone orders accepted. Picture ID may be requested for your protection.

COD (with limit): Upon approval of your dealer application, we may accept your personalized company cheque up to the limit set on your account. Any invoice over this amount must be paid with cash or bank draft. 2 pieces of proper ID are required. NO counter or 3rd party cheques will be accepted.

TERMS (with limit): ONLY ON SPECIAL REQUEST, and on submission with COMPLETE credit information and approval granted by our head office finance manager, we will open a revolving account with your firm (limits, terms and interest rates will be itemized on the credit application). Note that this option is only available to larger resellers and corporates with an excellent credit history. Limits will be strictly adhered to. Please note that overdue accounts will be subject to a twelve percent (12%) financing charge. Any NSF/returned cheques must be re-paid by cash, certified cheque or bank draft immediately. A service charge of \$30.00 will be levied against this account. No merchandise will be released to any customer with overdue amounts or outstanding NSF cheques, or if the merchandise amount will bring the customer over their credit limit. Any NSF/returned cheques will automatically place the dealer's account on a cash or bankdraft basis, unless accompanied by a letter from their bank acknowledging a bank error.

MERCHANDISE RETURN \ WARRANTY SERVICE PROCEDURES:

All SUPRA Personal Computer Systems are subject to the warranty as listed on the original invoice. All other items carry a manufacturer depot warranty only unless otherwise specified on our invoice. Warranty begins when the product leaves our warehouse. No items will be accepted for credit or exchange unless returned within seven (7) days of purchase, and MUST be in new condition with all boxes, manuals and packing material included. All claims must be made within 5 days. We will issue a credit on the account (less a fifteen (15) percent restocking fee), only after the item has been tested and returned to a saleable condition.

In order to provide the most efficient service to our dealers, the following merchandise return and warranty service guidelines should be followed to ensure best results.

Patch Computers Ltd. has full time technical staff available to assist our dealers in determining whether any product is defective prior to its return. Once the equipment has left our warehouse, it is the responsibility of the dealer to ensure that any required driver upgrades or preventative maintenance is carried out.



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Warranty will cover initial hardware, software and driver setup only. Data backup and dealer or end-user supplied software and hardware is NOT covered by our warranty and is subject to labor charges at regular shop rates as required for re-installation and or removal for testing or troubleshooting. Any item where no fault is found will be subject to a \$25 fee.

Please do NOT refer end-users to Patch Computers Ltd. We will not be able to provide technical support to the end-user directly. End-users will be referred back to their respective dealers for technical support unless explicit arrangements have been established well in advance. Patch Computers Ltd. will not be liable for repair charges from 3rd parties or disputes arising from the use of 3rd party repair facilities.

Unless specified otherwise on the original invoice, sales guide or web site, all items (except RAM and CPU) have a 15 day DOA exchange warranty from the date of our invoice with the balance of any warranty provided by the manufacturer.

For items with Manufacturer Direct Warranty, Our technical staff may be able to provide a recommended phone fix, or direct the dealer to the manufacturer's closest Authorized Repair Center. Most items require a valid RMA number prior to return to the repair center. Note: Special order parts carry a manufacturer depot warranty - please refer the manufacturer for warranty details.

Dealers are responsible for obtaining a valid RMA number. An RMA authorization number MUST be obtained PRIOR to returning any product. Customer and product information is required to process an RMA. Please phone, fax or e-mail for an RMA number, which will be valid for 7 days. By providing an RMA number, Patch Computers Ltd. does not guarantee that warranty service will be provided, replacements will be given, or that return for credit will be approved.

Returns not conforming to the appropriate procedures will be returned, freight collect. Patch Computers Ltd. CANNOT replace product that is returned improperly packaged, marked, or physically damaged.

Loaner equipment may be made available (a minimal charge may apply) at the discretion of the service technician. However, Patch Computers Ltd. is not responsible for providing loaner equipment and reserves the right to refuse loaners where our technicians have not been able to determine a hardware failure in advance.

ALL warranty shipments must be in the original packaging materials (or equivalent packaging for unboxed components). Products must be in their original packaging material and box, all undamaged and unmarked, including anti-static bags, manuals, disks and cables, if originally included.

It is the dealer's responsibility to advise their clients NOT to discard any packaging for the period of the product warranty! Improperly packaged products can be damaged in shipping and will be refused and will void any warranty. A minimum \$25 charge will apply for any item that will require repackaging prior to return to the manufacturer.

Do not cut, mark or apply shipping labels to or from original retail cartons. Those items should be repacked in a protective box or wrapper. Patch Computers Ltd. recommends use of a heatgun to properly remove any labels without damage to the retail box.

Anti-static bags for memory bare boards or where any exposed circuitry exists is a MUST! Items returned or shipped without proper anti-static precautions will immediately VOID any warranty!

All warranty claims should include a copy of the original invoice and a brief description of the problem written on our RMA Form. Collect warranty shipments will not be accepted: the cost of shipping & insurance on warranty products is the responsibility of the dealer. Please be sure that shipments are sent "Door to Door" as items will not be picked up from the courier's depot.

Enclose a completed RMA form including RMA number(s) with your shipment. Please refer to that RMA on all correspondences. Properly documented warranty exchanges will receive priority. We request at least 48 hours to test any returns.

NOTE: Shipments to Patch Computers Ltd. MUST BE PREPAID WITH THE RMA NUMBER ON THE LABEL. A \$25.00 fee will be charged to locate a copy of your original invoice. Product that has been deliberately marked by the customer(s) for ID purposes will NOT be accepted for replacement. We recommend a small, easy-to-remove sticker be utilized for ID purposes, to show invoice number, invoice date, etc.

Please also visit the dealer area of our home page at <http://www.supracomputers.com> for a complete online listing of policies, procedures and warranty information for Patch Computers Ltd. and it's clients.

TERMS AND CONDITIONS OF SALE

THIS CONSTITUTES ACCEPTANCE BY PATCH COMPUTERS LTD. ("SELLER") OF BUYER'S PURCHASE ORDER REFERENCED BY CUSTOMER ORDER NUMBER ON OUR INVOICE (OR BUYER'S TELEPHONIC ORDER, IF APPLICABLE), EXCEPT THAT UNLESS BUYER AND SELLER HAVE EXECUTED A MASTER CONTRACT WHICH SPECIFICALLY SUPERSEDES AND REPLACES THE TERMS AND CONDITIONS HEREIN. THIS ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL UPON BUYER'S ASSENT, EXPRESS OR IMPLIED TO THE TERMS AND CONDITIONS SET FORTH HEREIN WITHOUT MODIFICATION OR ADDITION.

1. ACCEPTANCE

Buyer's acceptance of these terms and conditions shall be indicated by any of the following, whichever first occurs: (a) Buyer's written acknowledgment hereof, (b) Buyer's acceptance of any shipment of any part of the items specified for delivery on our invoice (the 'Products'), (c) Buyer's failure to acknowledge or reject these terms and conditions in writing within five business days after delivery, or (d) any other act or expression of acceptance by Buyer. Buyer's acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception and any term, condition, or proposal hereafter submitted by



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Buyer (whether oral or in writing) which is inconsistent with or in addition to the terms and conditions set forth hereon is objected to and is hereby rejected by Seller. Seller's silence or failure to respond to any such subsequent term, condition or proposal shall not be deemed to be Seller's acceptance or approval thereof.

2. DELIVERY

Unless otherwise agreed in writing, delivery shall be made in accordance with Seller's shipping policy in effect on the date of shipment. Title to, and all risk of loss or damage with respect to, the Products shall pass to Buyer upon delivery by Seller to the carrier or Buyer's representative at Seller's warehouse or plant. Delivery is subject to the payment provisions set forth herein and to Seller's receipt from Buyer of all necessary information and documentation from Buyer, including all import certificates, licenses and other documents as may be required from Buyer for export of the Product. Buyer shall promptly notify Seller, in no event later than five (5) business days after delivery, of any claimed shortages or refection as to any delivery. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to give any such notice within such time shall be deemed acceptance in full of any such delivery. Seller shall not be liable for any shipment delays beyond the reasonable control of Seller which affect Seller or any of Seller's suppliers, including but not limited to delays caused by unavailability or shortages of Products from Seller's suppliers; natural disasters, acts of war, acts or omissions of Buyer, fire, strike, riot, or governmental interference, unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates; failure or destruction of plant or equipment arising from any cause whatsoever, or transportation failures.

3. PRICE AND PAYMENT

The Products are being invoiced at the prices specified on our invoice. Buyer shall bear all applicable federal, provincial, municipal and other government taxes (such as sales, GST and similar taxes), as well as import or customs duties, license fees and similar charges, however designated, levied on this sale or the Products (or the delivery thereof) or measured by the purchase price hereunder. (Seller's prices set forth on our invoice do not include such taxes, fees and charges, and any such expenses will be additionally invoiced) Exemption certificates must be presented prior to shipment if they are to be honored. Unless otherwise specified, payment terms are C.O.D. Seller at its discretion may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. All unpaid invoices shall bear interest at the legal rate from time to time applicable to unpaid judgments commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as revocation of credit, delay or cessation of future deliveries, repossession of unpaid delivered goods and termination of this agreement or any one or more of these. Notwithstanding any 'not' payment provisions specified on our invoice, Seller shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by Seller at any time and without prior notice. Seller hereby retains (and Buyer grants to Seller) a security interest in the Products to secure payment in full and compliance herewith, and Buyer agrees to execute any additional documents necessary to perfect such security interest.

4. PRODUCT RETURNS

Return of Products purchased hereunder, shall be governed by Seller's Product Return policies as set forth in Seller's Account Application in effect on the date of this agreement, or as otherwise provided by Seller to Buyer in writing. Seller reserves the right to modify or eliminate such policies at any time. Although Seller's policies may permit Buyer to return Products claimed to be defective under certain circumstances, Seller makes no representations or warranties of any kind with respect to the Products. SELLER HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF WARRANTY. The right to return defective products, as previously described, shall constitute Patch Computers Ltd.'s sale liability and Buyer's exclusive remedy in connection with any claim of any kind relating to the quality, conditions of performance of any product. whether such claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, or otherwise.

5. LIMITATION OF LIABILITY

PATCH COMPUTERS LTD. SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PRODUCT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR FOR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF PATCH COMPUTERS LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

6. GENERAL

These terms and conditions shall, upon acceptance by Buyer, constitute the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and shall supersede all prior offers, negotiations, understandings and agreements. Unless Buyer and Seller have executed a master contract which specifically supersedes and replaces the terms and conditions herein, it is expressly agreed that no prior or contemporaneous agreement or understanding, whether written or oral, shall contradict, modify, supplement or explain that terms and conditions contained herein. No additional or different terms of conditions, whether material or immaterial, shall become a part of this agreement unless expressly accepted in writing by an authorized officer of Seller. Any waiver by Seller of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver of the remaining terms and conditions or of any future defaults hereunder. It is the intention of the parties that this agreement shall be enforceable to the fullest possible extent, regardless of any partial invalidity of unenforceability, and that no failure or delay by either party in exercising or prior written consent of the other (which shall not be unreasonably withhold) except that Seller may assign this agreement to any affiliate or subsidiary of Seller.

I have read and agreed to the Company Policies & Procedures and Terms & Conditions of Sale as outlined above and attached hereto.

NAME (PLEASE PRINT)

SIGNATURE

DATE



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COMPANY INFORMATION – Part II

COMPANY'S LEGAL NAME: _____

COMPANY'S TRADE NAME: _____

CONTACT PERSON: _____ A/P CONTACT: _____

BILLING ADDRESS: _____ YEARS AT THIS ADDRESS: _____

CITY: _____ PROV: _____ POSTAL CODE: _____

TEL: () _____ FAX: () _____

SHIPPING ADDRESS: _____

CITY: _____ PROV: _____ POSTAL CODE: _____

P.S.T.# _____ G.S.T.# _____

AUTHORIZED SIGNATURES 1) _____ 2) _____

COPY OF BUSINESS LICENSE () ENCLOSED () WILL FOLLOW

COPY OF CERTIFICATE OF INCORPORATION () ENCLOSED () WILL FOLLOW

DO YOU USE PO's () YES () NO

DATE BUS. COMMENCED: _____ NUMBER OF EMPLOYEE'S: _____

TYPE OF COMPANY

() CORPORATION () PARTNERSHIP () PROPRIETORSHIP

NATURE OF BUSINESS

() STORE FRONT () CONSULTANT () DISTRIBUTOR () OEM / VAR

() OTHER (PLEASE DESCRIBE) _____

PRIMARY BUSINESS FOCUS: _____

WEB SITE URL: _____ E-MAIL ADDRESS: _____

ANNUAL SALES VOLUME: () <\$250K () \$250K-\$500K () \$500K-\$1M () \$1M-2.5M () \$2.5M+

PRESENT BANK: _____ CONTACT: _____

ADDRESS: _____ PHONE () _____

CITY: _____ PROV: _____ POSTAL CODE: _____

ACCOUNT NUMBER: _____ YEARS AT THIS BANK: _____



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State full names of company principals or shareholders:

NAME: _____ TITLE: _____

HOME ADDRESS: _____

CITY: _____ PROV: _____ P.CODE: _____

HOME TEL: () _____ DRIVER LICENCE #: _____

% OWNED IN BUSINESS: _____ RESIDENCE: OWNED / RENTED

NAME: _____ TITLE: _____

HOME ADDRESS: _____

CITY: _____ PROV: _____ P.CODE: _____

HOME TEL: () _____ DRIVER LICENCE #: _____

% OWNED IN BUSINESS: _____ RESIDENCE: () OWNED () RENTED

NAME: _____ TITLE: _____

HOME ADDRESS: _____

CITY: _____ PROV: _____ P.CODE: _____

HOME TEL: () _____ DRIVER LICENCE #: _____

% OWNED IN BUSINESS: _____ RESIDENCE: () OWNED () RENTED

NAME: _____ TITLE: _____

HOME ADDRESS: _____

CITY: _____ PROV: _____ P.CODE: _____

HOME TEL: () _____ DRIVER LICENCE #: _____

% OWNED IN BUSINESS: _____ RESIDENCE: () OWNED () RENTED

FINANCIAL STATEMENTS () ENCLOSED () WILL FOLLOW

HAVE ANY PERSONAL OR BUSINESS ASSETS BEEN ASSIGNED OR MORTGAGED? () YES () NO

ANY INVOLVEMENT IN PREVIOUS BANKRUPTCIES OR DISSOLUTIONS? () YES () NO

ANY OUTSTANDING LAWSUITS OR JUDGMENTS? () YES () NO

IF REQUESTED, WOULD THE COMPANY PRINCIPAL(S) SIGN A GUARANTEE? () YES () NO



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List three trade references: (Please include references to computer wholesale suppliers only)

NAME: ADDRESS:

CITY: PROV: POSTAL CODE:

CONTACT: PH:() FAX:()

NAME: ADDRESS:

CITY: PROV: POSTAL CODE:

CONTACT: PH:() FAX:()

NAME: ADDRESS:

CITY: PROV: POSTAL CODE:

CONTACT: PH:() FAX:()

AMOUNT OF CREDIT REQUESTED: TERMS REQUESTED:

The undersigned certifies that the above is true and affirms that any credit allowed to them is extended upon the basis of such information. The undersigned consents to the obtaining of credit and/or personal information as may be required at any time in connection with the credit hereby applied for or renewal or extension thereof and to the disclosure of any credit information concerning the undersigned to any credit reporting agency or to any person with whom the undersigned has or proposes to have financial relations. The undersigned further acknowledges having been informed of the Terms and Conditions of Sales as well as the prevailing terms for repayment and agrees to pay a service charge, currently 1% per month (12% per annum) compounded monthly, on any overdue balance until paid. In the event that any action or suit is instituted to collect amount due on our accounts, we agree to pay all legal and collection fees in addition to the amount owed plus the interest charges. The undersigned further acknowledges that "Title of Goods" remains with the credit grantor even though goods may be in transit and/or on customer's premises (in case of resale), until payment has been received in full.

The undersigned further acknowledges having been informed that no insurance coverage is provided to cover shipping damages or loss by freight company, on products shipped and consigned to us. All products are shipped without insurance unless specified on the purchase order.

The undersigned understands that any cheques returned by my/our bank for any reason will be subject to a thirty dollar (\$30.00) service charge (plus 7% G.S.T.), and must be replaced with cash or bank draft immediately.

I hereby certify the contained information to be correct, and have read and agreed to the terms and conditions of parts I and II of this application attached hereto.

SIGNED AT THIS DAY OF , 20

NAME (PLEASE PRINT)

WITNESS NAME (PLEASE PRINT)

SIGNATURE

WITNESS SIGNATURE

TITLE