



# RECELLULAR

HELLO AGAIN.

ReCellular, Inc.  
2555 Bishop Circle West  
Dexter, MI 48130

Please mail form or fax to  
Accounting at 734-205-2155

## Customer Profile Form - For WIA & Credit Card Accounts Only (No Terms)

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### I. COMPANY

1. Business name \_\_\_\_\_ 2. Phone \_\_\_\_\_  
(Area code number)  
3. Address \_\_\_\_\_ 4. For Past \_\_\_\_\_ Years  
(Street) (City) (State) (Zip Code)  
5. D/B/A \_\_\_\_\_ 6. Federal Tax I.D. Number \_\_\_\_\_

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7. Corporation  or Privately Owned  8. D & B Number \_\_\_\_\_

Former Business Address (if less than 5 years) \_\_\_\_\_

9. Mortgage Holder/Landlord \_\_\_\_\_  
Address \_\_\_\_\_

10. Type of Business \_\_\_\_\_ 11. Date Established \_\_\_\_\_ 12. How Long in Business \_\_\_\_\_

13. Does State, County or City Require a License  Yes  No If Yes, License # \_\_\_\_\_

14. No. of Employees \_\_\_\_\_ 15. Est. Annual Sales \$ \_\_\_\_\_ Sales Area \_\_\_\_\_

16. Has the firm or any of its Principals ever been bankrupt?  Yes  No

If yes, explain: \_\_\_\_\_

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Type of Credit Agreement:

Customer understands that no credit is being offered. This profile form is only for establishing an account to place cash-in-advance, wire-in-advance, credit card, or CCOD orders up to the cash limit established by ReCellular Inc.

Applicant agrees to pay any collection costs incurred to collect any account balance, including court costs, collection fees and attorney's fees of not less than 33% of the unpaid principal and interest.

The undersigned agrees to the need for verification of all information on this application.

The undersigned warrants that all information stated is true and correct, and that they have read and fully understand and agree to the ReCellular Warranty Statement, Return Policies, and Terms & Conditions attached.

As an inducement to grant terms, the undersigned agrees to ReCellular's right to obtain the credit history of the undersigned and authorizes the release of such information by signature here.

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Printed Name)

**RECELLULAR, INC.  
TERMS AND CONDITIONS  
("Agreement")**

Last Update: April 17, 2006

ALL TRANSACTIONS WITH RECELLULAR ARE GOVERNED BY THE POLICIES, TERMS AND CONDITIONS SET FORTH BELOW IN THIS TERMS & CONDITIONS ("AGREEMENT"). PLEASE READ THIS AGREEMENT CAREFULLY. YOUR REGISTRATION INDICATES YOUR ACCEPTANCE OF THESE POLICIES, TERMS AND CONDITIONS. RECELLULAR MAY AMEND THIS AGREEMENT AT ANY TIME BY POSTING THE AMENDED TERMS ON OUR COMMERCE SITE. EXCEPT AS STATED BELOW, AMENDED TERMS WILL BECOME EFFECTIVE IMMEDIATELY AFTER THEY ARE POSTED ON OUR COMMERCE SITE.

**1. SERVICES.** ReCellular sells wireless phones, accessories, and parts ("Products"), and debranding and programming services. ReCellular reserves the right to amend, cancel or alter these services at ReCellular's sole discretion.

**2. MEMBERSHIP REGISTRATION.** ReCellular services are available only to registered members who can form legally binding contracts under applicable law. Registration requires the completion of the online user registration form with accurate and complete contact names, principal business addresses, telephone numbers, email addresses, an accurate and complete Customer Profile Form, as well as acceptance of ReCellular's Terms and Conditions Agreement. There are no fees for becoming a registered member, but ReCellular reserves the right to refuse membership to any individual, company, or entity.

**3. TRANSACTIONS.** As a registered member, you may use the online store to buy available Products inventory or you may buy on available Products through an assigned account manager. The Products listed in the online store may be subject to Sales Restrictions. For Sales Restricted product, you agree to comply with the restrictions as stipulated by ReCellular. Quantities and prices shown are subject to change at any time. ReCellular does not take responsibility for inaccurate pricing or inaccurate quantities, and reserves the right to correct any errors on any orders processed.

**4. ENVIRONMENTAL.** You explicitly agree (i) to comply with all local, state, and federal environmental regulations and guidelines, (ii) that Products received from ReCellular (i.e. handsets, batteries, accessories, and/or components) will under no circumstances be sent to a landfill, (iii) that End-of-life products (i.e. scrap handsets, batteries, accessories, or components) will be sent to a qualified recycler located in an Organization for Economic Cooperation and Development (OECD) member country, and (iv) to contact ReCellular for guidance in meeting ReCellular's Environmental Terms and Conditions, including recycling solutions for end of life product management, as needed.

**5. SHIPPING.** ReCellular agrees to ship orders within 48 business hours of receipt of the funds from you. Your order price includes standard packaging, handling and labeling. You are responsible for all shipping charges including freight, insurance, import taxes, duties and other similar charges. All products are shipped directly by ReCellular unless otherwise stated. If you desire inspection prior to shipping, it is your responsibility to coordinate once ReCellular notifies you the order is ready for shipment. ReCellular will make every attempt to notify you of the shipment tracking number the same business day the shipment has occurred. Delivery is FOB Shipping Point. At the customer's request, ReCellular will use our approved freight carrier, cover up front freight costs and add the costs to the customer invoice.

**6. PAYMENT METHODS.** ReCellular's standard terms are wire transfer in advance and invoicing will include wire transfer fees of the originating bank. Customers with satisfactory audited financials or an exemplary payment history with ReCellular may inquire about COD or Open Credit terms. For purchasing convenience, Domestic credit cards are also accepted and invoicing will include a surcharge to cover transaction fees. For wire transfer and credit card orders, all applicable funds must post to ReCellular's bank account in the stipulated time frame. If funds have not posted to ReCellular's bank account in the stipulated time frame, ReCellular retains the right to sell or remarket the product at our sole discretion. Orders which are processed for shipping and subsequently canceled, will result in a \$200 per line item restocking fee charged to your account. Failure to pay the restocking fee with your next order will result in a suspension of your membership status.

**7. TAXES.** Any sales tax, use tax, transfer tax, or any other tax or fee which may be assessed by any jurisdiction having taxing authority over any transaction conducted with ReCellular will be the responsibility of the Buyer. ReCellular is not responsible for the calculation of any taxes or the reporting or remittance of any taxes to any taxing authority other than the State of Michigan.

**8. WARRANTY.** ReCellular offers a warranty on tested and refurbished Products as stipulated on the Commerce Site, and unless explicitly stated otherwise, for applicable Products (i) sold to original customers only, and (ii) if the request for warranty is received within the corresponding number of stipulated calendar days from the date of original invoice. For warranty applicable returns, if exchange or repair is not available, credit will be issued to your account for future purchases. Any missing product or product which has been physically processed in any way beyond the originally shipped condition may result in a decrease or full forfeiture in replacement value. ReCellular does not warranty used, as-is, production fallout, or repair stock conditions.

**8a) Returns.** Please contact ReCellular Customer Service per instructions on our Commerce Site for return requests. Requests must be placed prior to return shipment, include a list of the electronic serial numbers (ESNs), and a description of the defect experienced. Once the warranty request is received, a Return Authorization Number (RAN) will be issued for all warranty applicable product. Equipment sent into ReCellular without a RAN will be refused and returned to the sender at their cost.

**9. WARRANTY DISCLAIMER.** WE PROVIDE OUR SERVICES AND THE COMMERCE SITE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, WE AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT REGARDING THE COMMERCE SITE, OUR SERVICES OR ANY PRODUCTS YOU MAY PURCHASE FROM RECELLULAR. We do not guarantee continuous, uninterrupted or secure access to our services or the Commerce Site. The operation of the Commerce Site may be interfered with by numerous factors outside our control. We are not responsible for bids that are not processed or are not accepted or for outages that may occur from time to time.

**10. LIMITATION OF LIABILITY.** WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR LOSS OF PROFITS, LOSS OR USE, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SERVICES, USE OF THE COMMERCE SITE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) EVEN IF EXPRESSLY MADE AWARE OF THE POSSIBILITY THEREOF. OUR LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE (WHETHER SUCH LIABILITY ARISES FROM BREACH OF WARRANTY, BREACH OF THIS CONTRACT OR OTHERWISE, AND WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY) IS LIMITED TO THE AMOUNT OF FEES WE RECEIVE FOR THE TRANSACTION GIVING RISE TO LIABILITY.

**11. COPYRIGHT AND TRADEMARK NOTICE.** The Commerce Site is owned and operated by ReCellular. Unless otherwise specified, materials appearing on the Commerce Site, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of ReCellular. All software used on the Commerce Site is the sole property of ReCellular or vendors supplying the software. You may use the content of the Commerce Site only for the purpose of viewing and bidding / buying the available Products. No materials from this Commerce Site may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without our prior written permission. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on this Commerce Site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties. All trademarks or service marks are property of their respective owners. The use of any trademark or service mark without the express written consent of the respective owner is strictly prohibited.

**12. YOUR INFORMATION.** For purposes of this Agreement, "Your Information" means any information you provide to us or other users in the registration or bidding process, or in any correspondence, email or otherwise. You are solely responsible for Your Information. We act as a passive conduit for your online publication of Your Information provided to us. We may take any action with respect to such information we deem necessary or appropriate in our sole discretion if we believe it may create liability for us or may cause us to lose (in whole or in part) the services of our ISPs or other suppliers. You represent and warrant that Your Information: (a) will not be false, inaccurate or misleading; (b) will not be fraudulent; (c) will not infringe any third party's proprietary rights or rights of publicity or privacy; (d) will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (e) will not be obscene or lewd; and (f) will not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. We will only use Your Information in accordance with our Privacy Policy.

**13. LINKS.** The Commerce Site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that ReCellular is not responsible for the operation of or content located on or through any such site.

**14. SUSPENSION, TERMINATION.** Your membership may be terminated or suspended by ReCellular if you do not comply with this Agreement, our policies and procedures, or for any reason we determine is necessary, at ReCellular's sole discretion, to protect ReCellular and other registered members. You also have the right to terminate this Agreement and your membership at any time by emailing us at [marketmaker@recellular.com](mailto:marketmaker@recellular.com).

**15. LEGAL COMPLIANCE.** You agree to comply with all applicable laws, statutes, ordinances and regulations regarding the use of our service and the bidding on and purchase of items.

**16. INDEPENDENT CONTRACTOR STATUS.** This Agreement and your membership in no way constitute or give rise to a partnership, joint venture or other relationship between the parties. Both parties will operate under the terms of this Agreement as an independent contractor and not as an agent for the other.

**17. DISPUTE RESOLUTION.** For sales to any buyer incorporated in or a resident of the United States, the parties acknowledge and agree that the appropriate courts sitting in the Eastern District of Michigan, Southern Division or in Washtenaw County, Michigan, U.S.A., will have sole and exclusive authority to hear and adjudicate any dispute arising out of or related to this Agreement and each party hereby irrevocably consents to the jurisdiction of such courts. For sales to a Buyer incorporated outside the United States or a non-United States resident, any and all claims, controversies or disputes, whether in contract or in tort, arising out of or related to this transaction or the breach, termination or validity of any agreement related hereto or arising out of or related to the sale or use of any items furnished (a "Dispute") will be resolved solely by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") at the offices of the AAA in Detroit, Michigan and conducted in English. Each party will appoint one arbitrator with the two arbitrators thus appointed selecting a third arbitrator. The arbitrators must be practicing or retired attorneys. The arbitrators will be empowered to resolve all Disputes, whether in contract or in tort, and to award any remedies authorized by this Agreement and any applicable statute or common law. Discovery will be allowed as contemplated by the United States Federal Rules of Civil Procedure. All arbitration proceedings, including all evidence and statements, will be confidential and will not be used or disclosed for any other purpose. Each party will pay its own attorneys' fees and expenses; all other expenses of arbitration will be equally divided between the parties, provided, however, the arbitrators will have the authority to assess any of the foregoing costs against any party acting in bad faith. The award of the arbitrators will be final and binding and is the sole and exclusive remedy of the parties regarding any Disputes hereunder except that nothing contained in this Agreement will prohibit either party from seeking injunctive relief or equitable remedies in a court of competent jurisdiction or pursuing other equitable remedies. A judgment on the award may be entered in any court having jurisdiction thereof. The award will be in U.S. dollars and will earn interest from the date of the award until satisfied in full at the United States prime interest rate as reported in The Wall Street Journal on the business day immediately preceding the date of the award. Should either party bring any legal action against the other with respect to any claim required to be arbitrated under this Agreement by any method other than arbitration, the other party will be entitled to recover from such party all damages, costs, expenses and attorney's fees incurred as a result of such action.

**18. NOTICES.** All notices will be given by email as follows: (a) if to ReCellular, to [marketmaker@recellular.com](mailto:marketmaker@recellular.com); (b) if to you, to the email address you provide to us during the registration process; or (c) such other address as a party specifies. Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, or by overnight delivery service, to the address provided by you during the registration process. In such case, notice will be deemed given three (3) days after the date of mailing.

**19. GENERAL.** This Agreement will be governed in all respects by the laws of the State of Michigan as such laws are applied to agreements entered into

and to be performed entirely within Michigan between Michigan residents. The United Nations Convention on Contracts for the International sale of Goods will not apply to this Agreement. You may not sell, transfer or assign any rights or obligations you may have under this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced. Headings are for reference purposes only and are not to be used in the construction or interpretation of these terms and conditions. Our failure to act with respect to a breach of any term or provision of this Agreement by you does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

The undersigned warrants that all information stated is true and correct, and they have read and fully understand and agree to the ReCellular Terms & Conditions above. If you have any questions about this Agreement, please contact us at [marketmaker@recellular.com](mailto:marketmaker@recellular.com).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For Internal Use Only

Sales Contact \_\_\_\_\_ Customer Number \_\_\_\_\_ Approved \_\_\_\_\_