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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas
Hon. Edward W. Miller, Judge

Appellate Court Case No.: 2022-001619

ScanSource, Inc., Respondent
v.
Dependable Technology Center, LLC
and George G. Moraru, Appellants,

RECORD ON APPEAL

J. Falkner Wilkes (SC Bar #12893)
248 Deerwood Park Drive
Oakland, MS 38948
(864) 421-4618
jfalcknerwilkes@gmail.com

Craig H. Allen (SC Bar #00329)
POB 10854
Greenville, SC 29603
(864) 239-0444
craig@craigallenlaw.com

William R. McKibbon, III (# 68454)
601 East McBee Avenue, Suite 104
Greenville, SC 29601
(864) 235-0071
will@legalcarolina.com

Attorney for Respondent

Counsel for Appellants

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FORM 4

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE
 IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019-CP-23-05406

ScanSource, Inc.

Dependable Technology Center LLC and

PLAINTIFF(S)

George G. Moraru
 DEFENDANT(S)

Submitted by: s/Craig H. Allen
 P. O. Box 10854, Greenville, SC 29603
 864-239-0444
 craig@craigallenlaw.com

Attorney for: Plaintiff Defendant
 or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: directed verdict in favor of Plaintiff and against Dependable Technology Center LLC and George G. Moraru for the sum of \$149,379.07.

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
ScanSource, Inc.	Dependable Technology Center LLC	\$149,379.07
ScanSource, Inc.	George G. Moraru	\$149,379.07
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:
 N/A

SUMMONS FOR RELIEF (Complaint Served)

Craig H. Allen, P.A., Attorney at Law
605 Pettigru Street
Greenville, SC 29601

STATE OF SOUTH CAROLINA)	
)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	
ScanSource, Inc.,)	
)	
Plaintiff,)	
)	
vs.)	SUMMONS
)	
Dependable Technology Center LLC, and)	
George G. Moraru,)	2019-CP-23-_____
)	
Defendant(s).)	
_____)	

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscribers at their offices, 605 Pettigru Street, Greenville, South Carolina 29601, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Complaint.

CRAIG H. ALLEN, P.A.

BY: s/ Craig H. Allen
Craig H. Allen, S.C. Bar #000329
P.O. Box 10854
Greenville, SC 29603
864-239-0444

Attorney for Plaintiff

Greenville, SC
September 12, 2019

STATE OF SOUTH CAROLINA)	
)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	
ScanSource, Inc.,)	
)	
Plaintiff,)	
)	
vs.)	COMPLAINT
)	(Non-Jury)
Dependable Technology Center LLC, and)	
George G. Moraru,)	2019-CP-23-_____
)	
Defendants.)	
_____)	

The above-named Plaintiff, complaining of the Defendants herein, would respectfully show the Court:

I.

That Plaintiff is a corporation duly organized and existing under and by virtue of the laws of the State of South Carolina.

II.

That the Defendant, Dependable Technology Center LLC (hereinafter referred to as “Dependable Technology”), upon information and belief, is a New York limited liability company, doing business with Plaintiff in South Carolina; and that George G. Moraru is, upon information and belief, a resident of the State of New York and is the principal officer of Dependable Technology; that Defendants have consented to jurisdiction of this action in this State pursuant to the terms of the Exhibits A and B described hereinbelow.

III.

That heretofore, Dependable Technology, applied for credit with Plaintiff and executed and delivered to Plaintiff its Customer Application, a copy of which is attached hereto as

Exhibit A and incorporated herein by reference; that as set forth in Exhibit A, said Defendant agreed to pay interest on any delinquent balance at the rate of 1.5 % per month; that Exhibit A further provides that said Defendant would pay reasonable attorneys' fees and costs incurred by Plaintiff in enforcing the account terms.

IV.

That in order to induce Plaintiff to sell goods and/or services on open account to Dependable Technology, the Defendant, George G. Moraru, executed an Individual Personal Guarantee of the account, which guarantee is attached hereto as Exhibit B and incorporated herein by reference.

V.

That acting and relying on the credit application and the guarantee, Exhibits A and B hereto, and at the special instance and request of Dependable Technology, and upon its promise and agreement to pay Plaintiff for the same, Plaintiff sold and delivered goods and/or services to said Defendant; that the aforesaid goods and/or services were sold and delivered by Plaintiff to said Defendant at the time or times, in the character and amounts, and at the agreed prices as set forth in the itemized statement of account, a copy of which is attached hereto as Exhibit C and incorporated herein by reference; that after applying all payments and credits to the account as stated thereon, there remains due and owing Plaintiff by the Defendants, the sum of Seventy-Two Thousand Nine Hundred Twenty-Three and 39/100 (\$72,923.39) Dollars, plus interest thereon at the rate of 1.5% per month from December 21, 2016, on the aforesaid account and the guarantee thereof; that Plaintiff has made demand on Defendants for payment of the balance due Plaintiff, however said Defendants have failed and refused to pay the same; that accordingly, Plaintiff is entitled to recover from said Defendants the aforesaid indebtedness, plus

interest as stated above, together with reasonable attorney's fees, pursuant to the terms and provisions of Exhibits A and B.

VI.

That as set forth in Exhibit A, Plaintiff is entitled to recover from Defendants reasonable attorney's fees for this action; that Plaintiff is informed and believes that not less than 20% of the balance due would be a reasonable attorney's fee in this action.

WHEREFORE, Plaintiff prays for judgment against Defendants, Dependable Technology Center LLC, and George G. Moraru, in the sum of Seventy-Two Thousand Nine Hundred Twenty-Three and 39/100 (\$72,923.39) Dollars, plus interest thereon at the rate of 1.5% per month from December 21, 2016, plus reasonable attorney's fees of 20% of said total balance due, for the costs of this action, and for such other and further relief as to the Court may seem just and proper.

CRAIG H. ALLEN, P.A.

BY: s/ Craig H. Allen
Craig H. Allen, S.C. Bar #000329
P.O. Box 10854
Greenville, SC 29603
864-239-0444

Attorney for Plaintiff

Greenville, SC
September 12, 2019

Exhibit A



(800) 944.2439 ext. 4007
 (864) 286.4544 FAX
 You can apply online at
www.scansource.com
 Reseller Financial Services

CUSTOMER APPLICATION

DATE OF APPLICATION 9/10/2014
CREDIT LIMIT REQUESTED \$5,000
PAYMENT METHOD <input type="checkbox"/> CREDIT CARD <input checked="" type="checkbox"/> NET 20 DAYS <input type="checkbox"/> PREPAY VIA WIRE

SALES UNITS



COMPANY INFORMATION

TYPE:	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership	<input type="checkbox"/> Proprietor
COMPANY'S COMPLETE LEGAL NAME (Please print or type) Dependable Technology Center			DOING BUSINESS AS NAME Dependable Technology Center		
COMPANY WEBSITE			YEAR STARTED 2010	STATE OF INCORPORATION New York	
MAILING ADDRESS OF CORPORATE OFFICE 6510 New Utrecht Ave			CITY Brooklyn	STATE/PROVINCE NY	POSTAL CODE
STREET ADDRESS OF CORPORATE OFFICE (if different than above)			CITY	STATE/PROVINCE	POSTAL CODE
CORPORATE PHONE NUMBER 718-256-3976			CORPORATE FAX NUMBER 718-256-9531		

CONTACT INFORMATION

EXECUTIVE CONTACT NAME AND TITLE George Moraru	ACCOUNTS PAYABLE MANAGER NAME George Moraru
EXECUTIVE CONTACT PHONE 347-267-8262	ACCOUNTS PAYABLE MANAGER PHONE 347-267-8262
EXECUTIVE CONTACT FAX 718-256-9531	ACCOUNTS PAYABLE MANAGER FAX 718-256-9531
EXECUTIVE CONTACT EMAIL ADDRESS gabriel@mtnsny.com	ACCOUNTS PAYABLE MANAGER EMAIL ADDRESS gabriel@mtnsny.com

Please indicate if you authorize ScanSource, Inc. to communicate with your company via fax and email: YES NO

Please indicate if you would like to receive invoices in PDF format in lieu of paper invoices: YES NO

If so, please indicate the email address to receive the invoices: _____

TAX INFORMATION

Federal Employer Identification Number:	
Sales Tax Exempt Number:	<i>Note: Please attach a copy of exemption certificate(s) for each state or use the Multijurisdiction Form Tax Certificate also available to download at http://www.scansource.com/downloads/Multijurisdiction_Form.pdf.</i>

PURCHASING INFORMATION

Do you require a purchase order number before we accept an order? YES NO

AUTHORIZED SIGNATURES

By signing this application Applicant hereby acknowledges that it is submitting the Application to ScanSource and each of its subsidiaries and/or affiliates. Applicant hereby gives the right to each of ScanSource and its subsidiaries and affiliates to rely on this application in considering the extension of trade credit at any time. Applicant's authorized signature constitutes a representation of the trust and accuracy of all statements made on this Application and its express agreement to abide by the Terms and Conditions of Sale on the second page hereof. A faxed copy of the signature will be considered an original.

APPLICANT AUTHORIZED NAME (Please print or type) George Moraru	TITLE Part	SIGNATURE <i>[Signature]</i>	DATE
---	---------------	---------------------------------	------

FINANCIAL INFORMATION

Please attach the applicant's latest two (2) fiscal year end financial statements for ScanSource Reseller Financial Services' processing. This information will be for the exclusive use of ScanSource Reseller Financial Services and will remain confidential.

TERMS AND CONDITIONS OF SALE

ScanSource, Inc., including its subsidiaries and/or affiliates ("Seller"), makes all sales of its products and services ("Products") to buyer ("Buyer") subject to the following terms and conditions:

- 1. Pricing/Purchase Orders/Acceptance of Terms and Conditions.** All Products sold by Seller to Buyer shall be at the standard prices set forth in Seller's current catalog of Products at the time the order is submitted to Seller. Buyer shall submit all orders for Products to Seller using a method approved in writing by Seller, which includes by telephone and by electronic data interchange if Buyer has executed and provided to Seller Seller's standard EDI Trading Partner Agreement. Seller's acceptance of all orders, however made, is expressly conditioned upon Buyer's consent, either express or implied, to these terms and conditions, and Seller will not accept, and expressly objects to and rejects, any other terms and conditions (whether written or oral) originating from Buyer that purport to modify, add to, or otherwise vary the terms and conditions stated herein. Buyer's acceptance of these terms and conditions shall be indicated by any of the foregoing: (a) Buyer's written acknowledgement or other act or expression of acceptance, (b) Buyer's offer to purchase Products from Seller, (c) Buyer's acceptance of shipment from Seller, or (d) Buyer's payment for any Products. To facilitate future cross-reference, Buyer shall note on the face of each submitted purchase order that the terms of this agreement control; provided however, if Buyer fails to include any such notation, the parties hereby agree that the terms and conditions of this agreement shall still control.
- 2. Shipment/Title/Risk of Loss/Taxes.** Title to the Products shall pass to Buyer upon delivery of the Products to (1) the common carrier or (2) Buyer's representative at Seller's dock. Seller's delivery of the Products shall be Ex Works Seller's shipping point, with all risk of loss, damage, theft or destruction passing to Buyer at such point, subject to Seller's rights under applicable law. No such loss, damage, theft or destruction to the Products, in whole or in part, shall impair the obligations of Buyer under this agreement, all of which shall continue in full force and effect. Seller shall not be liable for any shipping delays. Buyer shall bear all applicable federal, state, municipal or other governmental tax, as well as any applicable import or customs duties, license fees and similar charges, however designated or levied on the sale of Products (or delivery thereof) or measured by the purchase price paid for the Products.
- 3. Shortages/Rejection of Delivery.** All claims for shortages or rejection of delivery must be made by Buyer to Seller in writing within a period of forty-eight (48) hours from receipt of Products and must state in reasonable detail the grounds therefore. Unless such notice is given within the stated period of time, Buyer agrees that it shall be conclusively presumed that Buyer has fully inspected the Products and acknowledged that NO shortage or grounds for rejection exists.
- 4. Security Interest.** Buyer grants Seller a security interest in all Products sold hereunder and to all Products now or hereafter acquired by Buyer from Seller, and to any proceeds thereof, until the purchase price and any other amounts due to Seller have been paid in their entirety. Buyer hereby authorizes Seller to prepare and file any financing statement listing the Products as collateral and to file any such financing statement in such filing offices as the Seller may deem appropriate. Buyer further agrees promptly to execute any other documents requested by Seller in order to protect Seller's security interest. Upon any default by Buyer of any of its obligations to Seller, Seller shall have all the rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies shall be cumulative and not exclusive.
- 5. Payment.** Unless otherwise agreed in writing by Seller, all credit purchases must be paid in accordance with Seller's normal terms of sale, which are Net twenty (20) days from date of invoice. All past due amounts are subject to a one and a half percent (1.5%) monthly financing charge or the maximum permissible under applicable law, whichever is lower. All drafts dishonored for any reason shall be assessed a twenty-five dollar and 00/100 (\$25.00) service charge. In the event that Buyer stops payment on any drafts issued to Seller, for any reason, Buyer hereby recognizes that Seller would suffer damage, the exact amount of which cannot be determined with certainty, and Buyer shall pay Seller liquidated damages in the amount of five hundred and 00/100 (\$500) for each such draft in addition to the purchase price. Buyer may not use anticipated credit memos before Seller issues the credit on account. Payment using an anticipated credit memo before Seller has issued credit will be considered a short payment and may result in delayed shipments. It is not Seller's policy to issue refunds. Credit memos must be used on current outstanding balances or future purchases. In the event that Buyer utilizes a credit card to purchase Products, Buyer must provide Seller with the credit card information as requested. Buyer acknowledges and agrees that all credit card purchases hereunder are duly authorized. Seller has no continuing obligation to deliver Products on credit and credit approval may be withdrawn by Seller at any time without prior notice. Seller may extend credit to Buyer for purchasing Products to the extent Buyer may be eligible under the applicable Seller's programs and consistent with Buyer's credit capability, as determined by Seller from time to time in Seller's absolute discretion. Seller may, in its absolute discretion, refuse to establish an account with Buyer, place Buyer's account on hold, and/or refuse to deliver Products or accept orders from Buyer to the extent any principal(s) or shareholder(s) of Buyer, any entity with which such principal(s) or shareholder(s) are affiliated, or any subsidiary or affiliate of Buyer has a delinquent or past due account with Seller. In the event that Buyer's account with Seller is dormant for more than six (6) months and has a credit balance, Buyer agrees that Seller may impose a monthly administrative charge for inactivity at a rate of the lesser of ten and 00/100 dollars (\$10.00) a month or the credit balance outstanding on Buyer's account. Seller, without waiver or limitation of any rights or remedies, shall be entitled from time to time to deduct from any amounts due or owing by Buyer to Seller any and all amounts owed by Buyer to Seller.
- 6. Returns.** The terms for all Product returns, for whatever reason, are limited to those set forth in Seller's return merchandise authorization ("RMA") policies and procedures, which are located on Seller's website and in Seller's catalog. These policies and procedures may be modified in any manner by Seller at any time. All returns must be accompanied by an RMA from Seller. All returns are subject to in-house credit only. The time periods allowed for returns are determined by manufacturers of the Products and are printed in Seller's catalog.
- 7. No Warranties by Seller.** Product warranties, if any, are provided by the manufacturer or publisher of the Products. Seller makes no warranties whatsoever. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. SELLER DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BUYER FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OR VIOLATION OF ANY PATENTS, TRADEMARKS, COPYRIGHTS OR OTHER PROPRIETARY RIGHTS BY ANY PRODUCTS. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED. NOTWITHSTANDING ANY OTHER TERMS OR CONDITIONS TO THE CONTRARY, SELLER'S LIABILITY UNDER THIS SECTION SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE ALLEGED LIABILITY.
- 8. Events of Default.** Buyer shall be in default under this agreement upon the happening of any of the following events or conditions: (a) default by Buyer on payment of any installment, invoice, bill or any other indebtedness or obligation now or hereafter owed by Buyer to Seller, (b) default in the performance of any obligation, covenant or liability contained in this agreement or any other agreement or document between Buyer and Seller, (c) any inaccuracy with respect to any warranty, representation or statement made or furnished by Buyer, (d) dissolution, termination of existence, insolvency, business failure, or discontinuance of Buyer's business or the appointment of a receiver for any part of the property of, or assignment for the benefit of creditors by, Buyer or the commencement of any proceedings under any bankruptcy reorganization or arrangement laws by or against Buyer or the attachment, levy, seizure or garnishment of any of Buyer's property, rights, assets (contingent or otherwise) including the Products, or (e) any change in control of the ownership or management of Buyer, unless prior to the occurrence of such change of control Seller shall have been notified in writing and Buyer shall have obtained Seller's prior written approval to such change in control.
- 9. Remedies of Seller.**
 - a. In General.** Upon the occurrence of any event of default or any time thereafter, Seller may, at its option and without notice to Buyer, exercise one or more of the following remedies as Seller, in its sole discretion, shall elect: (1) declare immediately due and payable all outstanding invoices under this or any other contract and demand or, without demand, sue for amounts then due or thereafter accruing under this invoice or under any other invoice, bill or other document evidencing Buyer's indebtedness to Seller, (2) suspend deliveries as to any or all Products, (3) take possession of the Products wherever found and for this purpose enter upon any premises of Buyer and remove the Products, without court order or other process of law, without any liability for damages, suit, action or other proceeding by Buyer as a result of such entry and/or removal, (4) cause Buyer, at its expense, to promptly return the Products to Seller in good, like-new condition, (5) sell the Products, or any part thereof at public or private sale (for cash or credit) at such time or times as Seller shall determine, free and clear of any rights of Buyer, and if notice thereof is required by law, any notice in writing of any such sale by Seller to Buyer not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Buyer, and (6) exercise any and all rights accruing to Seller under any applicable contract or law upon a default by Buyer, including all rights and remedies accorded to sellers or secured parties under the Uniform Commercial Code.
 - b. Mitigation of Damages.** Should Seller repossess any of the Products because of Buyer's default, Seller may make a commercially reasonable effort to sell such Products at a reasonable price to a third party, provided, however, that Seller shall have no obligation to actively seek out and solicit potential third party Buyers for said Products.
 - c. Collection Costs.** In the event of any default on the part of Buyer hereunder, Buyer shall pay any and all collection costs, including reasonable attorneys' fees and costs, incurred by Seller.
 - d. Rights and Remedies Not Exclusive.** No right or remedy conferred upon or reserved to Seller by this agreement shall be exclusive of any other right or remedy provided herein or by law. All rights or remedies conferred upon Seller by this agreement and by law shall be cumulative and in addition to any other right or remedy available to Seller.
- 10. Time of the Essence.** Time is of the essence with respect to each of the provisions of this agreement.
- 11. Indemnification.** Buyer agrees to indemnify and hold Seller and its officers, directors, servants, employees, agents and advisors harmless from and against any and all claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities that may result, in whole or in part, from any third party using the Products provided under this agreement. Any defense provided hereunder shall be by counsel of Seller's choice.
- 12. Limitation of Liability.** In the event that any of the Products malfunction and such malfunction leads to damage or injuries to the Products, to Buyer's business, the end-user's business, to other equipment, or residence, or to employees or to other persons, Seller shall not be liable for such damages or injuries. Buyer understands and agrees that if Seller shall be found liable for loss or damage caused by failure of Seller to perform any of Seller's obligations hereunder or the failure of the Products in any respect whatsoever, Seller's liability shall be limited to the price paid for such Products, and this liability shall be exclusive. Buyer understands and agrees that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of any of Seller's obligations or from negligence, active or otherwise, of Seller, or its agents, servants, assignees or employees. IN NO EVENT SHALL SELLER BE LIABLE FOR AMOUNTS REPRESENTING INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13. Assignment.** This agreement and all rights, obligations and performance hereunder may not be assigned by Buyer without prior written consent of Seller.
- 14. Waiver.** No delay or omission by Seller to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by Seller of any term, condition or agreements to be performed by Buyer or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other term, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless presented in writing to Seller and signed by an authorized representative of Seller.
- 15. Severability.** If any section, term, condition or portion of this agreement shall be found to be illegal or void as being against public policy, it shall be stricken and the remainder of this document shall stand as the original.
- 16. Governing Law/Venue.** This agreement shall be construed and enforced in accordance with the laws of South Carolina without regard to the conflicts of law provisions thereof. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS. IF OTHERWISE APPLICABLE. All claims, actions, disputes, controversies or suits shall be litigated exclusively in the courts of South Carolina. Each party specifically consents to service of process by and the jurisdiction of and venue in those courts and Buyer, if not a resident of the United States, hereby appoints the Secretary of State of South Carolina as its agent for service of process in the United States.
- 17. Entire Agreement/Modification.** The parties intend this agreement to be the complete statement of the terms of their agreement. This agreement replaces and supersedes any prior agreements between them with respect to the subject matter hereof. No course of prior dealing or usage of trade shall be relevant to amend or interpret this agreement. This agreement may not be changed, modified or amended except by an instrument in writing signed by both Seller and Buyer. All Products delivered to Buyer hereunder are for resale only and Buyer acknowledges and shall advise its customer that the Products may be controlled for export by the U.S. Department of Commerce and that the Products may require authorization prior to export from the United States.
- 18. Non-solicitation.** Each party agrees that during the term of this agreement and for a period of eighteen (18) months following the expiration or termination of this agreement, such party shall not, without the prior written consent of the other party, either separately or on behalf of or through any third party (i) directly or indirectly, solicit, entice or persuade or attempt to solicit, entice or persuade any employee of the other party to leave the services of the other party for any reason, or (ii) hire or attempt to hire any such persons.
- 19. Compliance with Laws.** The parties agree to comply with the laws, regulations and requirements of the United States. This includes, without limitation, the applicable export control and economic sanctions laws, regulations and requirements administered by the Commerce Department's Bureau of Industry and Security and the Treasury Department's Office of Foreign Assets Control as they may govern the export and re-export of items supplied under these Terms and Conditions. Buyer further agrees that it will not make any payment, directly or indirectly, that would cause a violation of the anti-bribery laws of any country or jurisdiction, including without limitation the U.S. Foreign Corrupt Practices Act which, inter alia, prohibits certain payments to foreign government officials for the purpose of obtaining or retaining business. The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning the creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.
- 20. No Agent.** It is understood that Buyer is not an agent of Seller and shall not refer to the Seller's corporate name in any of its products or literature without the express written consent of the Seller.
- 21. Notices.** All notices and other communications relating to this Agreement or its terms must be either: (1) in writing and sent via first class United States Postal Service certified or registered mail with return receipt requested; or (2) via FedEx or other similar overnight courier to the address set forth above. All such notices must be sent to Vice President of Reseller Financial Services and copy will General Counsel at 6 Logue Court, Greenville, SC 29615. All notices sent by Seller hereunder will be deemed received two (2) days after postmark or shipping date, or on the day of actual receipt if earlier. In addition, Seller may provide notices hereunder to Buyer via facsimile to the facsimile number(s) Buyer provided to Seller via Buyer's completion of Seller's credit application, with such facsimile notices being deemed received upon Seller's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received by Buyer is not a business day or is after five (5) p.m. on a business day, then such facsimile shall be deemed to have been received on the next following business day.

Exhibit B

ELECTRONICALLY FILED - 2019 Sep 13 11:47 AM - GREENVILLE - COMMON PLEAS - CASE#2019OP0305406

OPTIONAL

INDIVIDUAL PERSONAL GUARANTEE

In conjunction with my individual personal guarantee and customer application to ScanSource, Inc. and its subsidiaries and/or affiliates (hereinafter "Creditor") on behalf of Dependable Tech Center (hereinafter "Debtor") of (company name)

which I, George A. MORAN residing at 6510 New Utrecht Avenue
(guarantor) (guarantor's address, city, state & zip code)

am an officer, principal, partner, or major shareholder, I represent to Creditor that neither Debtor nor any company in which have been an officer, principal, partner, or major shareholder, nor have I personally never experienced any type of insolvency including bankruptcy.

I for good and valuable consideration, including the extension of trade credit to debtor which I hereby acknowledge as having been received, do hereby personally guarantee and promise to pay any obligation to Creditor on demand for any indebtedness of Debtor to Creditor now due and/or which may hereafter become due to Creditor for merchandise and other property hereafter sold and delivered by it to Debtor. This guarantee is one of payment, not of collection.

This guarantee is given individually, not in my capacity as _____ of Dependable Tech Center
(guarantor's title) (company name)

This guarantee shall be an irrevocable guarantee and indemnity to Creditor. Further, I hereby subrogate any indebtedness of Debtor, which it may have to me to the indebtedness of Creditor.

I do hereby waive notice of default, non-payment and notice thereof and to jury trial and consent to (i) changes in the terms of the guaranteed indebtedness and (ii) any and all renewals or modifications of extension of trade credit. I agree that Creditor may take any action with regard to the disposition of the collateral, including releasing it, and still enforce this guarantee without foreclosing on the collateral first. I agree that this guarantee shall be governed by the substantive law of the State of South Carolina without regard to its provisions concerning conflicts of law. I grant permission to Creditor to obtain information from any and all sources required to properly ascertain my capability to meet my financial obligations.

Date: <u>4/12/13</u>	Signature: 	Social Security Number:
----------------------	--	-------------------------

Please attach personal financial statements or tax return of guarantor.

Exhibit C

STATE OF South Carolina)
) AFFIDAVIT OF ACCOUNT
COUNTY OF Greenville)

PERSONALLY appeared William Harrison, (hereinafter the "Affiant"), who after being duly sworn does state that Affiant is Account Recovery Specialist of ScanSource, Inc., (hereinafter the "Plaintiff"), a corporation organized under the laws of the State of South Carolina, and has been duly authorized by said company to make this Affidavit; that Affiant is familiar with the books and business of Plaintiff; that the attached Statement of Account against Dependable Technology Center LLC, and George G. Moraru, as guarantor, (hereinafter the "Defendant(s)") is just and correct within the knowledge of Affiant; that Plaintiff has given Defendant(s) credit for all payments and just and lawful offsets to which Defendant(s) is entitled, as shown on the Statement of Account attached hereto; and that the balance due Plaintiff by Defendant(s) in the sum of Seventy-Two Thousand Nine Hundred Twenty-Three and 39/100 (\$72,923.39) Dollars, plus interest thereon at the rate of 1.5% per month from December 21, 2016, is justly due and remains unpaid.

SWORN TO AND SUBSCRIBED)
before me this 23)
day of July, 2019.)

Hayley T Clark)
Notary Public for)
My Comm. Expires: 7/26/2023)

William Harrison

HAYLEY T. CLARK
Notary Public, State of South Carolina
My Commission Expires 7/26/2023



DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219
 USA

Account 1000014909

Dear Sir or Madam,

Please note that invoice(s) on your account remain past due. For your reference a list of open invoice(s) has been provided. For those that have been paid, please forward payment details including check number, amount paid and date mailed. Please remit payment for any outstanding invoices as soon as possible. We appreciate your prompt attention to this matter and we thank you for your business.



Invoice #	Purchase Order #	Invoice Date	Due Date	Days Past Due	Balance	Currency
5401736436	55	Nov 21, 2016	Dec 11, 2016	130	24,068.85	USD
5401739153	55	Nov 22, 2016	Dec 12, 2016	129	32,862.93	USD
5401766127	55	Dec 1, 2016	Dec 21, 2016	120	6,720.76	USD
5401766128	55	Dec 1, 2016	Dec 21, 2016	120	9,270.85	USD

SCSC Inc Communicat. Overdue Balance (USD): 72,923.39

SCSC Inc Communicat. Total Balance (USD): 72,923.39

Total Overdue Balance (USD): 72,923.39

Total Balance (USD): 72,923.39

Regards,
 Maya Adams
 us -
 maya.adams@scansource.com

ELECTRONICALLY FILED - 2019 Sep 13 11:47 AM - GREENVILLE - COMMON PLEAS - CASE#2019CP2305406



Invoice

Fed. ID NO 06-1783099
 GST ID 83055 9522 RT0001

ScanSource, Inc.
 24263 Network Place
 Chicago IL 60673-1242

Invoice No.	5401736436
Page	1 of 1
Invoice Date	11/21/2016
Due Date	12/11/2016
Total Due	36,068.85 USD

BILL TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

SOLD TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

Purchase Order No.	Order No.	Ship Date	Salesperson	Payment Terms	Tax Code	Ship Via
55	11728537	11/21/2016	Jon Eveslage	Net 20	NY01101511	LTl STANDARD (2-5 DAYS)

Item	Description	Ordered	Shipped	Back Order	Unit Price	Extended Price
MIT-54005777 54005777	MiVoice Bus Ent 3300 Hospitality Base	2 EA	2 EA	0 EA	1,710.00	3,420.00
MIT-54005778 54005778	MiVoice Bus Enterprise AnalogTheme	1 EA	1 EA	0 EA	3,420.00	3,420.00
MIT-54000297 54000297	MCD Mailbox license	2 EA	2 EA	0 EA	28.50	57.00
MIT-54000303 54000303	MiVoice Business License - Digital Link	1 EA	1 EA	0 EA	855.00	855.00
MIT-54002701 54002701	MiVoice Business License - Analog Ext	426 EA	426 EA	0 EA	42.75	18,211.50
MIT-54005765 54005765	MiVoice Bus License Ent Hospitality User	45 EA	45 EA	0 EA	76.95	3,462.75
MIT-54005768 54005768	MiVoice Bus Hospitality License Group	1 EA	1 EA	0 EA	570.00	570.00
MIT-54005195 54005195	Stnd S/W Assur MiVoice Bus Base Usersx16	2 EA	2 EA	0 EA	75.00	150.00
MIT-54005897 54005897	StndS/WAssurMiVoiceBus HospityAnlg Port	720 EA	720 EA	0 EA	1.20	864.00
MIT-54005899 54005899	Stnd S/W Assur MiVoice Bus HospitalityUser	45 EA	45 EA	0 EA	2.40	108.00
MIT-54005767 54005767	MiVoice Bus Centralized HospitalityTheme	1 EA	1 EA	0 EA	4,446.00	4,446.00
MIT-54005654 54005654	Prem SW Assur MiVBUS Base w/Monitor	2 EA	2 EA	0 EA	22.80	45.60
MIT-54005898 54005898	PremS/WAssurMiVBUS Hospitly AnlgPort	720 EA	720 EA	0 EA	0.60	432.00
MIT-54005900 54005900	Prem S/W Assur MiVBUS Hospitality User	45 EA	45 EA	0 EA	0.60	27.00

Remit To				Sub Total		36,068.85
ScanSource, Inc. 24263 Network Place Chicago IL 60673-1242				Sub Total	Freight	Insurance
				36,068.85	0.00	0.00
				Tax	Total Due	
				0.00	36,068.85 USD	

Approval:

Ship To: DEPENDABLE TECHNOLOGY CENTER LLC , 6424 Utrecht Ave , BROOKLYN NY 11219 , USA

Please Note: To ensure that your payments are posted accurately, please include your customer number and invoice number on your remittance advice.

To contact your Account Analyst call 1-800-944-2439 ext. 4007. Thank you.

For the purposes of this document, "Seller" refers to ScanSource. This invoice expressly limits acceptance to the terms and conditions on the face and reverse side hereof, it supersedes all other previous agreements or buyer's purchase order, if any. Objection is hereby made to any additional terms in the buyer's purchase order or other writing of any other party. This invoice does not insist that an expression of acceptance mirror this offer before a contract will be formed. It shall become a contract when the common carrier has received delivery of the whole or any part thereof, or when the buyer has otherwise consented to the terms and conditions hereof, whichever occurs first. SEE REVERSE SIDE HEREOF.
 THANK YOU

ELECTRONICALLY FILED - 2019 Sep 13 11:47 AM - GREENVILLE - COMMON PLEAS - CASE#2019CP2305406



Invoice

Fed. ID NO 06-1783099
 GST ID 83055 9522 RT0001

ScanSource, Inc.
 24263 Network Place
 Chicago IL 60673-1242

Invoice No.	5401739153
Page	1 of 7
Invoice Date	11/22/2016
Due Date	12/12/2016
Total Due	32,862.93 USD

BILL TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

SOLD TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

Purchase Order No.	Order No.	Ship Date	Salesperson	Payment Terms	Tax Code	Ship Via
55	11728537	11/22/2016	Jon Eveslage	Net 20	NY01101511	LTL STANDARD (2-5 DAYS)

Item	Description	Ordered	Shipped	Back Order	Unit Price	Extended Price
MIT-50006271 50006271	PWR CRD C13 10A 125V - NA Plug	14 EA	14 EA	0 EA	14.25	199.50
MIT-50003560 50003560	DUAL T1/E1 TRUNK MMC	1 EA	1 EA	0 EA	855.00	855.00
MIT-50004451 50004451	QUAD CIM	2 EA	2 EA	0 EA	427.50	855.00
MIT-50005105 50005105	ASU II	12 EA	12 EA	0 EA	399.00	4,788.00
MIT-50005731 50005731	24 port ONSp card	30 EA	30 EA	0 EA	490.20	14,706.00
MIT-50006513 50006513	3300 MXe III Controller SATA HDD	1 EA	1 EA	0 EA	100.00	100.00
MIT-50006731 50006731	3300 MXe III w/ 1GB RAM Controller	1 EA	1 EA	0 EA	1,710.00	1,710.00
MIT-52002581 52002581	3300 MXe III Expansion Kit	1 EA	1 EA	0 EA	1,282.50	1,282.50
MIT-50005811 50005811	5540 IP CONSOLE	1 EA	1 EA	0 EA	1,026.00	1,026.00
MIT-50005991 50005991	5360 IP PHONE	1 EA	1 EA	0 EA	339.15	339.15
MIT-50006212 50006212	GN Cordless Headset Cable (for5540)	1 EA	1 EA	0 EA	11.40	11.40
MIT-50006634 50006634	5320e IP Phone (Backlit)	27 EA	27 EA	0 EA	185.25	5,001.75
MIT-50006507 50006507	AX Controller	1 EA	1 EA	0 EA	1,710.00	1,710.00
MIT-50006509 50006509	3300 AX 2G&4G Flash SSD	1 EA	1 EA	0 EA	100.00	100.00

Remit To				Sub Total		32,684.30
ScanSource, Inc. 24263 Network Place Chicago IL 60673-1242				Sub Total	Freight	Insurance
				32,684.30	178.63	0.00
						Tax
						0.00
						Total Due
						32,862.93 USD

Approval:

Ship To: DEPENDABLE TECHNOLOGY CENTER LLC , 6424 Utrecht Ave , BROOKLYN NY 11219 , USA

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 THANK YOU

ELECTRONICALLY FILED - 2019 Sep 13 11:47 AM - GREENVILLE - COMMON PLEAS - CASE#2019CP2305406



Invoice

Fed. ID NO 06-1783099
 GST ID 83055 9522 RT0001

ScanSource, Inc.
 24263 Network Place
 Chicago IL 60673-1242

Invoice No.	540176612
Page	1 of 1
Invoice Date	12/01/2016
Due Date	12/21/2016
Total Due	6,720.76 USD

BILL TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

SOLD TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

Purchase Order No.	Order No.	Ship Date	Salesperson	Payment Terms	Tax Code	Ship Via
55	11728537	12/01/2016	Jon Eveslage	Net 20	NY01101511	LTL STANDARD (2-5 DAYS)

Item	Description	Ordered	Shipped	Back Order	Unit Price	Extended Price
MIT-51211105 51211105	16 port/1000 hours VM System	1 EA	1 EA	0 EA	6,695.00	6,695.00

Remit To
ScanSource, Inc. 24263 Network Place Chicago IL 60673-1242

Sub Total				6,695.00
Sub Total	Freight	Insurance	Tax	Total Due
6,695.00	25.76	0.00	0.00	6,720.76 USD

Approval:

Ship To: DEPENDABLE TECHNOLOGY CENTER LLC , 6424 Utrecht Ave , BROOKLYN NY 11219 , USA

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 THANK YOU

ELECTRONICALLY FILED - 2019 Sep 13 11:47 AM - GREENVILLE - COMMON PLEAS - CASE#2019CP2305406



Invoice

Fed. ID NO 06-1783099
 GST ID 83055 9522 RT0001

ScanSource, Inc.
 24263 Network Place
 Chicago IL 60673-1242

Invoice No.	5401766128
Page	1 of 1
Invoice Date	12/01/2016
Due Date	12/21/2016
Total Due	9,270.85 USD

BILL TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

SOLD TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

Purchase Order No.	Order No.	Ship Date	Salesperson	Payment Terms	Tax Code	Ship Via
55	11728537	12/01/2016	Jon Eveslage	Net 20	NY01101511	LTL STANDARD (2-5 DAYS)

Item	Description	Ordered	Shipped	Back Order	Unit Price	Extended Price
MIT-51215769 51215769	Off-loading wake calls to 3300	1 EA	1 EA	0 EA	549.90	549.90
MIT-51219829 51219829	iCharge-CUB Base License	1 EA	1 EA	0 EA	1,516.45	1,516.45
MIT-51219830 51219830	iCharge-CUB 1 Rm License	630 EA	630 EA	0 EA	7.80	4,914.00
MIT-51219732 51219732	Additional TSSAP with new system 16	1 EA	1 EA	0 EA	1,040.00	1,040.00
MIT-51305087 51305087	assisted remote install iCharge/iLink	1 EA	1 EA	0 EA	625.50	625.50
MIT-51219726 51219726	VM install training 1-6 techs	1 EA	1 EA	0 EA	625.00	625.00

Remit To
ScanSource, Inc. 24263 Network Place Chicago IL 60673-1242

Sub Total				9,270.85
Sub Total	Freight	Insurance	Tax	Total Due
9,270.85	0.00	0.00	0.00	9,270.85 USD

Approval:

Ship To: DEPENDABLE TECHNOLOGY CENTER LLC , 6424 Utrecht Ave , BROOKLYN NY 11219 , USA

Please Note: To ensure that your payments are posted accurately, please include your customer number and invoice number on your remittance advice.

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THANK YOU

ELECTRONICALLY FILED - 2019 Sep 13 11:47 AM - GREENVILLE - COMMON PLEAS - CASE#2019CP2305406

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
ScanSource, Inc.,)
Plaintiff,)
v.)
Dependable Technology Center LLC, and)
George G. Moraru)
Defendant.)

IN THE COURT OF COMMON PLEAS
13th Judicial Circuit

ANSWER
(Jury Trial Demanded)

Come now Defendants Dependable Technology Center, LLC (“DTC”) and George G. Moraru (“Moraru”) and file this their Answer to Plaintiff’s Complaint. Any allegation contained in the Complaint not hereinafter expressly admitted or denied is hereby denied.

1. Paragraphs I and II are admitted except insofar as it alleges that Moraru is principal officer of Dependable, which is denied at this time. Defendants also deny that DTC is operational or doing business in South Carolina.
2. Responding to paragraphs III and IV, Defendants aver that the referenced documents speak for themselves insofar as they contain language to which Plaintiff has recited or referred. Defendants deny that the mere existence of the documents referred to make them enforceable or valid and Defendants require Plaintiff’s strict proof thereof. The remainder of the allegations therein are denied. Defendants further affirmatively allege that to the degree any application were made by Defendant, it was limited to \$5000.00, and as to any Guarantee alleged in this case, if any validly existed (which is denied), it would be limited to \$5000.00.
3. Responding to paragraph V, Defendants admit, upon information and belief, that it did in fact purchase goods from Plaintiff. Defendants are without sufficient information to form

a belief as to the remaining allegations therein and they are therefore denied and strict proof is demanded thereof.

4. Responding to paragraph VI, Defendants state that the referenced Exhibit speaks for itself as to the words it contains, but deny liability thereunder and therefore deny the allegations contained herein, demanding strict proof thereof.

AFFIRMATIVE DEFENSES

5. Plaintiff has failed to state a cause of action against Defendants upon which relief may be granted.
6. Plaintiff's claims are barred by the doctrines of mutual mistake, waiver, estoppel or laches.
7. Plaintiff's claims are barred by equitable estoppel.
8. Plaintiff's claims are barred or limited by limitation of liability.

WHEREFORE Defendants pray that for the following relief:

- a. Dismissal of Plaintiff's Complaint;
- b. Assessment of costs and fees as against Plaintiff; and
- c. For such other relief as is just and proper.

s/William R. McKibbon III
(S.C. Bar No. 68454)
601 E. McBee Avenue
Suite 204
Greenville, SC 29601
P: 864.235.0071
F: 864.235.0072
will@legalcarolina.com
Attorney for the Defendants

Greenville, South Carolina
December 17, 2019

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

SCANSOURCE, INC.,)
)
PLAINTIFF,)
)
-VS-)
)
DEPENDABLE TECHNOLOGY)
CENTER, LLC AND)
GEORGE G. MORARU,)
)
DEFENDANTS.)
_____)

2019-CP-23-05406

TRANSCRIPT OF RECORD

OCTOBER 17, 2022
GREENVILLE, SOUTH CAROLINA

B E F O R E:

THE HONORABLE EDWARD W. MILLER

A P P E A R A N C E S:

ATTORNEY FOR PLAINTIFF:

CRAIG H. ALLEN, ESQ.

ATTORNEY FOR DEFENDANT:

WILLIAM R. McKIBBON, III, ESQ.
MELISSA ADORNO, ESQ.

SUSAN W. HUDGINS
CIRCUIT COURT REPORTER

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EXHIBITS

<u>NO</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EVIDENCE</u>
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P-9	CALCULATION - BALANCE OWED ----	34	35
C-1	EMAIL CHAIN -----	57	

1 Monday, October 17, 2022:

2 (Whereupon Plaintiff's exhibits 1 - 8 were marked for
3 identification)

4 (Whereupon court convened at 11:19 am)

5 **THE COURT:** Any special voir dire you want asked?

6 **MR. McKIBBON:** No, Your Honor, none from the Defense.

7 **MR. ALLEN:** No, Your Honor.

8 **THE COURT:** Okay. Y'all ready?

9 **MR. ALLEN:** Yes, Your Honor.

10 **MR. McKIBBON:** Yes, Your Honor.

11 **THE COURT:** Okay.

12 (Whereupon the jury pool entered the courtroom at 11:20
13 am)

14 **THE COURT:** Okay. Ladies and gentlemen, welcome up to
15 courtroom four. As I told you downstairs, you're qualified to
16 serve, generally, for the week. And now we're going to
17 qualify you to serve for this particular case. So in order to
18 do that, let me introduce the case to you.

19 It's the State of South Carolina, County of Greenville,
20 court of common pleas, ScanSource, Inc., Plaintiff, versus
21 Dependable Technology Center, LLC and George G. Moraru. This
22 is an action where the Plaintiff has alleged that a debt is
23 owed. And the Defense has denied that the debt is owed. And
24 so you all -- that's what this case is about.

25 Before I start asking you any of these questions, which

JURY QUALIFICATION

1 won't take long, I'll ask the attorneys to stand and introduce
2 themselves and their client.

3 **MR. ALLEN:** My name is Craig Allen. And I'm the attorney
4 for ScanSource.

5 **THE COURT:** Okay.

6 **MR. McKIBBON:** Good morning, everyone. My name is Will
7 McKibbon. I'm the attorney for Mr. George Moraru sitting
8 here. Also with me is my associate, Melissa Adorno.

9 **THE COURT:** Okay. Ladies and gentlemen, is there any
10 member of the jury panel who is related by blood or marriage
11 or who has a business, personal, or social relationship with
12 any of the attorneys involved in the case? If so, please
13 stand.

14 (No response)

15 **THE COURT:** There are two witnesses, I understand, in
16 this case. The first one is Steven Zielinski. And the next
17 witness is George G. Moraru. And so I ask you all is there
18 any member of the jury panel related by blood or marriage or
19 who has a business, personal, or social relationship with any
20 of the potential witnesses listed in this case? If so, please
21 stand.

22 (No response)

23 **THE COURT:** Is there any member of the jury panel related
24 by blood or marriage or have a business, personal, or social
25 relationship with ScanSource, Inc. or Dependable Technology

JURY SELECTION

1 Center, LLC? If so, please stand.

2 (No response)

3 **THE COURT:** Does any member of the jury panel know --
4 have any knowledge about the subject of this lawsuit? If so,
5 please stand.

6 (No response)

7 **THE COURT:** Okay. Well, ladies and gentlemen, I think
8 that's -- anything further from the Plaintiff?

9 **MR. ALLEN:** Nothing further, Your Honor.

10 **THE COURT:** From the Defense?

11 **MR. McKIBBON:** Nothing, Your Honor.

12 **THE COURT:** All right. And we will now proceed to what
13 we call striking the jury.

14 **MADAM CLERK:** Using the numbers on the left, numbers 1
15 through 20, four strikes each, Plaintiff strikes first.

16 **MR. ALLEN:** Plaintiff strikes number 4.

17 **MADAM CLERK:** Plaintiff strikes 4.

18 **MR. McKIBBON:** Plaintiff [sic] strikes 5.

19 **MADAM CLERK:** Defendant strikes ---

20 **MR. McKIBBON:** I'm sorry.

21 **MADAM CLERK:** --- 5.

22 **MR. McKIBBON:** Defense strikes 5.

23 **MR. ALLEN:** Plaintiff strikes 17.

24 **MADAM CLERK:** Plaintiff strikes 17.

25 **MR. McKIBBON:** Defendant strikes 32.

JURY SELECTION

1 **MADAM CLERK:** Using the numbers on the left, 1 through
2 20.

3 **MR. McKIBBON:** Defendant strikes 11.

4 **MADAM CLERK:** Defendant strikes 11.

5 **MR. ALLEN:** Plaintiff strikes 18.

6 **MADAM CLERK:** Plaintiff strikes 18.

7 **MR. McKIBBON:** Defendant strikes 20.

8 **MADAM CLERK:** Defendant strikes 20.

9 **MR. ALLEN:** Plaintiff strikes 2.

10 **MADAM CLERK:** Plaintiff strikes 2.

11 **MR. McKIBBON:** Defendant strikes 9.

12 **MADAM CLERK:** 9? Defendant strikes 9.

13 Do we need an alternate?

14 **THE COURT:** No alternate. No.

15 **MADAM CLERK:** Gentlemen, I'll call these back to you.

16 Plaintiff strikes 2, 4, 17, and 18. Defendant strikes 5, 9,
17 11, and 20.

18 **MR. McKIBBON:** That is correct.

19 **THE COURT:** Okay.

20 **MADAM CLERK:** Ladies and gentlemen, when I call your
21 name, please bring your things and have a seat in our jury
22 box.

23 Ryland Johnson, Linda Ferrell, Yelina Trejo-Resendiz,
24 Alexis Gabela, Lindsay Bryant, Mark Barnes, Linda Whisenhunt,
25 Miles Harrison, Shemia Dogan, Jewell Mayes, Cody Hamilton, and

1 Robert Fitzgerald.

2 (Whereupon all jurors selected were seated in the jury
3 box)

4 **THE COURT:** Okay. Any exception or objection to the jury
5 as empaneled subject to Batson or J.E.B. from the Plaintiff?

6 **MR. ALLEN:** None, Your Honor.

7 **THE COURT:** Defense?

8 **MR. McKIBBON:** None, Your Honor.

9 **THE COURT:** Okay. All right. Ladies and gentlemen, two
10 distinct groups in here. One of you thinks you've won the
11 lottery and the other thinks you lost. I think the group that
12 got selected won the lottery.

13 It's a rare thing to be called up to the courthouse for
14 jury duty, rarer still to get called up to the courtroom, and
15 it really is surprisingly rare to be selected on a jury. And
16 it is a great privilege and a great responsibility.

17 So while you all do not get the opportunity today, I hope
18 that you will get an opportunity later in the week or if not
19 this year, then at some time in the future. But with that, I
20 would excuse you all back down to the jury room.

21 (Whereupon the remaining jurors exited the courtroom at
22 11:29 am)

23 **THE COURT:** Lyndall, let's swear them in.

24 **MADAM CLERK:** Ladies and gentlemen, please stand and
25 raise your right hand for the oath. Your response will be I

OPENING COMMENTS BY THE COURT

1 will.

2 You shall well and truly try case number 2019-CP-23-5406,
3 ScanSource, Inc. versus Dependable Technology Center, LLC and
4 George G. Moraru and a true verdict rendered according to the
5 law and the evidence so help you God.

6 **THE JURY:** I will.

7 **MADAM CLERK:** Please be seated.

8 **THE COURT:** Great. Thank you all. I'm very sincere
9 about y'all being the fortunate ones to be selected to serve.
10 And I hope that my comments about this being a rewarding
11 experience will prove true when you've completed your service
12 this week.

13 I want to tell you we have a dispute about the facts in
14 this case, which can't be resolved in any fashion other than
15 to ask a jury to come up and listen to the evidence presented
16 in this courtroom and to make a determination which resolves
17 this dispute between our citizens. That's your job and what
18 we ask you to do.

19 You might think, well, how do I do that? How do I make
20 that decision? And you do it based on what we call a
21 preponderance of the evidence. The burden of proof is always
22 on the moving party. And in a civil case it is by a
23 preponderance of the evidence or simply -- more simply stated
24 by a greater weight of the evidence.

25 So as the case starts the scales -- if you can imagine

1 the blind lady of justice holding the scales, the scales are
2 dead even. If, at the conclusion of the trial, you all
3 determine that the scales remain even or tilt in favor of the
4 Defendant, the Plaintiff will have failed to meet their burden
5 of proof and would not be entitled to a verdict.

6 If, on the other hand, the Plaintiff, at the conclusion
7 of the case, in your determination, has moved those scales in
8 their favor, then they would have prevailed and would be
9 entitled to a verdict. So please keep that in mind throughout
10 the course of this trial.

11 I break a trial into five parts so you'd have a
12 procedural roadmap to tell you where you are in the case and
13 where -- and what's coming next. The first part, I guess,
14 we're sort of engaged in right now, but I generally define it
15 as the opening statements of the attorneys. And those are
16 brief, non-argumentative statements about the case.

17 The second part of the trial is the meat and potatoes of
18 every case, and that is the presentation of the evidence in
19 the case. And the evidence will come to you in generally one
20 of three ways. The most commonly thought of way in my mind is
21 through oral testimony from this witness stand.

22 The second most common way is through the introduction of
23 tangible items or documents. And the third most common way is
24 when the parties agree that some fact is so beyond dispute
25 that you should accept it as true. And that's what we call a

1 stipulation of the attorneys. I don't know what combination
2 or how the evidence will be presented to you, but it will
3 generally come to you in one of those three ways.

4 The third part of the trial will be after all of the
5 evidence is presented, the attorneys make their closing
6 arguments to you. So it's an opening statement, brief and
7 non-argumentative, and a closing argument. And that's where
8 the attorneys advocate their position and urge you to resolve
9 the dispute in their client's favor.

10 The fourth part of the trial will be when I charge you as
11 to what the law is in this case. And the fifth part of the
12 trial will be when you all retire to your jury room to
13 deliberate the case and resolve the dispute. So the parts are
14 not of equal length, but if you can kind of remember that
15 little map, you'll know where you are and what's coming next.

16 I ask juries in every case to do many things, I'm sure.
17 But there are three main things I ask you to do. The first
18 thing is to keep an open mind. We go through the
19 qualification process to ensure that we don't have a jury in
20 this or any case that comes in with a preset notion about how
21 a case should be decided. So keep an open mind throughout the
22 course of the trial.

23 The second thing I ask you to do is kind of simple.
24 Sometimes difficult for me, I've been hearing it all my life,
25 pay attention. If you were to let your mind wander off, you

1 might miss an answer given to a question or the way a witness
2 answers a question. And that could be important in your
3 deliberations. And if you had let your mind wander, you would
4 be at a disadvantage when you are resolving this dispute.

5 And then the third thing I ask you to do and instruct you
6 to do, and this is vital, is not to discuss the facts of this
7 case with anyone until you are free to deliberate at the end
8 of the case. That means you can't talk about it with any of
9 the bailiffs.

10 I suspect we'll break for lunch before the case is
11 concluded. So if you go to lunch with a friend, a family
12 member, or co-worker, you can't talk about the facts of the
13 case with them, and you can't talk about the facts of the case
14 among yourselves until you are free to deliberate at the end
15 of the case.

16 If you were to do that -- and that includes not doing any
17 independent research. So if you hear about some location or
18 something that you want to look up in a book, you can't do
19 that. You've sworn an oath not to do that because even an
20 innocent comment from someone who you like and trust might
21 impact your state of mind.

22 And we're not interested in what those people say. They
23 are not making the sacrifices that each of you are making to
24 be up here and perform your civic duty. So we don't want them
25 to have any input into the outcome of this case.

1 It wouldn't be fair to the parties. It wouldn't be fair
2 to your fellow jurors. It wouldn't be fair to yourself to
3 allow someone or something that's not making the sacrifices
4 that you're making to have any input in the outcome. So just
5 don't talk about it.

6 There may -- I want to tell you that I may -- a couple of
7 things. I may ask the lawyers to come up here and talk to me
8 so you all can't hear. It's not that we are trying to deceive
9 you in any way, but it may well be that we are trying to keep
10 something from you.

11 If it's a disputed piece of evidence that should not be
12 admitted, I think you could fully understand why you shouldn't
13 hear about it. And that may include me excusing y'all to your
14 jury room so we can talk about some point of law or something
15 like that. But that -- so don't be surprised if that happens.

16 I do want to tell you that you, the jury, are the sole
17 judge of the facts. By law a trial judge cannot have an
18 opinion about the facts of the case. So don't think by
19 anything I say or do throughout the course of the trial that I
20 have such an opinion. I don't. It is up to you all to make a
21 determination about what to believe and what not to believe.

22 And that same law that makes you the sole judge of the
23 facts makes me the sole judge of the law. So if you had any
24 ideas as to what you think the law is or what the law ought to
25 be and I -- it differs from what I tell you the law is, you

1 have sworn an oath to set aside your own opinion and apply the
2 law precisely as I state it to you. That ensures that
3 everybody who's engaged in a trial up here is tried under the
4 same law.

5 Okay, ladies and gentlemen, I'm done with my opening
6 comments. I'm going to turn it over to the attorneys for
7 their comments.

8 **MR. ALLEN:** May it please the Court?

9 **THE COURT:** Yes, sir.

10 **MR. ALLEN:** Good morning.

11 **THE JURY:** Good morning.

12 **MR. ALLEN:** It's still morning. As I said at the outset,
13 my name is Craig Allen. I'm the attorney representing
14 ScanSource in this case. And this is a fairly straightforward
15 case. It's probably not going to be very exciting. But we're
16 here today because of unpaid invoices that are due to my
17 client for goods and services that they sold to Dependable
18 Technology Center, LLC.

19 We intend to show you at this trial that Dependable
20 Technology Center applied for credit with my client so that
21 they could purchase goods on a short-term credit basis. We'll
22 show you that the Defendant, the individual Defendant, George
23 Moraru, personally guaranteed payment of that account for
24 Dependable Technology Center.

25 Thereafter, Dependable Technology Center ordered goods

1 from time to time. My client sold and delivered those goods
2 to Dependable Technology Center. Invoices were issued to
3 them. Some invoices got paid, others did not. So we're here
4 today because of the invoices that are unpaid.

5 We'll show you that the balance due to my client,
6 ScanSource, on the account, the principal balance, is seventy-
7 two thousand, nine hundred and twenty-three dollars and
8 thirty-nine cent (\$72,923.39). We'll show you that under the
9 credit terms they agreed to -- interest runs on that account
10 at the rate of 1.5 percent per month. And that interest would
11 run from December 21, 2016.

12 At the conclusion of the evidence we'll then request that
13 you return a verdict in favor of ScanSource and against both
14 Defendants, Dependable Technology Center, LLC and George
15 Moraru. As I said, it's not that exciting a case. That's
16 pretty much it. Thank you.

17 **THE COURT:** All right. From the Defense.

18 **MR. McKIBBON:** Thank you. May it please the Court?

19 Morning everybody. Again, my name's Will McKibbon. I am
20 here representing Mr. George Moraru. When he testifies I will
21 likely refer to him as Gabriel, is what he goes by. Also with
22 me is my associate attorney, Melissa Adorno.

23 Mr. Moraru comes to us from -- he lives in New York,
24 lives in Brooklyn. Although he is Romanian by birth, he's an
25 American citizen since, I think, six years now he's been a

1 citizen and business owner. He's -- and you'll hear him
2 testify about his work history as a software developer at
3 Dependable Technology and his role in it.

4 Mr. Allen said it's not that exciting a case, as a debt
5 collection case, which is -- that's true, but it's very
6 important because you heard him testify -- I'm sorry. You
7 heard Mr. Allen state that at the end he'd be asking you for a
8 verdict for the Plaintiff. And you heard him state that the
9 actual amount owed for the products and goods were sold was
10 about seventy-two thousand dollars (\$72,000.00).

11 Well, what you're going to hear somewhere near the -- at
12 the end with all that interest and everything that he was
13 speaking about is the total, today, is more like a hundred and
14 fifty thousand dollars (\$150,000.00).

15 And that's very important about why we're here today
16 because you're going to hear why they should not be allowed to
17 collect that kind of money from either the Defendant company
18 or the Defendant as an individual. You are going to hear
19 testimony and see evidence why my client as an individual is
20 not liable for any debt to ScanSource even if the company were
21 to be liable to ScanSource.

22 And you are going to hear the differences between the
23 individual considerations for Mr. Moraru and why he is not a
24 guarantor of any debt that's -- that Dependable may have.
25 And you will also see and hear evidence of why Dependable does

1 not owe the funds that are being requested.

2 You heard Judge Miller mention stipulations. And I can
3 tell you this, there's not going to be a dispute about goods
4 that ScanSource has stated were sold to Dependable. We just
5 need to get that clear right off the bat. That did happen.
6 There's no dispute about whether or not my client's company
7 received goods for the benefit of a customer.

8 What we're going to be dealing with and what you're going
9 to be hearing about is why my client, Mr. Moraru, is not a
10 guarantor of that debt, this 12 percent owner of the company
11 that's being sued and why ScanSource is not entitled to
12 recover from the corporate company as well.

13 I thank you for your attention today. We all do. This
14 is a very important matter for both clients, both parties.
15 And we look forward to presenting our evidence and for your
16 deliberation to come to a conclusion very possibly today.
17 Thank you.

18 **THE COURT:** Okay. Call your first witness.

19 **MR. ALLEN:** Plaintiff calls Steven Zielinski.

20 **MADAM CLERK:** Place your left hand on the Bible and raise
21 your right hand.

22 **Steven Zielinski,** being
23 duly sworn testified as follows;

24 **MADAM CLERK:** State your name, please.

25 **MR. ZIELINSKI:** Steven Zielinski.

1 **MADAM CLERK:** Thank you. Please be seated.

2 **Direct Examination by Mr. Allen:**

3 Q. Steven, you work for ScanSource?

4 A. Yes.

5 Q. All right. What's your position with ScanSource?

6 A. Director of financial services.

7 Q. And as the director of financial services, what are some
8 of your duties and responsibilities?

9 A. Some of the responsibilities are the overall credit
10 collections of our North American business.

11 Q. Okay. Would that include the account that we're here
12 talking about today?

13 A. Yes.

14 Q. All right. And as the director of financial services are
15 you familiar with the books and records of ScanSource
16 regarding the general accounts in North America including the
17 account we're talking about today?

18 A. I am.

19 Q. All right. What does ScanSource do in general?

20 A. We're a distributor of technology, products, and
21 solutions.

22 Q. Okay. And does ScanSource sell just in the U.S., or
23 globally, or ...

24 A. We have locations in the U.K. and Brazil as well.

25 Q. Okay. And did ScanSource sell goods and services to

1 Dependable Technology Center, LLC?

2 A. Yes.

3 Q. Do you recall when ScanSource began doing business with
4 Dependable Technology Center?

5 A. I believe our first invoice was in 2014.

6 Q. Mr. Zielinski, I am handing up to you a document that's
7 been marked exhibit 1. Can you tell me what that is?

8 A. It's a customer application for ScanSource.

9 Q. Okay. Now let me show you this document that's marked as
10 exhibit 2. And exhibit 2 at the top says terms and conditions
11 of sale, is that correct?

12 A. That's correct.

13 Q. Now is this the terms and conditions of the sale that
14 were attached to the -- exhibit 1, the customer application?

15 A. Yes.

16 Q. Okay. Now the customer application refers to the
17 defendant company, Dependable Tech Center, is that correct?

18 A. That's correct.

19 Q. All right. And at the bottom of that page it's got
20 applicant authorized name, is that right?

21 A. Yes.

22 Q. And whose name is in there?

23 A. George G. Moraru.

24 Q. Okay. And it's got title for that person. And what is
25 the title written in there?

1 A. Owner.

2 Q. Okay. And then it's got his signature on that, is that
3 correct?

4 A. Correct.

5 Q. All right. And the date of that application was April 12
6 of 2013, is that correct?

7 A. Correct.

8 Q. Okay. Now at the top of that application -- well, let me
9 ask you this. How did ScanSource receive this signed credit
10 application?

11 A. This would have been received either via email or fax.

12 Q. Okay. Is there a fax telltale at the top?

13 A. Yes.

14 Q. Okay. And that indicates a date of 4/18?

15 A. 2013.

16 Q. Yes. Okay. All right. The fax number on that telltale,
17 is that the same fax number that's listed for the company in
18 the middle of the document?

19 A. Yes.

20 Q. Okay. All right. Now based on -- based on this credit
21 application that y'all -- you received, that ScanSource
22 received, did y'all open a credit account for Dependable
23 Technology Center?

24 A. Yes.

25 Q. Now looking at the exhibit 2, I'm looking specifically at

1 paragraph 5. At the start it says all past due amounts are
2 subject to a one and a half percent monthly financing charge
3 or the maximum permissible under applicable law. Does it say
4 that?

5 A. Yes.

6 Q. Okay. And then looking at paragraph 9(c) it says
7 collection costs in the event of any default on the part of
8 the buyer hereunder, buyer shall pay any and all collection
9 costs including reasonable attorney's fees and costs incurred
10 by seller, is that correct?

11 A. Yes.

12 Q. Okay. All right. And are these -- and based on the
13 credit application then y'all began selling to Dependable
14 Technology?

15 A. Yes.

16 Q. I'm going to show you a document marked exhibit 3. And
17 what is this document, exhibit 3?

18 A. It's an individual personal guarantee.

19 Q. Okay. And did ScanSource receive this from the
20 Defendants as well?

21 A. Yes.

22 Q. And did y'all also receive this via fax?

23 A. Yes.

24 Q. The fax telltale at the top the same date, same number as
25 exhibit 1, is that correct?

1 A. Correct.

2 Q. And in fact this says page 2, doesn't it?

3 A. Correct.

4 Q. Okay. All right. And this guarantee is made out in
5 whose name?

6 A. Individually, George G. Moraru.

7 Q. Okay. And it's got a signature that looks signature --
8 similar to the signature on exhibit 1?

9 A. Correct.

10 Q. All right. And it's also dated the same date as exhibit
11 1?

12 A. Yes.

13 Q. Okay. Now this guarantee says in the middle section, I,
14 for getting valuable consideration, including the extension of
15 trade credit together, which I hereby acknowledge as having
16 been received do hereby personally guarantee and promise to
17 pay any obligation to creditor on demand for any indebtedness
18 of debtor to creditor now due and/or which may hereafter
19 become due to creditor for merchandise and other property here
20 and after sold and delivered to it by debtor. It says that?

21 A. It does.

22 Q. And then it goes on and says this guarantee is one of
23 payment, not of collection, is that correct?

24 A. Correct.

25 Q. Thereafter it says this guarantee is given individually,

1 not in my capacity as blank of Dependable Technology Center.

2 It says that?

3 A. Correct.

4 Q. All right. Then it says this guarantee shall be an
5 irrevocable guarantee and indemnity to creditor, is that
6 correct?

7 A. That's correct.

8 Q. And then the first sentence of the last paragraph says I
9 do not hereby waive -- excuse me. It says I do hereby waive
10 notice of default, nonpayment and notice thereof and to jury
11 trial and consent to, one, changes in the terms of the
12 guarantee indebtedness and, two, any and all renewals or
13 modifications of extension of trade credit. Does it say that?

14 A. It does.

15 Q. All right. Now the opening of the credit account and the
16 commencement of selling goods on credit to Dependable
17 Technology Center, was that done in reliance on exhibit 1, 2
18 and 3?

19 A. Yes.

20 Q. All right. Now the -- exhibit 3, the guarantee, has a
21 space on it for a Social Security number, is that correct?

22 A. Yes.

23 Q. All right. That number's been redacted out for purposes
24 of this hearing today.

25 A. Correct.

1 Q. But do you recall whether a Social Security number was
2 actually inserted in the original?

3 A. There was a Social Security number.

4 Q. All right. And did y'all check and verify that that
5 appeared to be the Social Security number for George Moraru?

6 A. Yes.

7 Q. Okay. All right. So ScanSource began making sells to
8 Dependable Technology Center in 2013?

9 A. (Affirmative nod).

10 Q. How long did ScanSource sell goods on this credit account
11 to Dependable Technology Center?

12 A. I believe the last invoices were in 2016.

13 Q. Okay. And can you tell me in general how purchases were
14 to be made by Dependable Technology Center?

15 A. Sure. Typically anyone -- someone on our sales team
16 would receive requests or purchase order to place -- place an
17 order and deliver products from ScanSource. From there we
18 would turn around and either ship the product directly from
19 our warehouse or it would be drop-shipped from our supplies
20 directly to either the customer in this case, Dependable Tech,
21 or their end user. And then at that point we'd generate an
22 invoice that would be sent.

23 Q. Okay. And when you generated the invoices, were they
24 then sent to Dependable Technology Center?

25 A. Yes.

1 Q. Okay. Over the course of your dealing with Dependable
2 Technology Center were there subsequent updated credit
3 applications that were submitted?

4 A. Yes.

5 Q. I'm going to show you a document -- show you a document
6 marked exhibit 4. Can you tell me what this is?

7 A. It's a customer application.

8 Q. Okay. And the date of this application is?

9 A. December 7th, 2013.

10 Q. Okay. So six months or so after the initial application?

11 A. Um-hum (affirmative).

12 Q. Okay. And does this credit application also -- were
13 there terms and conditions for this credit application as
14 well?

15 A. Yes.

16 Q. They would have been, I believe, the same that were on
17 exhibit 1, is that correct?

18 A. That's correct.

19 Q. All right. And the applicant name at the bottom of this
20 application is?

21 A. The authorized name is George Moraru.

22 Q. Okay. And then the signature at the bottom of this
23 document as well, is that correct?

24 A. Correct.

25 Q. Okay. Mr. Zielinski, I'm showing you a document marked

1 exhibit 5. Can you tell me what this one is?

2 A. It's another credit application, customer application.

3 Q. Okay. And date -- is this another updated application?

4 A. It is.

5 Q. Okay. The date on this application is what?

6 A. September 10th, 2014.

7 Q. Okay. And again for Dependable Technology Center?

8 A. Yes.

9 Q. All right. And the name -- the applicant authorized name
10 at the bottom is what?

11 A. George Moraru.

12 Q. Okay. And it appears to be signed as well, is that
13 correct?

14 A. Correct.

15 Q. All right. And does it have the same information in it
16 in terms of phone numbers and fax numbers as the other
17 applications?

18 A. Yes.

19 Q. Okay. Now this credit application also had a page of
20 terms and conditions, is that correct?

21 A. Correct.

22 Q. At the bottom of that page there's a date that looks like
23 11/2013?

24 A. That's correct.

25 Q. All right. So that would have been some sort of revised

1 terms and conditions?

2 A. Correct.

3 Q. All right. The terms -- the terms for interest on this
4 credit application is the same as was on the original credit
5 application, is that correct?

6 A. Yes.

7 Q. And it had the same terms of collection costs and
8 attorney's fees recovery, is that right?

9 A. Correct.

10 Q. Okay. Can you tell me some reasons why an updated credit
11 application was given to ScanSource?

12 A. If we go a period of time without purchases, we would
13 request one to make sure that we have the updated contact
14 information and legal entity information.

15 Q. Okay. Does the account change or is it the same account
16 that was originally started?

17 A. It's the same account.

18 Q. Okay. Next, Mr. Zielinski, I'm showing you what's
19 document 2, this is marked as Plaintiff's exhibit 6. The
20 first page on this document is what?

21 A. It's a statement of amounts owed.

22 Q. Okay. Now these are past due invoices, is that right?

23 A. That's correct.

24 Q. All right. Were there other invoices issued to
25 Dependable Technology Center that had, in fact, been paid?

1 A. Yes.

2 Q. Over the course of time?

3 A. Yes.

4 Q. Okay. And now attached as the other pages to this
5 exhibit, are these copies of the invoices that are listed on
6 the statement?

7 A. Uh-huh (affirmative).

8 Q. I'm sorry?

9 A. Correct. Yes.

10 Q. Okay. So looking at the invoices, the invoice date for
11 the first invoice in this list is November 21 of 2016, is that
12 correct?

13 A. That's correct.

14 Q. And it shows a due date for payment of this invoice of
15 what?

16 A. December 11th, 2016.

17 Q. Okay. The original amount of this invoice is how much?

18 A. Thirty-six thousand, sixty-eight dollars and eighty-five
19 cents (\$36,068.85).

20 Q. Okay. And the second invoice is dated what date?

21 A. November 22nd, 2016.

22 Q. Okay. The due date is what?

23 A. December 12th of 2016.

24 Q. Okay. And the amount of that invoice is?

25 A. Thirty-two thousand, eight hundred and sixty-two dollars

1 and ninety-three cents (\$32,862.93).

2 Q. All right. The third invoice is dated what?

3 A. December 1st, 2016.

4 Q. And the due date is what?

5 A. December 21st, 2016.

6 Q. And the amount of that invoice is how much?

7 A. Six thousand, seven hundred and twenty dollars and
8 seventy-six cents (\$6,720.76).

9 Q. Okay. And the last invoice in this group is dated what?

10 A. December 1st, 2016.

11 Q. And the due date is what?

12 A. December 21st, 2016.

13 Q. And the amount of that invoice is how much?

14 A. Nine thousand, two hundred and seventy dollars and
15 eighty-five cents (\$9,270.85).

16 Q. Okay. Now were all these goods ordered by the Defendant,
17 Dependable Technology Center?

18 A. Yes.

19 Q. Okay. Were they all ordered about the same time?

20 A. Yes.

21 Q. Okay. And were these goods then shipped -- shipped out
22 by ScanSource?

23 A. They're shipped from our supplier.

24 Q. From your supplier? Is that the drop-ship you were
25 talking about?

1 A. Yes.

2 Q. Okay. All right. And did -- and these invoices -- were
3 these invoices sent to Dependable Technology Center?

4 A. Yes.

5 Q. All right.

6 **MR. ALLEN:** Your Honor, at this time we would move into
7 evidence exhibits 1 through 6.

8 **THE COURT:** Any objection?

9 **MR. McKIBBON:** No objection, Your Honor.

10 **THE COURT:** Okay.

11 **MR. ALLEN:** Thank you, Your Honor.

12 (Whereupon Plaintiff's exhibits 1 through 6 were admitted
13 into evidence)

14 Q. Now I noticed just looking back at the statement of
15 account -- I noticed that the original balance of the first
16 invoice on that statement of account was some thirty-six
17 thousand dollars (\$36,000.00). The balance shown on the
18 statement of account is twenty-four thousand, oh sixty-eight,
19 eighty-five (24,068.85), is that right?

20 A. That's correct.

21 Q. All right. I'm going to show you a document marked
22 exhibit 7. Tell me what this is.

23 A. This is a copy of a check received.

24 Q. Is the check from Dependable Technology Center?

25 A. Yes.

1 Q. All right. And attached to that check is a -- what do
2 you call that?

3 A. Remittance.

4 Q. Remittance. Okay. And does it reflect a payment being
5 made toward this first invoice, which was originally thirty-
6 six thousand, oh -- oh sixty-eight, eighty-five (36,068.85)?

7 A. Yes.

8 Q. All right. And how much was being paid by this check
9 toward that first invoice?

10 A. Five thousand dollars (\$5,000.00).

11 Q. Five thousand dollars (\$5,000.00). This check also paid
12 another invoice, is that correct?

13 A. That's correct.

14 Q. But that invoice has been paid and no longer outstanding?

15 A. Correct.

16 Q. Okay. All right. And ScanSource received this check and
17 applied it to that -- that first invoice on the statement of
18 account, is that correct?

19 A. That's correct.

20 Q. I'm going to show you a document that's been marked
21 exhibit 8. Let me ask you, is that -- that is another check,
22 is that correct?

23 A. That's correct.

24 Q. And that check is paying what amount?

25 A. Seven thousand dollars (\$7,000.00).

1 Q. Okay. From Dependable Technology Center?

2 A. Correct.

3 Q. The remittance on that check reflects all this seven
4 thousand dollars (\$7,000.00) to be applied to what invoice?

5 A. 540 173 6436.

6 Q. And that's that first invoice on the statement of
7 account?

8 A. That's correct.

9 Q. Okay. So the five thousand dollar (\$5,000.00) payment,
10 the seven thousand dollar (\$7,000.00) payment reduced that
11 first invoice by twelve thousand dollars (\$12,000.00), is that
12 right?

13 A. Correct.

14 Q. So you have a balance as shown on the statement of
15 account of twenty-four thousand, oh sixty-eight, eighty-five
16 (24,068.85) for that first invoice?

17 A. Correct.

18 Q. Now after applying those payments to the invoices what is
19 the balance due as per your statement of account?

20 A. For that particular invoice, twenty-four thousand, sixty-
21 eight dollars and eighty-five cents (\$24,068.85).

22 Q. And what is the total balance due on the account?

23 A. Seventy-two thousand, nine hundred and twenty-three
24 dollars and thirty-nine cents (\$72,923.39).

25 Q. Okay. Now does this statement of account accurately

1 reflect the balance due to ScanSource by Dependable Technology
2 Center?

3 A. Yes.

4 Q. All right. The latest payment due date on these invoices
5 is what date?

6 A. The latest due date is December 21st, 2016.

7 Q. Okay. So are you requesting an award of interest on this
8 account balance at the rate of one and a half percent per
9 month under the terms of your credit agreement on this
10 balance?

11 A. Yes.

12 Q. Okay. Now did ScanSource make demands or requests to
13 Dependable Technology Center and George Moraru for payment of
14 this outstanding balance prior to proceeding with suit?

15 A. Yes.

16 Q. All right. Did you receive any disputes from George
17 Moraru prior to proceeding with suit alleging that he was not
18 responsible on the guarantee?

19 A. No.

20 Q. Okay. Did he give you any excuse or give ScanSource any
21 excuse for why the debt had not been paid?

22 A. That he had not been paid by his customer.

23 Q. All right. Prior to you commencing suit did Dependable
24 Technology Center ever deny that they owed this outstanding
25 account?

1 A. No.

2 (Whereupon Plaintiff's exhibit 9 was marked for
3 identification)

4 Q. Mr. Zielinski, I'm showing you a document marked exhibit
5 9. Can you tell me what that document is?

6 A. It's a calculation for the total balance owed.

7 Q. Okay. And who prepared that?

8 A. I did.

9 Q. All right. And what is -- with interest what is the
10 total balance owed on this account?

11 A. One hundred and forty-nine thousand, three hundred and
12 seventy-nine dollars and seven cents (\$149,379.07).

13 Q. Okay. And are you also asking the Court to award you
14 costs and reasonable attorney's fees on this account?

15 A. Yes.

16 Q. And other than the -- and I may have already asked this.
17 Other than the two checks that we presented -- that you
18 presented there, have any other payments been made on these
19 invoices that are shown on the statement of account?

20 A. On these invoices, no.

21 Q. Okay.

22 **MR. ALLEN:** Your Honor, at this time I'd move the
23 remaining exhibits into evidence.

24 **THE COURT:** Any objection?

25 **MR. McKIBBON:** No objection, Your Honor.

1 **THE COURT:** Okay.

2 (Whereupon Plaintiff's exhibits 7, 8, and 9 were admitted
3 into evidence)

4 **MR. ALLEN:** That's all the questions I've got at this
5 time.

6 **THE COURT:** All right. Cross-exam.

7 **MR. McKIBBON:** Thank you, Your Honor. Thank you, Mr.
8 Allen.

9 **Cross-examination by Mr. McKibbon:**

10 Q. Pronounce your last name again for me.

11 A. Zielinski.

12 Q. Zielinski. And your specific title?

13 A. It's director of financial services.

14 Q. And are you based here in Greenville?

15 A. Yes, sir.

16 Q. Work at headquarters?

17 A. Yes.

18 Q. Okay. How long have you been in that position?

19 A. In that position, since 2019.

20 Q. Were you with the company before that as well?

21 A. Yes.

22 Q. But you are the director of this department?

23 A. Yes.

24 Q. With regard to the account that we are here about today,
25 when is the first time that you got involved with this current

1 lawsuit?

2 A. Me, individually?

3 Q. Yes.

4 A. 2019.

5 Q. 2019?

6 A. Yes.

7 Q. Okay. And in what capacity were you involved?

8 A. I had the individual that's responsible for our third
9 party collections, ultimately reported through me.

10 Q. And would you be the person that would be most
11 knowledgeable in the accounts and amounts due?

12 A. Yes.

13 Q. Okay. If you've been involved since 2019 why are you not
14 the person that verified the amounts due when this lawsuit was
15 filed?

16 A. The amounts due when the lawsuit was filed?

17 Q. Um-hum (affirmative).

18 A. William Garrison, I guess, verified the amounts due. He
19 is our -- at the time, account recovery coordinator.

20 Q. Account recovery coordinator?

21 A. Yes.

22 Q. And that would be not the director, correct?

23 A. Correct.

24 Q. All right. As the man that verified this, why is he not
25 testifying today?

1 A. He is unavailable.

2 Q. Okay. Why did you not verify this since you're going to
3 be the one testifying for this jury to believe your accounts?

4 A. I believe I was on there, if not, there would have been
5 another individual, Rod Williant (ph.), who's the manager over
6 that position.

7 Q. I'm sorry. You stated that you believed you would be --
8 I wasn't following that part.

9 A. If I wasn't named as a witness, we believe that the
10 individuals listed would have been present.

11 Q. But you agree that you were not a party to the complaint
12 in this lawsuit verifying this account, correct?

13 A. Individually, no.

14 Q. Okay. Did you have anything at all to do with the
15 business that took place between ScanSource and Dependable
16 Technology Center?

17 A. Could you elaborate on that?

18 Q. Did you have anything personally to do with the alleged
19 2013 contract?

20 A. Personally, no.

21 Q. Okay. Did you have anything to do with the application
22 of credit in 2013?

23 A. Personally, no.

24 Q. And did you have anything to do with the alleged
25 guarantee of 2013?

1 A. Personally, no.

2 Q. And did you have anything to do with the other alleged
3 applications that you have presented today?

4 A. Personally, no.

5 Q. Did you have anything to do with the orders that were
6 submitted by Dependable Technology to ScanSource?

7 A. Personally, no.

8 Q. How is it that you're able to testify to all of these
9 when you had absolutely nothing to do with them?

10 A. We keep records on file for our partners.

11 Q. You keep records on file? Okay. And you haven't
12 introduced any of those records, have you?

13 A. They're these exhibits.

14 Q. They're these exhibits?

15 A. Um-hum (affirmative).

16 Q. Okay. So your entire testimony, then, based on -- is
17 based upon the exhibits?

18 A. Yes.

19 Q. Okay. All right. Having utilized these exhibits and
20 only these exhibits in testifying as to the account with my
21 client, that you claim owes a hundred and fifty thousand
22 dollars (\$150,000.00) plus, let's turn to exhibit number 1, 2,
23 and 3. For purposes of the jury and reminding them, exhibit 1
24 is an application, customer application dated April 12th,
25 2013. These dates are going to be very important. 2013, you

1 agree with that, right?

2 A. Yes.

3 Q. Exhibit 1? And that's signed by Mr. Moraru, right?

4 A. Correct.

5 Q. Okay. And then exhibit 2 is actually the second page of
6 an application, correct?

7 A. Correct.

8 Q. And that's the one that's got all the tiny stuff on it?

9 A. Correct.

10 Q. Which would be paragraphs 1 through 21 of what most
11 people would call the fine print. Would you agree with that?

12 A. Agreed.

13 Q. Okay. And then exhibit 3 would be the alleged personal
14 guarantee of Gabriel, correct?

15 A. Correct.

16 Q. All right. That was executed April 12th, 2013, correct?

17 A. Correct.

18 Q. The same as the application?

19 A. Correct.

20 Q. Correct. Now you testified earlier that based on these
21 three documents you opened up an account with Dependable in
22 2013, correct?

23 A. Correct.

24 Q. If ScanSource opened an account based on those three
25 documents in 2013, then why did ScanSource -- that was April

1 of 2013, correct?

2 A. Yes.

3 Q. Okay. Why on May 21st, 2013 did ScanSource very clearly
4 state we are currently unable to open an account, and your
5 application has been declined?

6 **MR. ALLEN:** Your Honor, I'm going to have to object.

7 **MR. McKIBBON:** Well, ---

8 **THE COURT:** Wait. Whoa, whoa, whoa. Basis -- what's it
9 based on?

10 **MR. ALLEN:** This is based on information and documents
11 that I have not received. We served interrogatories ---

12 **THE COURT:** Okay. Okay. All right. I'll tell you what,
13 ladies and gentlemen, let's just take -- probably a good time
14 for a morning break. We'll get back with you in just a couple
15 of minutes. Don't talk about the case. Thank you. Y'all --
16 back to the jury room, Kurt.

17 (Whereupon the jury exited the courtroom at 12:20 pm)

18 **THE COURT:** Okay.

19 **MR. ALLEN:** Your Honor, we served discovery in this case
20 sometime ago ---

21 **MR. McKIBBON:** Your Honor, there's no ---

22 **THE COURT:** Let him finish.

23 **MR. McKIBBON:** Yes, Your Honor.

24 **MR. ALLEN:** --- sometime ago. We got a response to
25 request for admissions. Got no response to the

1 interrogatories, no response to the request for production of
2 documents. I asked numerous times for them to respond.
3 Ultimately I had said, well, if I don't get anything, I
4 presume there is no response. To this day, to this moment, I
5 haven't received it. So I don't know, I mean, ---

6 **THE COURT:** What is this document?

7 **MR. McKIBBON:** Your Honor, this is a document from
8 ScanSource, itself, that specifically declines giving any
9 credit to my company.

10 And, Your Honor, I haven't seen any of the documents that
11 they provided. In fact, the Plaintiff just based the contract
12 on a completely different document than they pled in the
13 complaint. The complaint tries to make a claim for a 2014
14 contract and today comes in here arguing about a 2013. We've
15 never seen that. And the Plaintiff is limited to pleading and
16 proving the case as it is pled. And that is not done.

17 **THE COURT:** Show him the document that you're -- that he
18 objected to.

19 **MR. McKIBBON:** Oh. Yes, Your Honor.

20 (Pause)

21 **MR. ALLEN:** I mean, I'd have to ask him about this
22 because I -- I'm not -- I don't have access to their records.
23 I don't know what it is.

24 **THE COURT:** Well, he has claimed that you didn't supply
25 documents that -- but he didn't object to them when they were

1 entered. I don't know ...

2 **MR. ALLEN:** I never received any discovery requests from
3 them, Your Honor.

4 **THE COURT:** All right. Well, they're in the record and
5 they're unobjected to. So that's not the issue.

6 **MR. ALLEN:** I mean, I don't know -- I don't know what the
7 objection -- all the documents or the exhibits to the
8 complaint are all in the record.

9 **THE COURT:** Okay.

10 **MR. ALLEN:** So, I mean, I don't understand the objection
11 from that standpoint. This is a situation where I've been
12 unable to, quite frankly, prepare a response to whatever this
13 document is that I'm just seeing this morning.

14 **THE COURT:** Okay.

15 **MR. ALLEN:** So I object on that basis.

16 **THE COURT:** Well, why don't you find out what it is -- go
17 ahead and make a proffer. Let Mr. McKibbon make the proffer
18 so we can see what he's trying to do.

19 **MR. McKIBBON:** Yes, Your Honor.

20 **Proffered Testimony by Mr. McKibbon:**

21 Q. If a customer makes an application for credit, ---

22 A. Uh-huh (affirmative).

23 Q. --- you would agree that it's either granted or it's
24 declined credit, correct?

25 A. Ultimately.

1 Q. Ultimately. Okay. And if a representative -- director
2 of resale or financial services were to send an email to one
3 who applied saying we decline your application, that would be
4 a declining of credit, correct?

5 A. Correct.

6 Q. All right. So if your company issued an email declining
7 credit to my client to the -- to the 2013 application, then
8 that means that your company declined credit to that
9 application, does it not?

10 A. Yes, sir.

11 Q. Okay. And yet you testified that that application was
12 accepted and that you granted credit, and the account was
13 opened based on that application, didn't ---

14 A. That's my understanding.

15 Q. Okay. And that guarantee was also submitted as part of
16 the rejected application, wasn't it?

17 A. I'm not -- if that's the ---

18 **THE COURT:** Show him the document. Let him take a look
19 at it. That's what we're fighting about.

20 **MR. McKIBBON:** Thank you, Your Honor.

21 A. Thank you.

22 (Pause)

23 A. What was your question again?

24 Q. Have you read these?

25 A. Just now, yes.

1 Q. Okay. Based on reading this, wouldn't you agree that the
2 2013 application was declined?

3 A. Yes. The application was declined due to non-response on
4 the missing incomplete resale tax certificate. It says
5 incorrect legal name on application and incomplete required
6 section of personal guarantee form.

7 Q. Okay. Now what you're reading is an email that's dated
8 Friday, April 19th, correct? On the bottom?

9 A. That's correct.

10 Q. All right. Now you see one above?

11 A. Yes.

12 Q. And that is after April 19th, correct?

13 A. Yes.

14 Q. May 21st?

15 A. Correct.

16 Q. And it says, your application has been declined, very
17 clearly.

18 A. Yes.

19 Q. You also testified earlier that an account was opened
20 based on three documents submitted, yet your own team wrote
21 and said, we've got to have all this other stuff.

22 A. That's correct.

23 Q. Okay. Well, your testimony didn't suggest anything else
24 was needed to open an account, and yet your own team here back
25 on 2/13/2013 said, one, we need this. And then after giving

1 them that chance to do it in 2013 denied credit.

2 A. We require these -- these pieces, but we require
3 additional information as well.

4 Q. I understand, but 2013 was declined.

5 A. Because we didn't receive the resale tax certificate.

6 Q. Your company declined credit to the 2013 application,
7 correct?

8 A. According to this email, appears to be so.

9 Q. Appears to be so. And that is the application of April
10 2013, correct? Exhibit 1.

11 A. Correct.

12 Q. Exhibit 2 and exhibit 3, correct?

13 A. Correct.

14 Q. And exhibit 3 was the same date as the application. And
15 that is the individual guarantee that is alleged in this case,
16 is it not?

17 A. Yes.

18 Q. So that application was denied, correct?

19 A. Correct.

20 Q. If an application is denied, you didn't give him any
21 credit, correct?

22 A. Correct.

23 Q. So you didn't have a contract with him, did you, in 2013?

24 A. We had the signed -- signed agreement.

25 Q. No, sir, you had an application, correct?

1 A. Yes, sir.

2 Q. Which you declined?

3 A. Appears to be so, yes.

4 Q. Yes. So you did not have an agreement?

5 A. (No response).

6 Q. As of 2013 they couldn't buy anything from you on credit,
7 could they?

8 A. As of the date of this email, May 27 or May 21st, 2013 it
9 appears to be so.

10 Q. That's correct. And that's after the application,
11 correct?

12 A. Correct.

13 Q. And part of the application was the personal guarantee,
14 correct?

15 A. Correct.

16 Q. And it was rejected, correct?

17 A. The application was declined.

18 Q. Meaning ScanSource was not going to do credit business
19 with my client, correct?

20 A. Based on the missing information, yes.

21 Q. We're going around and around. But you had no agreement
22 with my client in 2013, did you? Don't look to your counsel,
23 please. Answer my question.

24 A. From my perspective, we did, but ---

25 Q. Well, let's talk about your perspective. How do you have

1 perspective -- your company refused to give my client credit.
2 Not only that, you have not produced one single purchase in
3 2013. And if my client has to testify, he's going to say
4 there wasn't one. Do you know of one?

5 A. Not in 2013.

6 Q. No, you don't, but you testified that there were.

7 A. Well, I think I said the first invoice was from 2014.

8 Q. I don't think so. You said you started doing business
9 with him in 2013, but that's neither here nor there. You
10 didn't produce a single invoice until the ones that we're here
11 for today, correct?

12 A. That's incorrect. We produced invoices starting in 2014
13 that were subsequently paid.

14 Q. Sir, I believe all we've seen in evidence are the
15 invoices you're here to try to collect upon.

16 A. Yeah, that's correct.

17 Q. That's correct. Okay. Explain to me again, how do you
18 believe that there was a contract entered into when you
19 declined the application.

20 A. That we received information that we were -- based on the
21 email you have as Friday, April 19th, reaching out to George
22 and Nelson, after reviewing the information submitted, we're
23 currently unable to process the application due to the
24 following reasons. Then it listed those three -- three
25 reasons. So we had requested that information to proceed with

1 providing credit, and we did not receive a response.

2 Q. Well, you're mainly leaving out the next email, the
3 important one. Does it not clearly state based on information
4 submitted, your application has been declined?

5 A. Correct, because we didn't receive the response in the
6 requested 30 day ---

7 Q. I understand. But you said -- and at the end doesn't it
8 say you have a right to a written statement of specific
9 reasons for this denial? To obtain this statement you must
10 submit your request within 60 days from the date of this
11 notification.

12 A. Correct.

13 Q. Okay. So pretty clear they had no deal with you in 2013,
14 did they?

15 A. In 2013 I believe -- yes, we had received a second
16 application also in 2013.

17 Q. April 2013 they had no deal with you, correct?

18 A. We had no invoices and no purchase history at that time,
19 no.

20 **THE COURT:** So when was the second application? Is that
21 what ---

22 A. It's December 7, 2013.

23 **THE COURT:** Okay. And, apparently, the Defendant
24 rectified whatever ...

25 A. Apparently, the missing tax information. It says missing

1 incomplete sales tax exemption certificate. So in order for
2 us to resell the product, we require that from our partners.

3 **THE COURT:** But you went -- you got a credit application
4 in December of 2013 upon which you had a relationship with the
5 Defendant, is that ...

6 A. Yes.

7 **THE COURT:** So ...

8 **MR. McKIBBON:** Your Honor, the point here is there is
9 only one grouping of documents that they allege created a
10 contract with a personal guarantee by my client. And that was
11 April of 2013, and it was declined.

12 That is no different from if I go apply for a loan from a
13 bank and they give me a batch of documents and say sign, sign,
14 sign, sign, sign, which includes a personal guarantee and then
15 they decline my loan ---

16 **THE COURT:** Well, let me ask you this. You're saying
17 that the -- so there was -- was there a personal guarantee in
18 December?

19 A. Not to my knowledge.

20 **THE COURT:** Okay.

21 **MR. McKIBBON:** The whole point of this is the guarantee,
22 Your Honor, because the complaint, by the way, Your Honor,
23 makes no reference to any application except one in September
24 of 2014. That's the exhibit in the complaint.

25 In the complaint they say ---

1 **THE COURT:** Okay. All right. Mr. Allen.

2 **MR. ALLEN:** That was the last updated credit application.
3 Your Honor, it's not clear, and I don't know if my client even
4 knows when the first sale was actually made. The point is
5 these documents were submitted, a credit account was opened up
6 based on these documents, and they thereafter purchased goods
7 on credit.

8 The fact that there was something missing from a prior
9 credit application, and that information was delivered at a
10 later time, and then the account was opened up doesn't nullify
11 all of the documents. And I'll continue to stand on my
12 objection to not getting any notice of any of this
13 information.

14 **MR. McKIBBON:** It's impeaching evidence. The witness
15 testified that an account was opened. He obviously didn't
16 even know.

17 **THE COURT:** Let me see the April and December -- thank
18 you.

19 (Pause)

20 **THE COURT:** Where's the guarantee?

21 **MR. ALLEN:** Guarantee there.

22 **THE COURT:** Okay. There it is. Okay.

23 (Pause)

24 **THE COURT:** Well, there is nothing in this personal
25 guarantee that ties it to the April '13 application.

1 **MR. McKIBBON:** The date -- it's signed the exact same
2 day, Your Honor.

3 **THE COURT:** Yeah, that's fine, but there's nothing in the
4 document -- the document says it shall be an irrevocable
5 guarantee and indemnity to creditor. It doesn't say based on
6 granting an application in April of 2013. So ---

7 **MR. McKIBBON:** Yes, Your Honor, but a guarantee would be
8 a contract and has to be supported by getting something in
9 return. You can't promise something ---

10 **THE COURT:** Did ---

11 **MR. McKIBBON:** --- for nothing.

12 **THE COURT:** --- he get credit?

13 **MR. McKIBBON:** Not then. He got declined, Your Honor.

14 **THE COURT:** Did he subsequently get materials, sales of
15 materials from the Plaintiff on credit?

16 **MR. McKIBBON:** A year and a half later the company was
17 granted credit with absolutely no individual guarantee. The
18 loan ---

19 **THE COURT:** No, they ---

20 **MR. McKIBBON:** --- was denied.

21 **THE COURT:** --- had a guarantee. So I'm going to rule as
22 a matter of law that that guarantee is valid. Okay? All
23 right.

24 With respect to him being -- using this email, it is
25 impeachment. Okay? I'm going to allow him to cross-examine

1 based on that even though I agree with you that it is --
2 failure to answer interrogatories -- wow. How come this
3 didn't get handled in some kind of motion hearing?

4 **MR. ALLEN:** Your Honor, it was my understanding that
5 Defense counsel was having trouble communicating with his
6 client. I kept asking. I kept getting nothing in return.

7 **THE COURT:** Okay. All right. Well, let's get the jury
8 back, Kurt.

9 **MR. McKIBBON:** One moment, Your Honor. Given that you
10 have ruled as a matter of law on the guarantee, I don't see
11 any ---

12 **THE COURT:** Well, do you want to ---

13 **MR. McKIBBON:** --- point ---

14 **THE COURT:** --- y'all want to talk about something for a
15 few minutes?

16 **MR. McKIBBON:** --- point in -- no, Your Honor. We're not
17 going to have a settlement. But I don't -- I mean, you've
18 ruled as a matter of law on the guarantee. So since you have,
19 I don't know why any testimony on behalf of ---

20 **THE COURT:** Well, you want to stop your cross? Is that
21 what you ---

22 **MR. McKIBBON:** --- of ScanSource -- no. But I don't need
23 to -- I don't need to discuss ...

24 **THE COURT:** Okay. We'll just get the jury back and you
25 can continue your ---

1 **MR. McKIBBON:** Well, I suppose I should ask the Court a
2 question because I don't particularly know procedurally --
3 given that that was not a motion for an issue to be decided as
4 a matter of law. Is all of that on the record for purposes of
5 appealing that issue or ---

6 **THE COURT:** Everything is on the record, ---

7 **MR. McKIBBON:** Do I need ---

8 **THE COURT:** --- yes.

9 **MR. McKIBBON:** Okay. In that case, I believe the only
10 thing left for me to do would be to introduce the document as
11 an exhibit.

12 **THE COURT:** No, it's impeachable information. Did he
13 write -- did he -- is his name on the email?

14 **MR. McKIBBON:** No, but it's a statement of a party
15 opponent.

16 **THE COURT:** Um-hum (affirmative). Well, -- and you're
17 representing both the company and this individual?

18 **MR. McKIBBON:** Yes, Your Honor. And there are very
19 different issues, one which you've already ruled upon.

20 **THE COURT:** Yeah. Well, let's finish your cross-
21 examination. I mean, is that -- yeah.

22 **MR. ALLEN:** Could I ask at this time are there any more
23 documents that we haven't seen?

24 **MR. McKIBBON:** No.

25 **THE COURT:** Did y'all take any depositions or anything

1 like that?

2 **MR. ALLEN:** No, Your Honor.

3 **MR. McKIBBON:** No, Your Honor.

4 **THE COURT:** Okay. Let's get the jury.

5 **MR. McKIBBON:** Your Honor, I believe there may be one
6 more issue to take up with you without the jury.

7 (Whereupon the Court was speaking with the bailiff)

8 **MR. McKIBBON:** Your Honor, at this point my client is
9 going to confess judgment on behalf of the LLC, which is a
10 defunct LLC, which Mr. Allen knows. We've talked about that a
11 lot. You've ruled as a matter of law as to the guarantee.
12 And we've not doubted the accounting. I believe that's going
13 to end the case.

14 **THE COURT:** I'm not sure I -- you're going to do it on
15 behalf of the company, but not on behalf of the individual?

16 **MR. McKIBBON:** No, Your Honor. You've ruled as a matter
17 of law that the guarantee is valid.

18 **THE COURT:** Yeah.

19 **MR. McKIBBON:** Well, we don't doubt the debt from the
20 company's standpoint. And since you had ruled the guarantee
21 is valid and enforceable, I don't know how there's an issue
22 left.

23 **MR. ALLEN:** In that case, we'd move for a directed
24 verdict.

25 **THE COURT:** Okay. Any -- you don't have any response to

1 that?

2 **MR. McKIBBON:** No, Your Honor, because you already -- you
3 already granted a directed verdict against my client. You
4 granted a directed verdict without a motion against my client
5 on the guarantee.

6 **THE COURT:** No, I did not, Mr. McKibbon. God Almighty.
7 Are you -- you want to confess judgment?

8 **MR. McKIBBON:** For the ---

9 **THE COURT:** Is that what I'm hearing?

10 **MR. McKIBBON:** No, Your Honor. For the -- for the
11 company, yes. The company will confess judgment. It is a --
12 it is a defunct company. And there's no reason to burden the
13 jury or the Court any further. You ---

14 **THE COURT:** Well, they want a judgment against your
15 client individually. Are you -- I mean, I ...

16 **MR. McKIBBON:** Well, Your Honor, you've ruled that the
17 guarantee is valid and enforceable. Did you not?

18 **THE COURT:** Yes.

19 **MR. McKIBBON:** Well, what am I ---

20 **THE COURT:** There's nothing ---

21 **MR. McKIBBON:** What am I missing?

22 **THE COURT:** There's -- wow. This should have been
23 fleshed out a long time ago in a motion practice. And the
24 fact that you didn't supply that email chain to counsel
25 constitutes a little bit of what I would call sharp practice.

1 So if you're -- there's nothing on the face of that document
2 that ties it to the application solely to the April
3 application.

4 **MR. McKIBBON:** Well, Your Honor, as in the proffer Mr.
5 Zielinski testified in agreement that the application for
6 credit was denied, ---

7 **THE COURT:** Yeah.

8 **MR. McKIBBON:** --- no contract was formed in any form or
9 fashion. I can't just ---

10 **THE COURT:** The personal guarantee stands on its own two
11 feet.

12 **MR. McKIBBON:** He also testified that the guarantee was a
13 requirement to form the contract to purchase -- to get credit.
14 It was declined.

15 **THE COURT:** That application was declined. Correct,
16 that's what he said. And then in December apparently they
17 satisfied whatever contingencies needed to be satisfied. They
18 didn't say the personal guarantee was no good when they denied
19 the application.

20 **MR. McKIBBON:** The personal ---

21 **THE COURT:** So I -- I'll tell you, we'll make it easy.
22 I'm going to grant the directed verdict. He's making -- you
23 don't want anymore cross-examination?

24 **MR. McKIBBON:** No, Your Honor.

25 **THE COURT:** Do you have any other witnesses?

RULING OF THE COURT

1 **MR. ALLEN:** I have no other witnesses, Your Honor.

2 **THE COURT:** You want to do any redirect or anything like
3 that?

4 **MR. ALLEN:** No redirect, Your Honor.

5 **THE COURT:** Okay. And you made a motion for directed
6 verdict?

7 **MR. ALLEN:** I did, Your Honor.

8 **THE COURT:** Granted. Okay.

9 **MR. ALLEN:** Thank you, Your Honor.

10 **THE COURT:** Thank you. You can stand down. We'll mark
11 the email chain, I guess, as a Court's exhibit number 1.

12 (Whereupon Court's exhibit 1 was marked)

13 **MR. ALLEN:** Thank you, Your Honor.

14 **THE COURT:** All right. Okay.

15 **MR. ALLEN:** We're free to go, Your Honor?

16 **THE COURT:** Yep, all done.

17 **MR. ALLEN:** Thank you, Your Honor.

18 **THE COURT:** Yep.

19 (Hearing Ended at 12:47 pm)

20 (End of Requested Transcript of Record)



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COMPANY INFORMATION

Type: C Corporation S Corporation Limited Liability Company Partnership Proprietor

COMPANY'S COMPLETE LEGAL NAME (Please Print or Type) Dependable Tech Center DOING BUSINESS AS NAME Comptool

COMPANY WEBSITE WWW.DTCNEWYORK.COM YEAR STARTED 1995 STATE OF INCORPORATION

MAILING ADDRESS OF CORPORATE OFFICE 6510 New Utrecht Avenue CITY BROOKLYN STATE / PROVINCE NY POSTAL CODE 11219

STREET ADDRESS OF CORPORATE OFFICE (if different than above) CITY STATE / PROVINCE POSTAL CODE

CORPORATE PHONE NUMBER 718 256 3976 CORPORATE FAX NUMBER

CONTACT INFORMATION

EXECUTIVE CONTACT NAME AND TITLE Nelson Leung ACCOUNTS PAYABLE MANAGER NAME GENA ~~BADR~~ BADR

EXECUTIVE CONTACT PHONE 718 256 -3976 ACCOUNTS PAYABLE MANAGER PHONE

EXECUTIVE CONTACT FAX 718 256 -9531 ACCOUNTS PAYABLE MANAGER FAX

EXECUTIVE CONTACT E-MAIL ADDRESS L11219 us@Yahoo.com ACCOUNTS PAYABLE MANAGER E-MAIL ADDRESS invoice@Comptools.net

Please indicate if you authorize ScanSource to communicate with your company via fax and (e-mail) Yes No

Please indicate if you would like to receive invoices in PDF format in place of paper invoices Yes No

If so, please indicate the email address to receive the invoices: L11219 us@Yahoo.com

TAX INFORMATION

Federal Employer Identification Number:

Sales Tax Exempt Number: *Note: Please attach a copy of exemption certificate(s) for each state or use the Multijurisdiction Form Tax Certificate also available to download at http://www.scansource.com/downloads/Multijurisdiction_Form.pdf.*

PURCHASING INFORMATION

Do you require a purchase order number before we accept an order? Yes No

AUTHORIZED SIGNATURES

By signing this application Applicant hereby acknowledges that it is submitting this Application to ScanSource, Inc and each of its subsidiaries and/or affiliates. Applicant hereby gives the right to each of ScanSource, Inc. and its subsidiaries and affiliates to rely on this application in considering the extension of trade credit at any time. Applicant's authorized signature constitutes a representation of the trust and accuracy of all statements made on this Application and its express agreement to abide by the Terms and Conditions of Sale on the second page hereof. A faxed copy of the signature will be considered an original.

APPLICANT AUTHORIZED NAME (Please Print or Type) GEORGE G MORAN TITLE Owner Signature: [Signature] Date: 4/12/13

FINANCIAL INFORMATION

Please attach the applicant's latest two (2) fiscal year end financial statements for ScanSource Reseller Financial Service's processing. This information will be for the exclusive use of ScanSource Reseller Financial Services and will remain confidential.

PENGAD 800-681-6888
PLAINTIFF'S
EXHIBIT EV
2
10/17/2014

TERMS AND CONDITIONS OF SALE

ScanSource, Inc., including its subsidiaries and/or affiliates ("Seller"), makes all sales of its products and services ("Products") to buyer ("Buyer") subject to the following terms and conditions:

- 1. Pricing/Purchase Orders/Acceptance of Terms and Conditions.** All Products sold by Seller to Buyer shall be at the standard prices set forth in Seller's current catalog of Products at the time the order is submitted to Seller. Buyer shall submit all orders for Products to Seller using a method approved in writing by Seller, which includes by telephone and by electronic data interchange if Buyer has executed and provided to Seller Seller's standard EDI Trading Partner Agreement. Seller's acceptance of all orders, however made, is expressly conditioned upon Buyer's consent, either express or implied, to these terms and conditions, and Seller will not accept, and expressly objects to and rejects, any other terms and conditions (whether written or oral) originating from Buyer that purport to modify, add to, or otherwise vary the terms and conditions stated herein. Buyer's acceptance of these terms and conditions shall be indicated by the signature of an authorized representative of Buyer on the face of each submitted purchase order that the terms of this agreement control. Provided however, if Buyer fails to include any such notation, the parties hereby agree that the terms and conditions of this agreement shall still control.
- 2. Shipment/Title/Risk of Loss/Taxes.** Title to the Products shall pass to Buyer upon delivery of the Products to (1) the common carrier or (2) Buyer's representative at Seller's dock. Seller's delivery of the Products shall be Ex Works Seller's shipping point, with all risk of loss, damage, theft or destruction passing to Buyer at such point, subject to Seller's rights under applicable law. No such loss, damage, theft or destruction to the Products, in whole or in part, shall impair the obligations of Buyer under this agreement, all of which shall continue in full force and effect. Seller shall not be liable for any shipping delays. Buyer shall bear all applicable federal, state, municipal or other governmental tax, as well as any applicable import or customs duties, license fees and similar charges, however designated or levied on the sale of Products (or delivery thereof) or measured by the purchase price paid for the Products.
- 3. Shortages/Rejection of Delivery.** All claims for shortages or rejection of delivery must be made by Buyer to Seller in writing within a period of forty-eight (48) hours from receipt of Products and must state in reasonable detail the grounds therefore. Unless such notice is given within the stated period of time, Buyer agrees that it shall be conclusively presumed that Buyer has fully inspected the Products and acknowledged that NO shortage or grounds for rejection exists.
- 4. Security Interest.** Buyer grants Seller a security interest in all Products sold hereunder and to all Products now or hereafter acquired by Buyer from Seller, and to any proceeds thereof, until the purchase price and any other amounts due to Seller have been paid in their entirety. Buyer hereby authorizes Seller to prepare and file any financing statement listing the Products as collateral and to file any such financing statement in such filing offices as the Seller may deem appropriate. Buyer further agrees promptly to execute any other documents requested by Seller in order to protect Seller's security interest. Upon any default by Buyer of any of its obligations to Seller, Seller shall have all the rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies shall be cumulative and not exclusive.
- 5. Payment.** Unless otherwise agreed in writing by Seller, all credit purchases must be paid in accordance with Seller's normal terms of sale, which are Net twenty (20) days from date of invoice. All past due amounts are subject to a one and a half percent (1.5%) monthly financing charge or the maximum permissible under applicable law, whichever is lower. All drafts dishonored for any reason shall be assessed a twenty-five dollar and 00/100 (\$25.00) service charge. In the event that Buyer stops payment on any draft issued to Seller, for any reason, Buyer hereby recognizes that Seller would suffer damage, the exact amount of which cannot be determined with certainty, and Buyer shall pay Seller liquidated damages in the amount of five hundred and 00/100 (\$500) for each such draft in addition to the purchase price. Buyer acknowledges and agrees that Seller shall be entitled to apply all payments to Buyer's account(s) as Seller deems fit in its sole and absolute discretion. Buyer may not use anticipated credit memos before Seller issues the credit on account. Payment using an anticipated credit memo before Seller has issued credit will be considered a short payment and may result in delayed shipments. It is not Seller's policy to issue refunds. Credit memos must be used on current outstanding balances or future purchases. In the event that Buyer utilizes a credit card to purchase Products, Buyer must provide Seller with the credit card information as requested. Buyer acknowledges and agrees that all credit card purchases are eligible under the applicable Seller's programs and consistent with Buyer's credit capability, as determined by Seller from time to time in Seller's absolute discretion. Seller may in its absolute discretion, refuse to establish an account with Buyer, place Buyer's account on hold, and/or refuse to deliver Products or accept orders from Buyer to the extent any principal(s) or shareholder(s) of Buyer, any entity with which such principal(s) or shareholder(s) are affiliated, or any subsidiary or affiliate of Buyer has a delinquent or past due account with Seller. In the event that Buyer's account with Seller is dormant for more than six (6) months and has a credit balance, Buyer agrees that Seller may impose a monthly administrative charge for inactivity at a rate of the lesser of ten and 00/100 dollars (\$10.00) a month or the credit balance outstanding on Buyer's account. Seller, without waiver or limitation of any rights or remedies, shall be entitled from time to time to deduct from any amounts due or owing by Buyer to Seller any and all amounts owed by Seller to Buyer.
- 6. Returns.** The terms for all Product returns, for whatever reason, are limited to those set forth in Seller's return merchandise authorization ("RMA") policies and procedures, which are located on Seller's website and in Seller's catalog. These policies and procedures may be modified in any manner by Seller at any time. All returns must be accompanied by an RMA from Seller. All returns are subject to in-house credit only. The time periods allowed for returns are determined by manufacturers of the Products and are printed in Seller's catalog.
- 7. No Warranties by Seller.** Product warranties, if any, are provided by the manufacturer or publisher of the Products. Seller makes no warranties whatsoever. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. SELLER DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BUYER FROM AND AGAINST ANY OTHER DAMAGES OR COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OR VIOLATION OF ANY PATENTS, TRADEMARKS, COPYRIGHTS OR OTHER PROPRIETARY RIGHTS BY ANY PRODUCTS. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED. NOTWITHSTANDING ANY OTHER TERMS OR CONDITIONS TO THE CONTRARY, SELLER'S LIABILITY UNDER THIS SECTION SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE ALLEGED LIABILITY.**
- 8. Events of Default.** Buyer shall be in default under this agreement upon the happening of any of the following events or conditions: (a) default by Buyer on payment of any installment, invoice, bill or any other indebtedness or obligation now or hereafter owed by Buyer to Seller, (b) default in the performance of any obligation, covenant or liability contained in this agreement or any other agreement or document between Buyer and Seller, (c) any inaccuracy with respect to any warranty, representation or statement made or furnished by Buyer, (d) dissolution, termination of existence, insolvency, business failure, or discontinuance of Buyer's business or the appointment of a receiver for any part of the property of, or assignment for the benefit of creditors by, Buyer, or (e) any change in control of the ownership or management of Buyer, unless prior to the occurrence of such change of control Seller shall have been notified in writing and Buyer shall have obtained Seller's prior written approval to such change in control.
- 9. Remedies of Seller.**
 - a. In General.** Upon the occurrence of any event of default or any time thereafter, Seller may, at its option and without notice to Buyer, exercise one or more of the following remedies as Seller, in its sole discretion, shall elect: (1) declare immediately due and payable all outstanding invoices under this or any other contract and demand or, without demand, sue for amounts then due or thereafter accruing under this invoice or under any other invoice, bill or other document evidencing Buyer's indebtedness to Seller, (2) suspend deliveries as to any or all Products, (3) take possession of the Products wherever found and for this purpose enter upon any premises of Buyer and remove the Products, without court order or other process of law, without any liability for damages, suit, action or other proceeding by Buyer as a result of such entry and/or removal, (4) cause Buyer, at its expense, to promptly return the Products to Seller in good, like-new condition, (5) sell the Products, or any part thereof at public or private sale (for cash or credit) at such time or times as Seller shall determine, free and clear of any rights of Buyer, and if notice thereof is required by law, any notice in writing of any such sale by Seller to Buyer not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Buyer, and (6) exercise any and all rights accruing to Seller under any applicable contract or law upon a default by Buyer, including all rights and remedies accorded to sellers or secured parties under the Uniform Commercial Code.
 - b. Mitigation of Damages.** Should Seller repossess any of the Products because of Buyer's default, Seller may make a commercially reasonable effort to sell such Products at a reasonable price to a third party, provided, however, that Seller shall have no obligation to actively seek out and solicit potential third party Buyers for said Products.
 - c. Collection Costs.** In the event of any default on the part of Buyer hereunder, Buyer shall pay any and all collection costs, including reasonable attorneys' fees and costs, incurred by Seller.
 - d. Rights and Remedies Not Exclusive.** No right or remedy conferred upon or reserved to Seller by this agreement shall be exclusive of any other right or remedy provided herein or by law. All rights or remedies conferred upon Seller by this agreement and by law shall be cumulative and in addition to any other right or remedy available to Seller.
- 10. Time of the Essence.** Time is of the essence with respect to each of the provisions of this agreement.
- 11. Indemnification.** Buyer agrees to indemnify and hold Seller and its officers, directors, servants, employees, agents and advisors harmless from and against any and all claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities that may result, in whole or in part, from any third party using the Products provided under this agreement. Any defense provided hereunder shall be by counsel of Seller's choice.
- 12. Limitation of Liability.** In the event that any of the Products malfunction and such malfunction leads to damage or injuries to the Products, to Buyer's business, the end-user's business, to other equipment, or residence, or to employees or to other persons, Seller shall not be liable for such damages or injuries. Buyer understands and agrees that if Seller shall be found liable for loss or damage caused by failure of Seller to perform any of Seller's obligations hereunder or the failure of the Products in any respect whatsoever, Seller's liability shall be limited to the price paid for such Products, and this liability shall be exclusive. Buyer understands and agrees that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property. From performance or non-performance of any of Seller's obligations or from negligence, active or otherwise, of Seller, or its agents, servants, assignees or employees. **IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 13. Assignment.** This agreement and all rights, obligations and performance hereunder may not be assigned by Buyer without prior written consent of Seller.
- 14. Waiver.** No delay or omission by Seller to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by Seller of any term, condition or agreement to be performed by Buyer or any breach thereof shall be construed to be a waiver of any succeeding breach thereof or of any other term, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless presented in writing to Seller and signed by an authorized representative of Seller.
- 15. Severability.** If any section, term, condition or portion of this agreement shall be found to be illegal or void as being against public policy, it shall be stricken and the remainder of this document shall stand as the original.
- 16. Governing Law/Venue.** This agreement shall be construed and enforced in accordance with the laws of South Carolina without regard to the conflicts of law provisions thereof. **ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS, IF OTHERWISE APPLICABLE.** All claims, actions, disputes, controversies or suits shall be litigated exclusively in the courts of South Carolina. Each party specifically consents to service of process by and the jurisdiction of and venue in those courts and Buyer, if not a resident of the United States, hereby appoints the Secretary of State of South Carolina as its agent for service of process in the United States.
- 17. Entire Agreement/Modification.** The parties intend this agreement to be the complete statement of the terms of their agreement. This agreement replaces and supersedes any prior agreements between them with respect to the subject matter hereof. No oral or written agreement or usage of trade shall be relevant to amend or interpret this agreement. This agreement may not be changed, modified or amended except by an instrument in writing signed by both Seller and Buyer. All Products delivered to Buyer under are for resale only and Buyer acknowledges and shall advise its customer that the Products may be controlled for export by the U.S. Department of Commerce and that the Products may require authorization prior to export from the United States.
- 18. Non-solicitation.** Each party agrees that during the term of this agreement and for a period of eighteen (18) months following the expiration or termination of this agreement, such party shall not, without the prior written consent of the other party, either directly or on behalf of or through any third party (i) directly or indirectly, solicit, entice or persuade or attempt to solicit, entice or persuade any employee of the other party to leave the services of the other party for any reason, or (ii) hire or attempt to hire any such persons.
- 19. Compliance with Laws.** The parties agree to comply with the laws, regulations and requirements of the United States. This includes, without limitation, the applicable export control and economic sanctions laws, regulations and requirements administered by the Commerce Department's Bureau of Industry and Security and the Treasury Department's Office of Foreign Assets Control as they may govern the export and re-export of items supplied under these Terms and Conditions. Buyer further agrees that it will not make any payment, directly or indirectly, that would cause a violation of the anti-bribery laws of any country or jurisdiction, including without limitation the U.S. Foreign Corrupt Practices Act which, *inter alia*, prohibits certain payments to foreign government officials for the purpose of obtaining or retaining business. The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning the creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.
- 20. No Agent.** It is understood that Buyer is not an agent of Seller and shall not refer to the Seller's corporate name in any of its products or literature without the express written consent of the Seller.
- 21. Notices.** All notices and other communications relating to this Agreement or its terms must be either: (1) in writing and sent via first class United States Postal Service certified or registered mail with return receipt requested; or (2) via FedEx or other similar quick courier to the address set forth above. All such notices must be sent to Vice President of Reseller Financial Services and copy will General Counsel at 6 Logue Court, Greenville, SC 29615. All notices sent by Seller hereunder will be deemed received two (2) days after postmark or shipping date, or on the day of actual receipt if earlier. In addition, Seller may provide notices hereunder to Buyer via facsimile to the facsimile number(s) Buyer provided to Seller via Buyer's completion of Seller's credit application, with such facsimile notices being deemed received upon Seller's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received by Buyer is not a business day or is after five (5) p.m. on a business day, then such facsimile shall be deemed to have been received on the next following business day.

scan

(800) 944.2439 ext. 4007
(864) 286.4544 FAX
You can apply online at
www.scansource.com
Reseller Financial Services



DATE OF APPLICATION

12/7/13

CREDIT LIMIT REQUESTED

CUSTOMER APPLICATION

PAYMENT METHOD

CREDIT CARD NET 20 DAYS PREPAY VIA WIRE

SALES UNITS

scan scan scan scan scan

COMPANY INFORMATION

TYPE:	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership	<input type="checkbox"/> Proprietor
COMPANY'S COMPLETE LEGAL NAME (Please print or type)			DOING BUSINESS AS NAME		
DEPENDABLE TECHNOLOGY CENTER LLC			COMP TOOLS		
COMPANY WEBSITE			YEAR STARTED	STATE OF INCORPORATION	
www.comptools.net					
MARKING ADDRESS OF CORPORATE OFFICE			CITY	STATE/PROVINCE	POSTAL CODE
6510 NEW UTRBCHT AVE			BROOKLYN	N.Y.	11219
STREET ADDRESS OF CORPORATE OFFICE (if different than above)			CITY	STATE/PROVINCE	POSTAL CODE
CORPORATE PHONE NUMBER			CORPORATE FAX NUMBER		
(718) 256-3976			(718) 256-9531		

CONTACT INFORMATION

EXECUTIVE CONTACT NAME AND TITLE	ACCOUNTS PAYABLE MANAGER NAME
GEORGE MORARU V.P.	
EXECUTIVE CONTACT PHONE	ACCOUNTS PAYABLE MANAGER PHONE
EXECUTIVE CONTACT FAX	ACCOUNTS PAYABLE MANAGER FAX
EXECUTIVE CONTACT EMAIL ADDRESS	ACCOUNTS PAYABLE MANAGER EMAIL ADDRESS

Please indicate if you authorize ScanSource, Inc. to communicate with your company via fax and email. YES NO

Please indicate if you would like to receive invoices in PDF format in lieu of paper invoices: YES NO

If so, please indicate the email address to receive the invoices: invoice@comptools.net, eugene@comptools.net

TAX INFORMATION

Federal Employer Identification Number:	
Sales Tax Exempt Number:	Note: Please attach a copy of exemption certificate(s) for each state or use the Multijurisdiction Form Tax Certificate also available to download at http://www.scansource.com/downloads/Multijurisdiction_Form.pdf

PURCHASING INFORMATION

Do you require a purchase order number before we accept an order? YES NO

AUTHORIZED SIGNATURES

By signing this application Applicant hereby acknowledges that it is submitting the Application to ScanSource and each of its subsidiaries and/or affiliates Applicant hereby gives the right to each of ScanSource and its subsidiaries and affiliates to rely on this application in considering the extension of trade credit at any time. Applicant's authorized signature constitutes a representation of the trust and accuracy of all statements made on this Application and its express agreement to abide by the Terms and Conditions of Sale on the second page hereof. A faxed copy of the signature will be considered an original

APPLICANT AUTHORIZED NAME (Please print or type)	TITLE	SIGNATURE	DATE
GEORGE MORARU	V.P.		12-07-2013

FINANCIAL INFORMATION

Please attach the applicant's latest two (2) fiscal year end financial statements for ScanSource Reseller Financial Services' processing. This information will be for the exclusive use of ScanSource Reseller Financial Services and will remain confidential.

11-2013



(800) 944.2439 ext. 4007
 (864) 286.4544 FAX
 You can apply online at
www.scansource.com
 Reseller Financial Services



DATE OF APPLICATION 9/10/2014
CREDIT LIMIT REQUESTED \$ 5,000
PAYMENT METHOD <input type="checkbox"/> CREDIT CARD <input checked="" type="checkbox"/> NET 20 DAYS <input type="checkbox"/> PREPAY VIA WIRE

CUSTOMER APPLICATION

SALES UNITS



COMPANY INFORMATION

TYPE:	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership	<input type="checkbox"/> Proprietor
COMPANY'S COMPLETE LEGAL NAME (Please print or type) Dependable Technology center			DOING BUSINESS AS NAME Dependable Technology Center		
COMPANY WEBSITE			YEAR STARTED 2010	STATE OF INCORPORATION New York	
MAILING ADDRESS OF CORPORATE OFFICE 6510 New Utrecht Ave			CITY Brooklyn	STATE/PROVINCE NY	POSTAL CODE
STREET ADDRESS OF CORPORATE OFFICE (if different than above)			CITY	STATE/PROVINCE	POSTAL CODE
CORPORATE PHONE NUMBER 718-256-3976			CORPORATE FAX NUMBER 718-256-9531		

CONTACT INFORMATION

EXECUTIVE CONTACT NAME AND TITLE George Moraru	ACCOUNTS PAYABLE MANAGER NAME George Moraru
EXECUTIVE CONTACT PHONE 347-267-8262	ACCOUNTS PAYABLE MANAGER PHONE 347-267-8262
EXECUTIVE CONTACT FAX 718-256-9531	ACCOUNTS PAYABLE MANAGER FAX 718-256-9531
EXECUTIVE CONTACT EMAIL ADDRESS gabriel@mtsnyc.com	ACCOUNTS PAYABLE MANAGER EMAIL ADDRESS gabriel@mtsnyc.com

Please indicate if you authorize ScanSource, Inc. to communicate with your company via fax and email: YES NO

Please indicate if you would like to receive invoices in PDF format in lieu of paper invoices: YES NO

If so, please indicate the email address to receive the invoices: _____

TAX INFORMATION

Federal Employer Identification Number:	
Sales Tax Exempt Number:	<i>Note: Please attach a copy of exemption certificate(s) for each state or use the Multijurisdiction Form Tax Certificate also available to download at http://www.scansource.com/downloads/Multijurisdiction_Form.pdf.</i>

PURCHASING INFORMATION

Do you require a purchase order number before we accept an order? YES NO

AUTHORIZED SIGNATURES

By signing this application Applicant hereby acknowledges that it is submitting the Application to ScanSource and each of its subsidiaries and/or affiliates. Applicant hereby gives the right to each of ScanSource and its subsidiaries and affiliates to rely on this application in considering the extension of trade credit at any time. Applicant's authorized signature constitutes a representation of the trust and accuracy of all statements made on this Application and its express agreement to abide by the Terms and Conditions of Sale on the second page hereof. A faxed copy of the signature will be considered an original.

APPLICANT AUTHORIZED NAME (Please print or type) George Moraru	TITLE Part	SIGNATURE <i>[Signature]</i>	DATE
---	---------------	---------------------------------	------

FINANCIAL INFORMATION

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2. **Shipment/Title/Risk of Loss/Taxes.** Title to the Products shall pass to Buyer upon delivery of the Products to (1) the common carrier or (2) Buyer's representative at Seller's dock. Seller's delivery of the Products shall be Ex Works Seller's shipping point, with all risk of loss, damage, theft or destruction passing to Buyer at such point, subject to Seller's rights under applicable law. No such loss, damage, theft or destruction to the Products, in whole or in part, shall impair the obligations of Buyer under this agreement, all of which shall continue in full force and effect. Seller shall not be liable for any shipping delays. Buyer shall bear all applicable federal, state, municipal or other governmental tax, as well as any applicable import or customs duties, license fees and similar charges, however designated or levied on the sale of Products (or delivery thereof) or measured by the purchase price paid for the Products.
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4. **Security Interest.** Buyer grants Seller a security interest in all Products sold hereunder and to all Products now or hereafter acquired by Buyer from Seller, and to any proceeds thereof, until the purchase price and any other amounts due to Seller have been paid in their entirety. Buyer hereby authorizes Seller to prepare and file any financing statement listing the Products as collateral and to file any such financing statement in such filing offices as the Seller may deem appropriate. Buyer further agrees promptly to execute any other documents requested by Seller in order to protect Seller's security interest. Upon any default by Buyer of any of its obligations to Seller, Seller shall have all the rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies shall be cumulative and not exclusive.
5. **Payment.** Unless otherwise agreed in writing by Seller, all credit purchases must be paid in accordance with Seller's normal terms of sale, which are Net twenty (20) days from date of invoice. All past due amounts are subject to a one and a half percent (1.5%) monthly financing charge or the maximum permissible under applicable law, whichever is lower. All drafts dishonored for any reason shall be assessed a twenty-five dollar and 00/100 (\$25.00) service charge. In the event that Buyer stops payment on any drafts issued to Seller, for any reason, Buyer hereby recognizes that Seller would suffer damage, the exact amount of which cannot be determined with certainty, and Buyer shall pay Seller liquidated damages in the amount of five hundred and 00/100 (\$500) for each such draft in addition to the purchase price. Buyer may not use anticipated credit memo before Seller issues the credit on account. Payment using an anticipated credit memo before Seller has issued credit will be considered a short payment and may result in delayed shipments. It is not Seller's policy to issue refunds. Credit memos must be used on current outstanding balances or future purchases. In the event that Buyer utilizes a credit card to purchase Products, Buyer must provide Seller with the credit card information as requested. Buyer acknowledges and agrees that all credit card purchases hereunder are duty authorized. Seller has no continuing obligation to deliver Products on credit and credit approval may be withdrawn by Seller at any time without prior notice. Seller may extend credit to Buyer for purchasing Products to the extent Buyer may be eligible under the applicable Seller's programs and consistent with Buyer's credit capability, as determined by Seller from time to time in Seller's absolute discretion. Seller may, in its absolute discretion, refuse to establish an account with Buyer, place Buyer's account on hold, and/or refuse to deliver Products or accept orders from Buyer to the extent any principal(s) or shareholder(s) of Buyer, any entity with which such principal(s) or shareholder(s) are affiliated, or any subsidiary or affiliate of Buyer has a charge for inactivity at a rate of the lesser of ten and 00/100 dollars (\$10.00) a month or the credit balance outstanding on Buyer's account. Seller, without waiver or limitation of any rights or remedies, shall be entitled from time to time to deduct from any amounts due or owing by Buyer to Seller any and all amounts owed by Seller to Buyer.
6. **Returns.** The terms for all Product returns, for whatever reason, are limited to those set forth in Seller's return merchandise authorization ("RMA") policies and procedures, which are located on Seller's website and in Seller's catalog. These policies and procedures may be modified in any manner by Seller at any time. All returns must be accompanied by an RMA from Seller. All returns are subject to in-house credit only. The time periods allowed for returns are determined by manufacturers of the Products and are printed in Seller's catalog.
7. **No Warranties by Seller.** Product warranties, if any, are provided by the manufacturer or publisher of the Products. Seller makes no warranties whatsoever. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. SELLER DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BUYER FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OR VIOLATION OF ANY PATENTS, TRADEMARKS, COPYRIGHTS OR OTHER PROPRIETARY RIGHTS BY ANY PRODUCTS. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, NOTWITHSTANDING ANY OTHER TERMS OR CONDITIONS TO THE CONTRARY, SELLER'S LIABILITY UNDER THIS SECTION SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE ALLEGED LIABILITY.
8. **Events of Default.** Buyer shall be in default under this agreement upon the happening of any of the following events or conditions: (a) default by Buyer on payment of any installment, invoice, bill or any other indebtedness or obligation now or hereafter owed by Buyer to Seller, (b) default in the performance of any obligation, covenant or liability contained in this agreement or any other agreement or document between Buyer and Seller, (c) any inaccuracy with respect to any warranty, representation or statement made or furnished by Buyer, (d) dissolution, termination of existence, insolvency, business failure, or discontinuance of Buyer's business or the appointment of a receiver for any part of the property of, or assignment for the benefit of creditors by, Buyer or the commencement of any proceedings under any bankruptcy reorganization or arrangement laws by or against Buyer or the attachment, levy, seizure or garnishment of any of Buyer's property, rights, assets (contingent or otherwise) including the Products, or (e) any change in control of the ownership or management of Buyer, unless prior to the occurrence of such change of control Seller shall have been notified in writing and Buyer shall have obtained Seller's prior written approval to such change in control.
9. **Remedies of Seller.**
 - a. **In General.** Upon the occurrence of any event of default or any time thereafter, Seller may, at its option and without notice to Buyer, exercise one or more of the following remedies as Seller, in its sole discretion, shall elect: (1) declare immediately due and payable all outstanding invoices under this or any other contract and demand or, without demand, sue for amounts then due or thereafter accruing under this invoice or under any other invoice, bill or other document evidencing Buyer's indebtedness to Seller, (2) suspend deliveries as to any or all Products, (3) take possession of the Products wherever found and for this purpose enter upon any premises of Buyer and remove the Products, without court order or other process of law, without any liability for damages, suit, action or other proceeding by Buyer as a result of such entry and/or removal, (4) cause Buyer, at its expense, to promptly return the Products to Seller in good, like-new condition, (5) sell the Products, or any part thereof at public or private sale (for cash or credit) at such time or times as Seller shall determine, free and clear of any rights of Buyer, and if notice thereof is required by law, any notice in writing of any such sale by Seller to Buyer not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Buyer, and (6) exercise any and all rights accruing to Seller under any applicable contract or law upon a default by Buyer, including all rights and remedies accorded to sellers or secured parties under the Uniform Commercial Code.
 - b. **Mitigation of Damages.** Should Seller repossess any of the Products because of Buyer's default, Seller may make a commercially reasonable effort to sell such Products at a reasonable price to a third party, provided, however, that Seller shall have no obligation to actively seek out and solicit potential third party Buyers for said Products.
 - c. **Collection Costs.** In the event of any default on the part of Buyer hereunder, Buyer shall pay any and all collection costs, including reasonable attorneys' fees and costs, incurred by Seller.
 - d. **Rights and Remedies Not Exclusive.** No right or remedy conferred upon or reserved to Seller by this agreement shall be exclusive of any other right or remedy provided herein or by law. All rights or remedies conferred upon Seller by this agreement and by law shall be cumulative and in addition to any other right or remedy available to Seller.
10. **Time of the Essence.** Time is of the essence with respect to each of the provisions of this agreement.
11. **Indemnification.** Buyer agrees to indemnify and hold Seller and its officers, directors, servants, employees, agents and advisors harmless from and against any and all claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities that may result, in whole or in part, from any third party using the Products provided under this agreement. Any defense provided hereunder shall be by counsel of Seller's choice.
12. **Limitation of Liability.** In the event that any of the Products malfunction and such malfunction leads to damage or injuries to the Products, to Buyer's business, the end-user's business, to other equipment, or residence, or to employees or to other persons, Seller shall not be liable for such damages or injuries. Buyer understands and agrees that if Seller shall be found liable for loss or damage caused by failure of Seller to perform any of Seller's obligations hereunder or the failure of the Products in any respect whatsoever, Seller's liability shall be limited to the price paid for such Products, and this liability shall be exclusive. Buyer understands and agrees that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of any of Seller's obligations or from negligence, active or otherwise, of Seller, or its agents, servants, assignees or employees. IN NO EVENT SHALL SELLER BE LIABLE FOR AMOUNTS REPRESENTING INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **Assignment.** This agreement and all rights, obligations and performance hereunder may not be assigned by Buyer without prior written consent of Seller.
14. **Waiver.** No delay or omission by Seller to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by Seller of any term, condition or agreement to be performed by Buyer or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other term, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless presented in writing to Seller and signed by an authorized representative of Seller.
15. **Severability.** If any section, term, condition or portion of this agreement shall be found to be illegal or void as being against public policy, it shall be stricken and the remainder of this document shall stand as the original.
16. **Governing Law/Venue.** This agreement shall be construed and enforced in accordance with the laws of South Carolina without regard to the conflicts of law provisions thereof. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS, IF OTHERWISE APPLICABLE. All claims, actions, disputes, controversies or suits shall be litigated exclusively in the courts of South Carolina. Each party specifically consents to service of process by and the jurisdiction of and venue in those courts and Buyer, if not a resident of the United States, hereby appoints the Secretary of State of South Carolina as its agent for service of process in the United States.
17. **Entire Agreement/Modification.** The parties intend this agreement to be the complete statement of the terms of their agreement. This agreement replaces and supersedes any prior agreements between them with respect to the subject matter hereof. No course of prior dealing or usage of trade shall be relevant to amend or interpret this agreement. This agreement may not be changed, modified or amended except by an instrument in writing signed by both Seller and Buyer. All Products delivered to Buyer hereunder are for resale only and Buyer acknowledges and shall advise its customer that the Products may be controlled for export by the U.S. Department of Commerce and that the Products may require authorization prior to export from the United States.
18. **Non-solicitation.** Each party agrees that during the term of this agreement and for a period of eighteen (18) months following the expiration or termination of this agreement, such party shall not, without the prior written consent of the other party, either separately or on behalf of or through any third party (i) directly or indirectly, solicit, entice or persuade or attempt to solicit, entice or persuade any employee of the other party to leave the services of the other party for any reason, or (ii) hire or attempt to hire any such persons.
19. **Compliance with Laws.** The parties agree to comply with the laws, regulations and requirements of the United States. This includes, without limitation, the applicable export control and economic sanctions laws, regulations and requirements administered by the Commerce Department's Bureau of Industry and Security and the Treasury Department's Office of Foreign Assets Control as they may govern the export and re-export of items supplied under these Terms and Conditions. Buyer further agrees that it will not make any payment, directly or indirectly, that would cause a violation of the anti-bribery laws of any country or jurisdiction, including without limitation the U.S. Foreign Corrupt Practices Act which, inter alia, prohibits certain payments to foreign government officials for the purpose of obtaining or retaining business. The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning the creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.
20. **No Agent.** It is understood that Buyer is not an agent of Seller and shall not refer to the Seller's corporate name in any of its products or literature without the express written consent of the Seller.
21. **Notices.** All notices and other communications relating to this Agreement or its terms must be either: (1) in writing and sent via first class United States Postal Service certified or registered mail with return receipt requested; or (2) via FedEx or other similar overnight courier to the address set forth above. All such notices must be sent to Vice President of Reseller Financial Services and copy will General Counsel at 6 Logue Court, Greenville, SC 29615. All notices sent by Seller hereunder will be deemed received two (2) days after postmark or shipping date, or on the day of actual receipt if earlier. In addition, Seller may provide notices hereunder to Buyer via facsimile to the facsimile number(s) Buyer provided to Seller via Buyer's completion of Seller's credit application, with such facsimile notices being deemed received upon Seller's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received by Buyer is not a business day or is after five (5) p.m. on a business day, then such facsimile shall be deemed to have been received on the next following business day.



DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219
 USA

Account 1000014909



Dear Sir or Madam,

Please note that invoice(s) on your account remain past due. For your reference a list of open invoice(s) has been provided. For those that have been paid, please forward payment details including check number, amount paid and date mailed. Please remit payment for any outstanding invoices as soon as possible. -We appreciate your prompt attention to this matter and we thank you for your business.



Invoice #	Purchase Order #	Invoice Date	Due Date	Days Past Due	Balance	Currency
5401736436	55	Nov 21, 2016	Dec 11, 2016	130	24,068.85	USD
5401739153	55	Nov 22, 2016	Dec 12, 2016	129	32,862.93	USD
5401766127	55	Dec 1, 2016	Dec 21, 2016	120	6,720.76	USD
5401766128	55	Dec 1, 2016	Dec 21, 2016	120	9,270.85	USD

SCSC Inc Communicat. Overdue Balance (USD): 72,923.39

SCSC Inc Communicat. Total Balance (USD): 72,923.39

Total Overdue Balance (USD): 72,923.39

Total Balance (USD): 72,923.39

Regards,
 Maya Adams
 us -
 maya.adams@scansource.com



Invoice

Fed. ID NO 06-1783099
 GST ID 83055 9522 RT0001

ScanSource, Inc.
 24263 Network Place
 Chicago IL 60673-1242

Invoice No.	5401736436
Page	1 of 1
Invoice Date	11/21/2016
Due Date	12/11/2016
Total Due	36,068.85 USD

BILL TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

SOLD TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

Purchase Order No.	Order No.	Ship Date	Salesperson	Payment Terms	Tax Code	Ship Via
55	11728537	11/21/2016	Jon Eveslage	Net 20	NY01101511	LTL STANDARD (2-5 DAYS)

Item	Description	Ordered	Shipped	Back Order	Unit Price	Extended Price
MIT-54005777 54005777	MiVoice Bus Ent 3300 Hospitality Base	2 EA	2 EA	0 EA	1,710.00	3,420.00
MIT-54005778 54005778	MiVoice Bus Enterprise Analog Theme	1 EA	1 EA	0 EA	3,420.00	3,420.00
MIT-54000297 54000297	MCD Mailbox license	2 EA	2 EA	0 EA	28.50	57.00
MIT-54000303 54000303	MiVoice Business License - Digital Link	1 EA	1 EA	0 EA	855.00	855.00
MIT-54002701 54002701	MiVoice Business License - Analog Ext	426 EA	426 EA	0 EA	42.75	18,211.50
MIT-54005765 54005765	MiVoice Bus License Ent Hospitality User	45 EA	45 EA	0 EA	76.95	3,462.75
MIT-54005768 54005768	MiVoice Bus Hospitality License Group	1 EA	1 EA	0 EA	570.00	570.00
VIT-54005195 54005195	Std S/W Assur MiVoice Bus Base Usersx16	2 EA	2 EA	0 EA	75.00	150.00
VIT-54005897 54005897	StdS/WAssurMiVoiceBus HospityAnlg Port	720 EA	720 EA	0 EA	1.20	864.00
VIT-54005899 54005899	Std S/W Assur MiVoice Bus HospitlyUser	45 EA	45 EA	0 EA	2.40	108.00
VIT-54005767 54005767	MiVoice Bus Centralized HospitalityTheme	1 EA	1 EA	0 EA	4,446.00	4,446.00
VIT-54005654 54005654	Prem SW Assur MiVBUS Base w/Monitor	2 EA	2 EA	0 EA	22.80	45.60
VIT-54005898 54005898	PremS/WAssurMiVBus Hospitly AnlgPort	720 EA	720 EA	0 EA	0.60	432.00
VIT-54005900 54005900	Prem S/W Assur MiVBus Hospitality User	45 EA	45 EA	0 EA	0.60	27.00

Remit To
 ScanSource, Inc.
 1263 Network Place
 Chicago IL 60673-1242

Sub Total				36,068.85	
Sub Total	Freight	Insurance	Tax	Total Due	
36,068.85	0.00	0.00	0.00	36,068.85 USD	

Approval:

Ship To: DEPENDABLE TECHNOLOGY CENTER LLC, 6424 Utrecht Ave, BROOKLYN NY 11219, USA

Please Note: To ensure that your payments are posted accurately please include your customer number and invoice number on your remittance advice.
 contact your Account Analyst call 1-800-944-2439 ext. 4007 Thank you.

For the purposes of this document, "Seller" refers to ScanSource. This invoice expressly limits acceptance to the terms and conditions on the face and reverse side hereof; it supersedes all other previous agreements or your purchase order if any. Objection is hereby made to any additional terms in the buyer's purchase order or other writing of any other party. This invoice does not insist that an expression of acceptance mirror this or before a contract will be formed. It shall become a contract when the common carrier has received delivery of the whole or any part thereof, or when the buyer has otherwise consented to the terms and conditions hereof, whichever occurs first. SEE REVERSE SIDE HEREOF.
 THANK YOU



Invoice

Fed. ID NO 06-1783099
 GST ID 83055 9522 RT0001

ScanSource, Inc.
 24263 Network Place
 Chicago IL 60673-1242

Invoice No.	5401739153
Page	1 of 1
Invoice Date	11/22/2016
Due Date	12/12/2016
Total Due	32,862.93 USD

BILL TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

SOLD TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

Purchase Order No.	Order No.	Ship Date	Salesperson	Payment Terms	Tax Code	Ship Via
55	11728537	11/22/2016	Jon Eveslage	Net 20	NY01101511	LTL STANDARD (2-5 DAYS)

Item	Description	Ordered	Shipped	Back Order	Unit Price	Extended Price
MIT-50006271 50006271	PWR CRD C13 10A 125V - NA Plug	14 EA	14 EA	0 EA	14.25	199.50
MIT-50003560 50003560	DUAL T1/E1 TRUNK MMC	1 EA	1 EA	0 EA	855.00	855.00
MIT-50004451 50004451	QUAD CIM	2 EA	2 EA	0 EA	427.50	855.00
MIT-50005105 50005105	ASU II	12 EA	12 EA	0 EA	399.00	4,788.00
MIT-50005731 50005731	24 port ONSp card	30 EA	30 EA	0 EA	490.20	14,706.00
MIT-50006513 50006513	3300 MxIII Controller SATA HDD	1 EA	1 EA	0 EA	100.00	100.00
MIT-50006731 50006731	3300 MxIII w/ 1GB RAM Controller	1 EA	1 EA	0 EA	1,710.00	1,710.00
MIT-52002581 52002581	3300 MxIII Expansion Kit	1 EA	1 EA	0 EA	1,282.50	1,282.50
MIT-50005811 50005811	5540 IP CONSOLE	1 EA	1 EA	0 EA	1,026.00	1,026.00
MIT-50005991 50005991	5360 IP PHONE	1 EA	1 EA	0 EA	339.15	339.15
MIT-50006212 50006212	GN Cordless Headset Cable (for5540)	1 EA	1 EA	0 EA	11.40	11.40
MIT-50006634 50006634	5320e IP Phone (Backlit)	27 EA	27 EA	0 EA	185.25	5,001.75
MIT-50006507 50006507	AX Controller	1 EA	1 EA	0 EA	1,710.00	1,710.00
MIT-50006509 50006509	3300 AX 2G&4G Flash SSD	1 EA	1 EA	0 EA	100.00	100.00

Remit To
 ScanSource, Inc.
 24263 Network Place
 Chicago IL 60673-1242

Sub Total				32,684.30	
Sub Total	Freight	Insurance	Tax	Total Due	
32,684.30	178.63	0.00	0.00	32,862.93 USD	

Approval:
Ship To: DEPENDABLE TECHNOLOGY CENTER LLC, 6424 Utrecht Ave, BROOKLYN NY 11219, USA

Please Note: To ensure that your payments are posted accurately please include your customer number and invoice number on your remittance advice.
 Contact your Account Analyst call 1-800-944-2439 ext. 4007 Thank you.

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 THANK YOU



Invoice

Fed. ID NO 06-1783099
 GST ID 83055 9522 RT0001

ScanSource, Inc.
 24263 Network Place
 Chicago IL 60673-1242

Invoice No.	5401766127
Page	1 of 1
Invoice Date	12/01/2016
Due Date	12/21/2016
Total Due	6,720.76 USD

BILL TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

SOLD TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

Purchase Order No.	Order No.	Ship Date	Salesperson	Payment Terms	Tax Code	Ship Via
55	11728537	12/01/2016	Jon Eveslage	Net 20	NY01101511	LTL STANDARD (2-5 DAYS)

Item	Description	Ordered	Shipped	Back Order	Unit Price	Extended Price
MIT-51211105 51211105	16 port/1000 hours VM System	1 EA	1 EA	0 EA	6,695.00	6,695.00

Remit To
 ScanSource, Inc.
 24263 Network Place
 Chicago IL 60673-1242

Sub Total				6,695.00
Sub Total	Freight	Insurance	Tax	Total Due
6,695.00	25.76	0.00	0.00	6,720.76 USD

Approval:
Ship To: DEPENDABLE TECHNOLOGY CENTER LLC, 6424 Utrecht Ave, BROOKLYN NY 11219, USA

Please Note: To ensure that your payments are posted accurately, please include your customer number and invoice number on your remittance advice.
 contact your Account Analyst call 1-800-844-2439 ext. 4007 Thank you.

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 THANK YOU



Invoice

Fed. ID NO 06-1783099
 GST ID 83055 9522 RT0001

ScanSource, Inc.
 24263 Network Place
 Chicago IL 60673-1242

Invoice No.	5401766128
Page	1 of 1
Invoice Date	12/01/2016
Due Date	12/21/2016
Total Due	9,270.85 USD

BILL TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

SOLD TO

Account 1000014909
 DEPENDABLE TECHNOLOGY CENTER LLC
 6424 Utrecht Ave
 BROOKLYN NY 11219

Purchase Order No.	Order No.	Ship Date	Salesperson	Payment Terms	Tax Code	Ship Via
55	11728537	12/01/2016	Jon Eveslage	Net 20	NY01101511	LTL STANDARD (2-5 DAYS)

Item	Description	Ordered	Shipped	Back Order	Unit Price	Extended Price
MIT-51215769 51215769	Off-loading wake calls to 3300	1 EA	1 EA	0 EA	549.90	549.90
MIT-51219829 51219829	iCharge-CUB Base License	1 EA	1 EA	0 EA	1,516.45	1,516.45
MIT-51219830 51219830	iCharge-CUB 1 Rm License	630 EA	630 EA	0 EA	7.80	4,914.00
MIT-51219732 51219732	Additional TSSAP with new system 16	1 EA	1 EA	0 EA	1,040.00	1,040.00
MIT-51305087 51305087	assisted remote install iCharge/iLink	1 EA	1 EA	0 EA	625.50	625.50
MIT-51219726 51219726	VM install training 1-6 techs	1 EA	1 EA	0 EA	625.00	625.00

Remit To
 ScanSource, Inc.
 1263 Network Place
 Chicago IL 60673-1242

Sub Total				9,270.85	
Sub Total	Freight	Insurance	Tax	Total Due	
9,270.85	0.00	0.00	0.00	9,270.85 USD	

Approval:

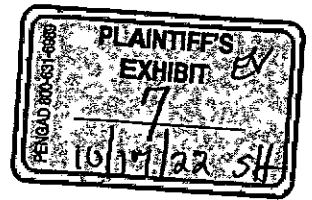
Ship To: DEPENDABLE TECHNOLOGY CENTER LLC , 6424 Utrecht Ave , BROOKLYN NY 11219 , USA

Please Note: To ensure that your payments are posted accurately, please include your customer number and invoice number on your remittance advice.

contact your Account Analyst call 1-800-944-2439 ext. 4007 Thank you.

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 THANK YOU

credit: 03/06/2017 process: 03/04/2017 lockbox: 24263 batch. 661 item: 6
check: 1410 amount: USD 6,764.65 remitter:



TO BANK
AMERICA'S MOST CONVENIENT BANK

1410
1-1361260
128
CHECK ANYTIME

DEPENDABLE TECHNOLOGY CENTER LLC

2/24/2017

PAY TO THE ORDER OF ScanSource \$ **6,764.65

Six Thousand Seven Hundred Sixty-Four and 65/100***** DOLLARS

ScanSource
24263 Network Place
Chicago IL 60673

MEMO

ALL AUTHORIZED SIGNATURES

0000676465

Details on Back

Security Features Included

DEPENDABLE TECHNOLOGY CENTER LLC

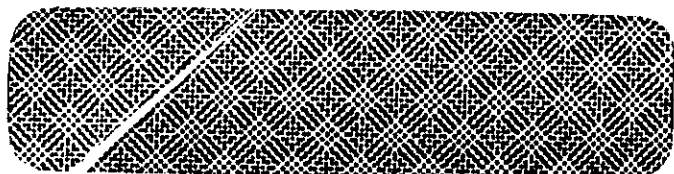
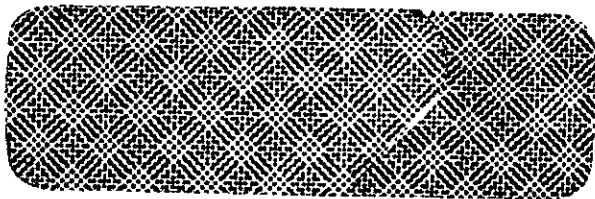
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ScanSource					2/24/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/21/2016	Bill	5401734453	1,764.65	1,764.65		1,764.65
11/21/2016	Bill	5401736436	36,068.85	36,068.85		5,000.00
					Check Amount	6,764.65

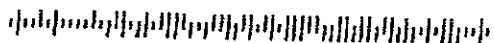
DTC-TD Bank

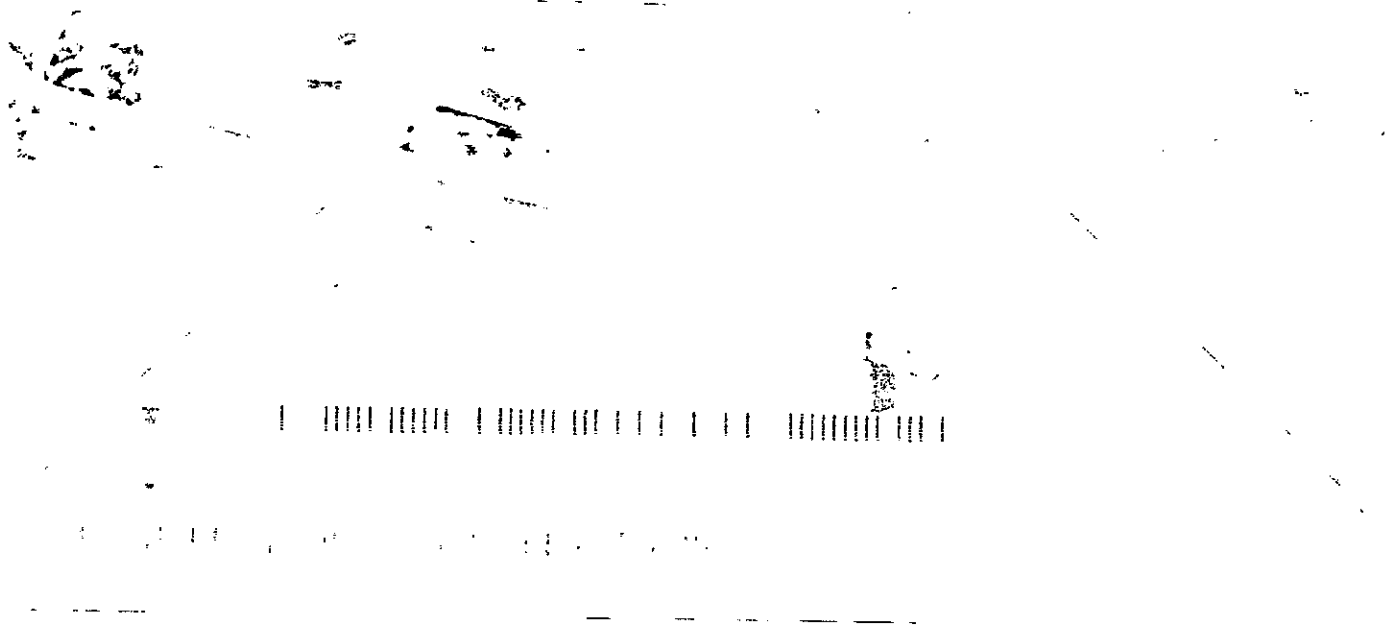
6,764.65

NEW YORK
NY 100
28 FEB '17
PM 12 L

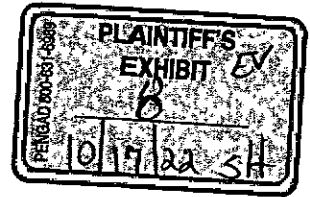


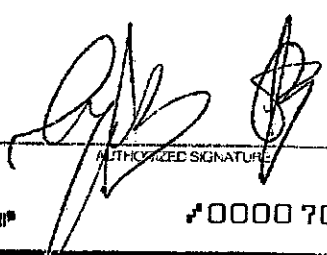
60673-124263





credit: 03/29/2017 process: 03/29/2017 lockbox: 24263 batch: 822 item: 19
check: 1421 amount: USD 7,000.00 remitter:



DEPENDABLE TECHNOLOGY CENTER LLC		TD BANK AMERICA'S MOST CONVENIENT BANK	1421
			1-1367/260 128 CHECK NUMBER
			3/20/2017
PAY TO THE ORDER OF	ScanSource		\$ **7,000.00
Seven Thousand and 00/100*****			DOLLARS
ScanSource 24263 Network Place Chicago IL 60673			
MEMO	Purchase	AUTHORIZED SIGNATURE	
⑈001421⑈		⑈0000700000⑈	

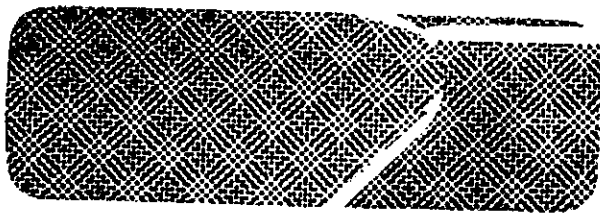
Details on Back
Security Features Included

DEPENDABLE TECHNOLOGY CENTER LLC

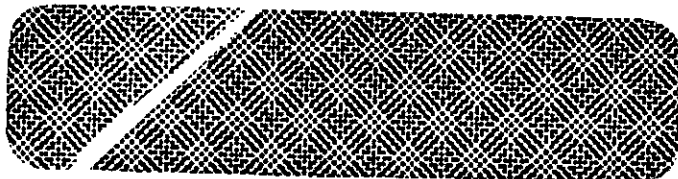
1421

ScanSource					3/20/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/21/2016	Bill	5401736436	36,068.85	31,068.85		7,000.00
					Check Amount	7,000.00

DTC-TD Bank	Purchase					7,000.00
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NEW YORK
NY 100
24 MAR '17
PM 14 L



60673-124263





Dependable Technology Center LLC – NY (Account# 100014909)

Started doing business: 2013

Demand Letter sent: 2017

Principal balance owed: \$72,923.39

Interest owed: \$76,455.68

Interest calculation: $\$72,923.39 * (1 + ((1.5\% \times 12 \text{ months}) * (2126 \text{ days [December 21, 2016 to October 17, 2022]} / 365 \text{ days}) - \$72,923.39 = \$76,455.68$

Principal plus Interest owed: \$149,379.07

From: George Badr <gb@bgpsalarm.com>

Sent: Wednesday, May 27, 2020 8:34 PM

To: Andrew H. Kulak <kulzas1@kulaklaw.com>

Subject: Fwd: FW: Declined ScanSource Application Requirements - Dependable Technology Center LLC (d/b/a Comptool) - NY

fwd

From: Cary Medlin [mailto:cary.medlin@scansource.com]

Sent: Tuesday, May 21, 2013 11:29 AM

To: 'sales@comptools.net' <sales@comptools.net>; 'invoice@comptools.net' <invoice@comptools.net>

Subject: Declined ScanSource Application Requirements – Dependable Technology Center LLC (d/b/a Comptool) – NY

George & Nelson:

Based on the information submitted, we are currently unable to open an account for Dependable Technology Center LLC and, consequently, your application has been declined.

The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning ScanSource is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, SC 20580.

If you would like additional information, you have the right to a written statement of specific reasons for the denial. To obtain this statement, you must submit your request within 60 days from the date of this notification to the following address:

ScanSource, Inc.
Director of Reseller Financial Services
6 Logue Court
Greenville, SC 29615

Following receipt of your statement request, we will send you a written statement of reasons for the denial within 30 days.

We appreciate your interest in ScanSource.
Regards,

Cary H. Medlin

Financial Account Analyst, New Accounts Team
Reseller Financial Services
ScanSource, Inc.

Direct: 864-286-4372

Fax: 864-286-7708

Toll Free: 800-944-2439 ext 4372

Email: cary.medlin@scansource.com

From: Nathan Rounsville

Sent: Friday, April 19, 2013 12:09 PM

To: 'Sales@comptools.net'; 'invoice@comptools.net'

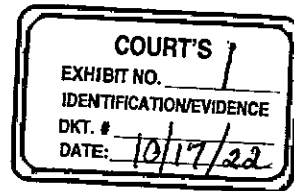
Cc: New Accounts Team; ScanSource Communications - Business Development; ScanSource Security - Business Development

Subject: ScanSource Application Requirements – Dependable Technology Center LLC (d/b/a Comptool) – NY

George & Nelson:

Thank you for your recent application to become a ScanSource, Inc. reseller. After reviewing the information submitted, we are currently unable to process your application due to the following reason(s):

- **Missing/incomplete sales tax exemption certificate:** Missing valid, completed, and executed NY resale certificate; also please provide any other resale certificates that Dependable Technology Center LLC (d/b/a Comptool)



may also hold (**See Attached**).

- **Other 1:** Incorrect legal name on application. The NY secretary of state ("SOS") has the legal name as Dependable Technology Center LLC, not "Dependable Tech Center"; as such I have completed an updated customer application with this correction for your convenience (**See Attached**).
- **Other 2:** Incomplete required section in the personal guarantee form; also completed in the updated customer application that is attached.

At your convenience, please submit the required information to our New Accounts team at newaccountsteam@scansource.com.

Your application will remain open with us for the next 30 days. If we do not receive the required information referenced above within this period, your application will be closed.

If you have any questions about your application, please feel free to contact me at the telephone number listed below. Again, we appreciate your interest and look forward to establishing a great partnership.

Regards,

Nathan K. Rounsville

Financial Account Analyst - New Accounts

Reseller Financial Services

ScanSource, Inc.

6 Logue Court

Greenville, SC 29615

Direct: 864-286-4548

Toll-Free: 800-944-2439 ext. 4548

nathan.rounsville@scansource.com

www.scansource.com

3 attachments

 **APP-Dependable Technology Center LLC 13-04-19 unexecuted.pdf**
2348K

 **TAX-New York Resale Certificate 10-04-01.pdf**
47K

 **TAX_Uniform Sales & Use Tax Certificate - Multijurisdictional 09-10-22.pdf**
77K

RECEIVED

Jun 07 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas
Hon. Edward W. Miller, Judge

Appellate Court Case No.: 2022-001619

ScanSource, Inc., Respondent
v.
Dependable Technology Center, LLC
and George G. Moraru, Appellants,

CERTIFICATE

I certify that the Record on Appeal contains all of the matter designated by the parties and no irrelevant matter.

I further certify that the Record on Appeal has been redacted in compliance with the Supreme Court’s Order(s) and Rules pertaining to the redaction of appellate records.

Respectfully submitted,

s/J. Falkner Wilkes
J. Falkner Wilkes (SC Bar #12893)
248 Deerwood Park Drive
Oakland, MS 38948
(864) 421-4618
jfalknerwilkes@gmail.com
Counsel for Appellants

May 24, 2023.