



8212 NW 30 Th Terrace , MIAMI FL 33122

Ph: (305) 436-5450 • Fax: (305) 477-9191 • www.AirSeaUsa.com • info@AirSeaUsa.com

Welcome to Air Sea Usa !!

Air Sea Usa, llc. is a leading cellular & computer component distributor in the United States. We provide the latest technology and full line of CCTV, GE security, Fargo ID Cards, Siemens, Kalatel , Casirusco , Video surveillance, 3M, Motorola, Audiovox, Nokia, memory module products including DDR, Rambus, SDRAM, Flash Memory, etc. We also distribute OEM Motorola & Audiovox cellular parts (Back housing, Front Housing, Antennas, Stk Digital, Battery covers), Intel CPUs, storage products, motherboards, video graphic cards, communication products, multimedia and Microsoft products (see www.AirSeaUsa.com). With over 1000 name brand products in stock, Air Sea Usa, llc. is your reliable one-stop component supplier. With our strong relationships with many premier manufacturers, Air Sea Usa, llc. is able to provide you with low prices, special promotion programs, prompt delivery and quality services.

Enclosed is Air Sea Usa, llc Account Application Form. Please complete the application form and send it back to our sales department. Once you have become our customer, you can enjoy a long-term valued business relationship with Air Sea Usa, llc.

Account Application Instructions

1. Please complete the following **six pages** Account Application Form.
2. Please attach a copy of your Business License/Resale Permit, owner's Driver's License, and voided check.
3. Please return your complete Account Application Form to Air Sea Usa either by mail or by fax.
4. Once your application is reviewed, you will receive a call from one of our professional Account Managers.



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Account Application

_____ Legal Business Name (same as business license)		_____ Dun and Bradstreet Number (D&B Number)	
_____ DBA (Doing Business As)		_____ Owner	
_____ Shipping/Billing Address (No P.O. Boxes please)		_____ President	
_____ City		_____ CEO / CFO	
_____ State	_____ Zip Code	_____ Authorized Purchaser	
_____ Business Phone Number		_____ E-mail Address	
_____ Business Fax Number		_____ Business Website Address	

This company is a Sole Proprietorship Partnership LLC Corporation

Federal Tax I.D. Number: _____ Annual Sales Volume: _____

Date Business was founded: _____ Fiscal Year end: _____

Length of time at this address: _____ year(s) _____ month(s) Facilities : own lease _____ sq ft

Microsoft Instant Credit Line (I.C.L.) Account Number (16 digits): _____

Bank References:

_____ Bank Name		_____ Business Checking Account Number		
_____ Street	_____ City	_____ State	_____ Zip Code	
_____ Bank Name		_____ Business Savings Account Number		
_____ Street	_____ City	_____ State	_____ Zip Code	
_____ Bank Name		_____ Loan / Line of Credit Account Number		_____ Amount

Trade References:

_____ Business Name	_____ Account #	_____ Phone No.	_____ Fax No.	_____ Term	_____ Credit Limit
_____ Business Name	_____ Account #	_____ Phone No.	_____ Fax No.	_____ Term	_____ Credit Limit
_____ Business Name	_____ Account #	_____ Phone No.	_____ Fax No.	_____ Term	_____ Credit Limit



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I/ We understand that the information provided is for the purpose of opening an account with Air Sea Usa, llc. and warrant that the information provided is true and correct. I/We authorize investigation of all credit references listed. All related terms and conditions are defined in our invoice. I/We further understand and agree that all accounts or money due to Air Sea Usa, llc, Inc. shall be paid in accordance with the payment terms stated above and I/ We agree to pay all reasonable costs of collection costs which are no less than 33% of the unpaid principle plus interest in addition to any court costs and/or attorney fees incurred.

Authorized Signature

Title (President / VP / CFO)

Printed Name of Signer

Date

Personal Guarantee

The undersigned, for value received, hereby unconditionally guarantee(s) to Air Sea Usa, llc, a Florida corporation, full payment of all sums due and owing, pursuant to the terms indicated. The undersigned further guarantee(s) all renewals, extension, additions thereof. The undersigned agree(s), to pay \$30.00 fee for each returned check and authorize(s) that the fee and the check amount can be electronically collected. The undersigned further agree(s), in the event legal action is instituted to enforce collection, to pay reasonable attorney's fees and costs for such legal action. The undersigned also agree(s) to submit to legal jurisdiction in the county of Miami Dade, State of Florida. Upon payment in full of any invoices, this guarantee will remain in effect and will apply to any and all purchases made thereafter.

Guarantor (President / Owner only)

Signature of Guarantor

Date

Social Security Number

Driver's License Number

D.O.B.

Resale Information

FIRM NAME: _____

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 Air Sea Usa, llc. will be resold by me in the form of tangible property; PROVIDED, however, that in the event any of 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: _____

Dated: _____ Signature _____

Signed at _____ Name and Title _____
(location of the business) (President/Owner)

Phone _____ Address _____



General Business Profile

(1) Which category best describes your company's business? (Please mark one)

- System Integrator Distributor Retail Store Corporate Reseller
- VAR/System Consultant E-Commerce Dealer OEM
- Educational Reseller Exporter Other: _____

(2) Which of the following best describes your company's total monthly components purchases with all sources? (Please mark one)

- Less than \$10,000 \$10,000-\$49,999 \$50,000-\$99,999
- \$100,000-\$299,999 \$300,000-\$499,999 \$500,000-\$999,999
- \$1,000,000-\$10,000,000 \$10,000,000+

(3) How many employees does your company have? (Please mark one)

- 1-5 6-10 11-20 21-50 51-100 101-300 300+

(4) What were your company's total revenues last year? (Please mark one)

- Less than \$100,000 \$100,000-\$499,999 \$500,000-\$999,999
- \$1,000,000-\$4,999,999 \$5,000,000-\$9,999,999 \$10,000,000-\$49,999,999
- \$50,000,000-\$100,000,000 \$100,000,000+

(5) Is there a parent company? Yes No

If Yes, Parent Company's Name: _____

Address: _____

Does Parent Company guarantee debts? Yes No

(6) Does your company have any **branch offices**? Yes- we have _____ branch offices No
Please list the addresses of any **branch offices** your company has. If your company has more than 3 branch locations, please attach a separate sheet with the addresses of those branches.

Street Address

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

City, State, Zip Code

(7) How did you find out about Air Sea Usa?

- Trade Show (which one?) _____
- Referred by another company (which company?) _____
- Advertisement (please describe) _____
- Internet (which site?) _____
- Other (please specify) _____



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In order to process your application, we require your signature to access your bank account information. Please complete and sign the following form:

Company Name

Bank Name

Account Number

Address

City

State

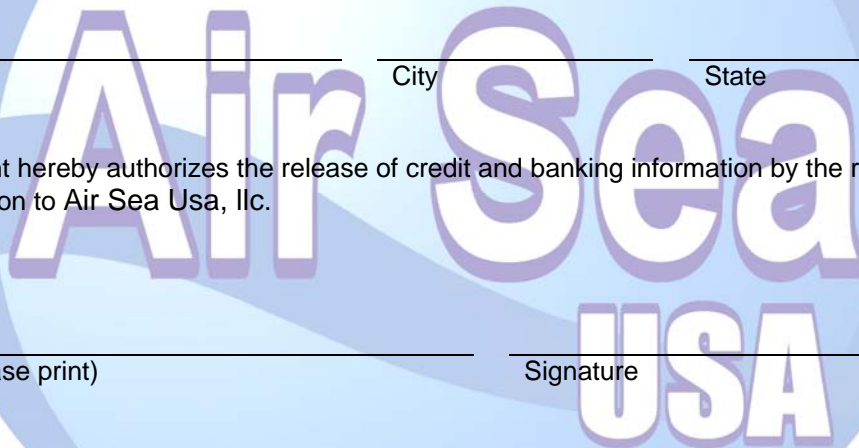
Zip Code

The applicant hereby authorizes the release of credit and banking information by the references listed in this application to Air Sea Usa, llc.

Name (please print)

Signature

Title





CONTINUING GUARANTY OF PAYMENT

This Continuing Guaranty ("Guaranty") is made this ___ day of _____, 20__ by _____, whose address is _____ ("Guarantor") in favor of Air Sea Usa, llc., a Florida corporation ("Air Sea Usa, llc").

RECITALS WHEREAS, Air Sea Usa, llc is a vendor of computer, security and cellular products;

WHEREAS, _____ is the owner and principal of _____ ("Company");

WHEREAS, as a condition for continuing to do business with Company, Air Sea Usa, llc. requires that Guarantor unconditionally guarantee all present and future obligations of Company to Air Sea Usa, llc; and

WHEREAS, Guarantor believes that it is in Guarantor's best interest to provide the requested Guaranty and has voluntarily agreed to execute this Guaranty;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged by Guarantor, Guarantor agrees as follows:

1. Guarantor hereby unconditionally guarantees the performance all present and future payment and other obligations of Company to Air Sea Usa, llc. This Guaranty shall be an absolute, irrevocable and continuing Guaranty.
2. The rights and remedies arising under this Guaranty shall be independent of any rights and remedies Air Sea Usa, llc may have under any other agreement or at law. Air Sea Usa, llc shall not be required to proceed first or at all against Company or any other person before enforcing the terms of this Guaranty.
3. In the event Air Sea Usa, llc brings an action to enforce this Guaranty, Air Sea Usa, llc will be entitled to recover its reasonable attorneys' fees and costs.
4. All reports, financial statements, and information given to Air Sea Usa, llc by Guarantor or Company shall be true and correct.
5. The obligations of the Guarantor shall not be diminished or discharged by any delay or extension of time that may granted by Air Sea Usa, llc, by any course of dealing between Air Sea Usa, llc and the Company, by the release of any other obligor or any collateral, or by any other act, omission, or circumstance. Specifically and without in any way narrowing the scope of the foregoing waivers, the Guarantor waives any and all rights of notice, demand, presentation, subrogation, reimbursement, indemnification, contribution, election of remedies, and other rights and defenses that are or may become available to Guarantor, or other statutory or decisional law.
6. This Guaranty and all obligations of the Guarantor hereunder shall be binding upon the successors and assigns of such Guarantor (including a trustee or debtor-in-possession on behalf of such Guarantor and shall inure to the benefit of Beneficiary and its successors and assigns and any assignee of the Contract.
7. This Guaranty is intended as a final expression of this agreement of guaranty and is a complete and exclusive statement of the terms of this agreement.
8. The Guarantor hereby guarantees to the Creditor the prompt payment in full when due of all present and future indebtedness on account and all notes, trade acceptances or other evidences of indebtedness given by the Debtor for and on account of such balance due the Creditor from the Debtor and not paid by the Debtor. The Guarantor's liability hereunder shall not exceed \$_____ at any one time, notwithstanding the fact that the indebtedness of Debtor to the Creditor may exceed the amount. Subject thereto, this guaranty shall be a continuing, absolute and unconditional guaranty of the whole of such indebtedness. The liability of the undersigned is not in consideration of or contingent upon the liability of any other person hereunder of under any similar instrument.



9. The Guarantor waives notice of shipments, notice of non-performance on the Debtor's part of protest thereof, notice of acceptance of this guaranty by the Creditor and any and all defenses that the Guarantor might have by reason of any exchange or substitution of goods, or the acceptance by the Creditor of other security, or the releasing of other security, surety or guarantor, and all demands, presentments and notices of every kind or nature. This guaranty shall not be affected by the amount of credit extended hereunder, nor by any change in the form of said affected or impaired by the acceptance by the Creditor of any security for or additional parties or other Guarantors upon any of said indebtedness, or by any failure, neglect or omission on the part of the Creditor to realize upon or protest any of said indebtedness or any security therefore, or to exercise any remedies it may have.
10. Upon any default of the Debtor, the Creditor may, at its option, proceed directly and at once, without notice, against the undersigned to collect and recover the full amount of the liability hereunder, or any portion thereof, without proceeding against the Debtor or any other person, and without pursuing and other remedy, including, but no limited to, the right to have the property of the Debtor first applied to the discharge of such indebtedness. The undersigned further agrees to be bound by and on demand to pay Creditor any and all sums that a Trustee or Debtor, pursuant to the Bankruptcy Code 11 U.S.C §§ 101-1330 (as it now exists or may hereafter be amended), might recover from Creditor, and the undersigned waives any and all rights of subrogation and/or contribution.
11. This guaranty shall be binding upon the heirs, personal representatives, estate, successors and assigns of the undersigned. The Creditor may continue to act in the reliance hereon until written notice of revocation is delivered to the Creditor by registered mail. The Guarantor shall remain liable to the limit specified herein until all amounts owing by the debtor of the creditor at the time of delivery of such notice have been paid in full. Any payments made by the Debtor, whether before or after notice of revocation of this guaranty, may be first applied by the Creditor to indebtedness not secured hereby, if such there be. If Guarantor or the Debtor herein is a partnership, it is agreed that any change in the membership thereof shall not affect the guaranty until notice of revocation is given as herein above provided. If there be more than one Guarantor to this instrument, it is agreed that the liability of the Guarantors shall be joint and several.
12. The undersigned agrees to pay Creditor a reasonable attorney's fee or the actual attorney fees paid by Creditor to its attorney, whichever is greater, plus all costs of collection and all other costs and expenses which may be incurred by Creditor relative to collection of the indebtedness due and owing whether suit be instituted or not and in the event of the suit or litigation, whether incurred in connection with trial, appellate proceedings, a bankruptcy case, mediation and/or arbitration.
13. The signature below is the personal signature of that person, and this is the personal guaranty of that person regardless if that person is identified in any other capacity.
14. This guaranty is assignable with any one or several or all of the indebtedness and principal obligations which it guarantees, and when so assigned the Guarantors shall be bound as above to the transferees.

Guarantor's Signature

Title (owner / president only)

Guarantor's Full Name(Typed or Printed)

Social Security Number
(Passport or ID number for international customer)



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**HERE COPY OF
Business License / Resale Permit**

Please Fax back to (305)-4773082

**HERE COPY OF
PHOTO ID**



**HERE COPY OF
Voided Check**