



## Purchase Orders

**Quality Two-Way Radios** may grant credit to businesses, government agencies<sup>1</sup>, and non-profit organizations for the use of Purchase Orders when buying products on our website.

To establish credit terms with Quality Two-Way Radios and pay with a Purchase Order, you will need to submit completed **Business Information, Authorization to Verify Credit, and Purchase Order Agreement** forms and be approved.

Once you have completed and signed the Business Information, Authorization to Verify Credit, and the Purchase Order Agreement forms, please **e-mail** all forms to us at **sales@quality2wayradios.com**, or, if you prefer, **FAX** them to us at **1.951.225.3494**. If applicable, please include a copy of your Tax Exempt Certificate with the application.

You will be notified of the status of your application by email. Please allow at least 5 to 10 business days for processing.

Once your applications has been approved, you may submit Purchase Orders by following the instructions below:

1. Create an Account if you have not done so already.
2. Sign in to your account and shop as you normally would on the website, placing items you wish to purchase in your shopping cart.
3. When you are ready to checkout you will go through the normal checkout process. However, when you get to the payment section of Checkout you will see the option to pay by **Purchase Order**. Simply choose this option and complete the checkout process and we will invoice you. **You must be signed in to your account to see the Purchase Order option.**

By creating an account you can also view your order history, status of pending transactions, and a number of other useful functions.

We will mail your invoices to the billing address indicated on your application. **Please make checks payable to 'Quality Two-Way Radios' and mail all payments to:**

**Quality Two-Way Radios  
Attn: Purchase Orders  
26898 Shelter Cove Court  
Menifee, CA. 92585-5624**

If you have any questions regarding purchase orders, or the completion of the Business Information, Authorization to Verify Credit, or Purchase Order Agreement form, please contact us at **1.855.289.2929**. Thank you for your interest. We look forward to doing business with you!

<sup>1</sup> We understand that certain information on the P.O. Application is not applicable to government agencies. Please complete only those items that are relevant.



## Credit Application

### I Company/Organization Information

Company/Organization Name: \_\_\_\_\_

Fictitious Business Name (DBA): \_\_\_\_\_

Federal Tax # (EIN): \_\_\_\_\_ Credit Line Requested: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Type of Organization: (Check appropriate box)

Business:  Corporation  LLC  Partnership  Sole Proprietorship

State of Incorporation or Registration: \_\_\_\_\_

How Long in Business: \_\_\_\_\_

Government Agency:  Local  State  Federal

Name of Agency: \_\_\_\_\_

### Principals or Approving Management (Please Print)

Name	Title
_____	/ _____
_____	/ _____
_____	/ _____
_____	/ _____



## Credit Application (Continued)

### II Billing Information (Where do we send the Invoice?)

Department: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
Street City State Zip

#### Billing Contact

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

How do you wish to receive your invoices:  Email  US Mail  Both

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

**Please Note:** All applicants must include a copy of their sales tax exemption certificate, otherwise sales tax will be charged as required by law.

### III Credit/Financial Information

Bank Name: \_\_\_\_\_ Acct. #: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

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

**Credit References** Businesses currently extending credit terms to you. Companies that issue credit via credit cards will not be accepted as a credit reference due to confidentiality laws.

#### Reference 1:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

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



## Credit Application (Continued)

### Reference 2:

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
Street City State Zip

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

### Reference 3:

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
Street City State Zip

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

### IV Authorization to Verify Credit History

The above information is provided for the purpose of extending credit to your organization. The undersigned authorizes Beachwood Merchandising Corporation (DBA Quality Two-Way Radios) to check the credit history of the organization applying for credit and to verify the correctness of all statements made on this application.

I authorize our bank and suppliers to furnish Beachwood Merchandising Corporation (DBA Quality Two-Way Radios) with the information necessary to complete their evaluation of our credit history. We understand our credit line will be based on the information provided and the assessment of this information by Beachwood Merchandising Corporation (DBA Quality Two-Way Radios).

I, the undersigned, certify that I am a representative of this organization and that I am authorized by this organization to enter into agreements on behalf of the organization.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_



## Purchase Order Agreement

### Terms of Agreement

Thank you for visiting the Quality Two-Way Radios website (referred to as the "Site" here in). Quality Two-Way Radios (referred to as "Seller" here in), a Division of Beachwood Merchandising Corporation, provides services to you subject to the notices, terms, and conditions set forth in this agreement (the "Agreement"). In addition, when you use any of our services (e.g., Website Shopping, Shipping, Returns, Customer Reviews, etc.), you will be subject to all rules, guidelines, policies, terms, and conditions within the Site, and they are incorporated into this Agreement by this reference. We reserve the right to change this Site and the Site Terms of Use and Site Policies at any time.

**1. GENERAL.** (a) These Terms and Conditions constitute the entire agreement between Seller to sell goods to Buyer and shall govern the sale of the goods by purchase order between these two parties. Any additional or different terms or conditions proposed by Buyer in any purchase order or otherwise are hereby rejected. Buyer's acceptance of all of the terms and conditions herein is an express condition of this contract between Buyer and Seller. (b) No order by Buyer, regardless of whether a deposit has been accepted, shall be binding upon Seller until a credit review has been completed and this contract has been accepted by an authorized representative of Seller.

**2. PRICES.** (a) All prices quoted by Seller are based on U.S. dollars, and are effective for thirty (30) days from the date of quotation. (b) Transportation shall be by common carrier, at Buyer's risk and expense, with the charges therefore added to the quoted prices. (c) Should Buyer postpone the delivery date, Seller shall have the right to adjust the price of the undelivered goods to Seller's price at the time of shipment. (d) Seller reserves the right to adjust its prices for any goods scheduled for shipment more than thirty (30) days after Seller's acceptance of Buyer's order. (e) All of Seller's published prices or quoted prices are subject to change without notice.

**3. TAXES.** Any sales or other tax which may be imposed upon the sale or use of goods, or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Buyer. If Buyer is exempt from any taxes, Buyer shall furnish to Seller an appropriate tax exemption certificate, in a form acceptable to the taxing authority or authorities having jurisdiction over such tax matters, otherwise Buyer shall be subject to said taxes.

**4. TERMS OF PAYMENT.** Payment terms on orders for all shipments are "**Due and payable thirty (30) days from the date of invoice**". **All charges are payable in U.S. Dollars.** Seller will charge a finance charge of five percent (5%) per month of the total amount due if payment is not received within 30 days from invoice. If more than one late payment is received within one year Seller reserves the right to cancel this contract.

**5. EXPORT TERMS.** Buyer warrants that all products sold under this contract are for use within the United States and shall not be transferred or exported outside the United States until full payment is received by Seller. These commodities may be subject to U.S. Government export controls. Diversion contrary to U.S. Law is prohibited. Export may require validated export licenses.

**6. DELIVERY, RISK OF LOSS, AND TITLE.** (a) Delivery and completion schedules provided by or agreed to by Seller are estimations only. (b) Unless otherwise agreed to, delivery shall be complete upon transfer of possession to common carrier, whereupon all risk of loss, damage or destruction to the goods shall pass to Buyer. (c) In the absence of a written agreement to the contrary, the means of shipment will be at the discretion of Seller. Seller reserves the right to make partial shipments and to submit invoices for partial shipments.

**7. PURCHASE PRICE SECURITY INTEREST.** (a) Seller has title to the goods free and clear of any and all liens and encumbrances until payment is made in full. It is agreed by Buyer and Seller that, as to the goods which are the subject of this contract of sale and all accessions thereto and proceeds thereof, a purchase money security interest shall attach with Seller as secured party, and with respect to goods which are resold in any form by Buyer, Seller shall be the assignee of any security interest which Buyer retains or obtains in such goods until Buyer has made payment in full therefore in accordance with the terms hereof. (b) Buyer shall be in default (i) if it fails to make any payment as provided for herein; (ii) if bankruptcy, receivership or insolvency proceedings are instituted by or against Buyer; or (iii) if Buyer makes any assignment for the benefit of creditors. (c) Upon Buyer's default, Seller shall have all the rights and remedies of a secured creditor as well as those of a seller of goods, under the Uniform Commercial Code and any other applicable law, including but not limited to, the RIGHT TO TAKE POSSESSION of the goods. (d) Seller may remedy any default and may waive any default without waiving the default remedied or without waiving any prior or



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subsequent default. **(e)** Buyer agrees to cooperate fully and assist Seller in perfecting and/or continuing Seller's security interest and to execute such documents and accomplish such filings and/or recordings thereof as Seller may deem necessary for the protection of Seller's interest in the goods. **(f)** The making of this Agreement of sale by Buyer and Seller shall be consummated by Buyers signing thereof and henceforth this security interest shall be deemed in full force and effect.

**8. TERMINATION AND CANCELLATION.** **(a)** Buyer or Seller may terminate a Purchase Order in whole or in part for all orders not yet processed and/or shipped for any reason. **(b)** If in Seller's sole and absolute discretion, Buyer's financial condition does not justify the terms of payment specified herein, Seller may, without any liability to Seller, cancel any sales contract or require Buyer to immediately pay for all goods which have been delivered and pay in advance for all goods to be delivered.

**9. NON-WAIVER OF DEFAULT.** In the event of any default by Buyer, Seller may decline to make further shipments. If Seller elects to continue to make shipments, Seller's action shall not constitute a waiver of any default by Buyer or in any way affect Seller's legal remedies for any such default.

**10. U.S. GOVERNMENT CONTRACTS.** If the goods to be furnished under any sales contract between the Buyer and the Seller are to be used in the performance of a U.S. Government contract or subcontract, any U.S. Government procurement regulations shall not be incorporated herein by reference, and certified cost or pricing data will not be provided and CAS, Defective Pricing, and Audit requirements will not apply for goods purchased hereunder.

**11. WARRANTY.** Buyer understands that Seller makes no warranty of goods or service other than what is provided by the manufacturer of said goods. Any mechanical, software, or other alteration of the goods shall make said goods non-returnable and may void any warranty obligation by the manufacturer.

**12. DISCLAIMER OF LIABILITY.** **(a)** In no event shall Seller be liable for any loss of use, revenue, profit, or for any direct, indirect, special or consequential damages arising out of, connected with, or resulting from the sale and use of goods. **(b)** If an unauthorized return is initiated by the customer, Seller will not be liable for any freight or handling charges incurred.

**13. DESIGNS AND TRADE SECRETS.** Any drawings, data, designs, software programs, technical information, or other content supplied by Seller to Buyer in connection with the sale of goods shall remain Seller's property and be held in confidence by Buyer. Such information shall not be reproduced or disclosed to others without Seller's prior written consent in each particular instance.

**14. ASSIGNMENT.** Buyer shall not assign this Agreement, any contract of sale, any purchase order, any interest therein or any rights there under without the prior written consent of Seller.

**15. MODIFICATION.** This Agreement may not be changed, modified or amended, except in writing signed by authorized representatives of both Buyer and Seller except as otherwise noted herein.

**16. REMEDIES.** If Seller breaches its obligations as contained herein, Seller's sole and exclusive maximum liability shall be (at Seller's option) to repair, replace, or credit Buyer's account for any such goods which are returned by Buyer during the applicable period set forth within the Site policies, provided that Buyer adheres to all policies, procedures, and obligations within this contract and within the Site. If Seller elects to repair or replace such goods, Seller shall have a reasonable time to make such repairs or replace such goods, and such repair, replacement or credit shall constitute fulfillment of all liability of Seller to Buyer whether based in contract, tort, indemnity, statutory provision or otherwise.

**17. APPLICABLE LAW AND VENUE.** If legal action is commenced by either party, the validity, construction and performance of this Agreement, and the legal relations between the parties shall be governed by the State of California, and the venue for such legal action shall be in San Diego County, California. Seller may commence any action to collect moneys due on account of goods purchased by Buyer hereunder in any court having competent jurisdiction of the subject matter in dispute without resorting first to any alternative dispute resolution. This agreement shall be governed by the laws of the Uniform Commercial Codes and the State of California.

**18. LIMITATION OF LIABILITY.** Except for intentional wrongdoing, fraud or criminal conduct, the obligations of the



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parties under any sales contract with Seller shall not constitute the personal obligations of their shareholders, or of their directors, officers, employees, consultants, agents or invitees, and each party shall look only to the assets of the other party for the satisfaction of any liability with respect to any such sales contract, and shall not seek recourse against the shareholders of the other party, or against the directors, officers, employees, consultants, agents, or invitees of the other party, or against their personal assets for such satisfaction.

The undersigned promises to pay for all purchases in accordance with the terms of sale set forth in this contract. If the undersigned's account becomes delinquent the undersigned agrees to pay all collection costs, charges and expenses (including reasonable attorney's fees) incurred by Quality Two-Way Radios, or by its parent company Beachwood Merchandising Corporation, in collecting the account.

The undersigned, certifies that the information given herein is true and correct. The undersigned understands that submission of this document does not authorize credit until it has been approved by Quality Two-Way Radios. If this application is signed in a representative capacity, the undersigned certifies that the authority has been given to the undersigned to bind the principal(s) and the company or agency to these contract terms.

### Acceptance of Terms:

**Business Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

### Approved:

#### **Quality Two-Way Radios**

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_