



<b>CREDIT APPLICATION</b>			
<b>BUSINESS CONTACT INFORMATION</b>			
Company name:			
Contact person:		Title:	
Phone:	Fax:	E-mail:	
Registered company address:			
City:		State:	ZIP Code:
Date business commenced (MM/DD/YYYY):			
Sole proprietorship/Individual: <input type="checkbox"/> Fill out SS#	Social Security # (Last 4 digits) :		Date of Birth (MM/DD/YYYY):
Partnership: <input type="checkbox"/> Fill out TIN# & DUNS#	Tax ID# :		DUNS Number:
Corporation: <input type="checkbox"/> Fill out TIN# & DUNS#	Tax ID# :		DUNS Number:
<b>BUSINESS AND CREDIT INFORMATION</b>			
Primary business address:			
City:		State:	ZIP Code:
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:		Contact person:	
Bank address:		Phone:	
City:		State:	ZIP Code:
Type of account :		Account number :	
<b>BUSINESS/TRADE REFERENCES</b>			
<b>Company name:</b>		Contact person:	
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:		Years doing business:	
<b>Company name:</b>		Contact person:	
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:		Years doing business:	
<b>Company name:</b>		Contact person:	
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:		Years doing business:	
<b>AGREEMENT</b>			
<p>The undersigned agrees, represents, and warrants that:</p> <p>(1) The information above is true and correct and is provided for the purpose of securing credit;</p> <p>(2) The undersigned undertakes to update and to notify Senju Fire Protection Corporation ("SFPC") of any changes to the information set forth above;</p> <p>(3) SFPC is authorized to obtain consumer and commercial credit reports, including, but not limited to from credit reporting agencies and Dun &amp; Bradstreet on the undersigned periodically and to gather employment history as considered necessary and appropriate; and</p> <p>(4) All references listed on the Credit Application are authorized to release information necessary for SFPC to make an informed credit decision. SFPC and its agents are authorized to make all inquiries deemed necessary to determine the undersigned's creditworthiness.</p> <p>(5) FAIR CREDIT AND REPORTING ACT (FCRA):            The undersigned who is an individual applicant, or duly signing on behalf of an entity applicant, or an individual guarantor of an applicant, acknowledges and agrees that his, her, or its credit history may be a factor in the evaluation of his, her, or its creditworthiness, and under the Fair Credit and Reporting Act (FCRA) hereby consents to and authorizes SFPC to use commercial or consumer credit reporting agencies, as applicable, to provide reports on the undersigned individual(s) or entity(ies) in order to permit SFPC to evaluate his, her, or its creditworthiness, including, but not limited to whether to extend business credit to applicant. This authorization will remain valid and enforceable until the undersigned expressly revokes authorization in writing and served on SFPC by registered or certified mail.</p> <p>(6) All sales of products from SFPC are subject to SFPC's Terms and Conditions attached to this application, available at <a href="http://senjusprinkler.com/terms">senjusprinkler.com/terms</a>, and that by placing any order for SFPC products, whether payment for such products is by cash, credit terms, credit card, or otherwise, the undersigned acknowledges and agrees that the undersigned has read the Terms and Conditions and agree to be bound by them.</p>			
<b>SIGNATURES</b>			
Signatures:	Printed Name:		Title:
			Date:



## Terms and Conditions

### 1. SCOPE

The terms and conditions of sale contained herein ("Terms and Conditions") apply to all quotations made and contracts of sale entered into by Senju Fire Protection Corporation, a California corporation ("SFPC") for SFPC goods and products (collectively "Products").

If these Terms and Conditions conflict with other terms and conditions, if any, specified by Buyer in Buyer's order form, including, but not limited to Buyer's purchase order, email, fax, telephone order, online order or otherwise (collectively "Purchase Order"), then SFPC's acceptance of Buyer's order, is on condition that only these Terms and Conditions shall apply to Buyer's order, irrespective of whether the Buyer accepts these Terms and Conditions by a written acknowledgement, by implication, or by acceptance of and/or payment for Products ordered from SFPC. Any term, provision or condition in conflict with, or in addition to or in modification of, any of these Terms and Conditions shall not be binding upon SFPC unless such term, provision or condition is in writing and signed by an officer of SFPC. SFPC's failure to object to any term or condition contained in any communication from Buyer shall not be deemed a waiver of these Terms and Conditions.

The SFPC website, [senjusprinkler.com/terms](http://senjusprinkler.com/terms) ("Website") and its services are owned and operated by SFPC. Access to the Website, use of the services ("Services") described in the Website, and any purchase of SFPC's Products through the Website is subject to these Terms and Conditions. All access to the Website and use of the Services is expressly conditioned upon the Buyer's agreement to these Terms and Conditions. If any Buyer does not agree to any of these Terms, then the Buyer is not authorized to access the Website or its Services.

SFPC reserves the right to change these Terms and Conditions, modify the Website and the Services at any time without notice. Buyer agrees to be bound by any change to these Terms and Conditions by continuing to access or use SFPC's Website or Services or placing any Purchase Order after any change become effective.

ANY BUYER ACCESSING THE WEBSITE, USING THE SERVICES, OR PLACING A PURCHASE ORDER OR PURCHASING ANY SENJU PRODUCT ACKNOWLEDGES AND AGREES THAT SUCH BUYER HAS READ THESE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM.

### 2. PRICE

The price of the Products ordered by Buyer from SFPC, shall be set forth in SFPC's price list. SFPC reserves the right to change its price list without notice to Buyer. Any revision to the price list shall be effective for Purchase Orders accepted by SFPC after the date the revised price list was issued by SFPC.

### 3. SPECIAL PACKAGING AND HANDLING

Buyer understands that Products requiring special packaging and handling are subject to an additional charge. All additional charges shall be negotiated between the parties and made a part of the Purchase Order.

### 4. TAXES

Unless otherwise indicated, the price does not include any sales, use, excise, or similar taxes or duties, and Buyer shall be responsible for all such taxes, whether or not invoiced by supplier. If applicable, Buyer, prior to delivery,

shall provide SFPC with a properly executed tax exemption certificate acceptable to the appropriate taxing authorities.

### 5. PAYMENT

Payment terms are net thirty (30) days from the invoice date. SFPC shall issue an invoice for the Products delivered to Buyer no earlier than the shipment date of the Products in connection with each accepted and fulfilled Purchase Order. Buyer shall make payments to SFPC under this Agreement by either check or electronic funds transfer, and SFPC shall provide Buyer with the information necessary for electronic funds transfer capability. In the event credit has not been established, SFPC reserves the right to require payment of goods in advance of shipment. SFPC may, at its option, accept credit card payments through agreements with third parties for the purpose of facilitating payment, in which case, Buyer agrees that: (a) SFPC has the right to store, process, and transfer Buyer's information with any third party payment service, which SFPC may change from time to time, at its discretion; (b) SFPC is not responsible for any failure of the third party to adequately protect such information; (c) all matters regarding Buyer's information are subject to the conditions of the third party's terms of service.

In the event Buyer fails to pay any or all portions of monies owed to SFPC within thirty (30) days, a 1.5% monthly (18% per annum) service charge shall be assessed on any unpaid balance on a compounded basis.

### 6. DEFECTIVE, DAMAGED, OR NONCONFORMING PRODUCTS

Buyer shall have the right at its own expense, to inspect Products as soon as practicable after delivery and shall immediately, but in no event later than ten (10) days after delivery of Products, notify SFPC in writing of all claims that Products were shipped defective, damaged, short, or nonconforming. Unless such notice is given, SFPC shall not be in any way liable for such defective, damaged, short, or nonconforming Products. When such notice has been given, SFPC shall be given a reasonable time to correct any shortage or nonconformity without cost to Buyer.

### 7. RETURN GOODS POLICY

Request to Return/ Exchange Claim must be made within thirty (30) days from the date of the shipment. The request from the Buyer to return Product(s) must include the description of Product(s), quantity of each item(s) returning, reason for return, SFPC invoice number and/or the Buyer order number (if applicable) to enable the request to be processed. No Product(s) may be returned without this information. When the request is approved by SFPC, a Return Merchandise Authorization number will be assigned. Buyer must include the assigned Return Merchandise Authorization number written on the packing list which must accompany the Product(s) when they are returned. Return Merchandise Authorization numbers are valid for thirty (30) days from date of issue. No credit will be issued for returned Product(s) without a valid Return Merchandise Authorization number. For all Buyer requested returns and exchanges, returned freight will be at the Buyer's expense. Also a 10% restocking charge or \$10.00 minimum charge, whichever is greater, will be assessed for inspecting, handling and restocking Products. Product(s) being returned due to order entry and/or shipping errors on the part of SFPC will be credited at full value providing that the Product(s) are returned within thirty (30) days from the date of the original shipment.

Full credit will be issued for defective Product(s) after the Product has been inspected and verified by SFPC. Replacement Product(s) can be sent out at any time by request of the Buyer during the Return/Exchange Claim process, but will be issued as a new order Invoice with the same payment terms. Items purchased for resale by SFPC may be returned under the original Manufacturer's terms and conditions only. If the original Manufacturer will not accept the Products, credit will not be issued by SFPC to the customer. Non-stock manufactured items will be evaluated on an individual basis with



credit being issued if the items can be resold or converted to stock. If not, credit will not be issued. Credit will not be issued for discontinued item(s). Item(s) no longer manufactured or items superseded by another model are defined as discontinued. To receive consideration for credit, Product must be in resalable condition, new/uninstalled/ unused, non-activated, etc. Credit will not be issued for Products previously installed unless covered by paragraph 6 (above). Product that has been approved for return must be packed in such a way as to prevent damage during shipment. The use of original packaging is preferred. Credit cannot be issued for Products damaged in transit due to improper packaging.

#### 8. ORDERS

Buyer agrees that SFPC may establish minimum order requirements (price and quantity) for processing any Purchase Order for Products. SFPC reserves the right to refuse or accept orders in SFPC's sole discretion.

#### 9. SHIPPING

All shipments are Free On Board ("FOB") SFPC's facility located at 30 Muller, #112, Irvine, CA, or shipping point (at SFPC's option). Buyer shall be responsible for the payment of all shipment costs from SFPC's FOB shipping point. Buyer shall designate the common carrier on its Purchase Order, and make all arrangements with the common carrier of their choice for shipment of the Products from the FOB shipping point. In the event Buyer fails to designate a common carrier, SFPC shall choose a common carrier. Unless specifically indicated in writing to the contrary, SFPC reserves the right to make partial shipments.

#### 10. WEIGHTS AND DIMENSIONS

Buyer understands and acknowledges that shipping weights and dimensions are approximate and not guaranteed.

#### 11. SPECIAL AND NON-STOCK PRODUCTS

Orders covering special or made-to-order Products or non-stock Products and materials are not subject to cancellation except in writing and upon agreement to compensation for work already performed.

#### 12. OWNERSHIP OF INTELLECTUAL PROPERTY

Buyer hereby acknowledges that any and all patents, copyrights, designs, trade names, trademarks, trade dress and all other intellectual property rights associated with SFPC's Products presently or in the future, including the goodwill connected with any such trademark or trade name, except the right to use the same in strict accordance with the terms and conditions of these Terms and Conditions, as well as such instructions, manuals, specifications, designs and other information supplied by SFPC related thereto are owned by SFPC, and Buyer shall not contest the validity or ownership of any SFPC trademark or assist others in contesting the validity or ownership of any such trademark or otherwise infringe on such intellectual property rights.

#### 13. LIMITED WARRANTY

SFPC warrants that the Products sold by it will be free from defects in material and workmanship, and will substantially conform to the technical specifications of the Products, in normal use and service for a period of one (1) year from the date of shipment by SFPC. The warranty set forth in this section shall be void to the extent of:

- (a) Products repaired or modified by Buyer or any third party;
- (b) Misuse or abuse of a Product or documentation by Buyer or third parties;

(c) Negligence or wrongdoing by Buyer or third parties;

(d) Accident, disaster or event of Force Majeure;

(e) Causes external to a Product such as, but not limited to power failure or electrical power surges, improper storage of Products including but not limited to storage of Products in excessive heat or conditions which bring the Products in contact with salt, salt air, or any other chemical which may corrode the Products;

(f) Use of a Product in combination with products, equipment or software not supplied by SFPC; or

(g) Products improperly installed by Buyer or third parties.

#### 14. DISCLAIMER

Except for the warranty set forth in the section above, SFPC disclaims all warranties, whether express or implied, oral or written, with respect to the Products, including without limitation, all implied warranties of merchantability or fitness for any particular purpose.

#### 15. LIMITATION OF LIABILITY

In no event shall SFPC be liable in contract, tort, strict liability, or under any other legal theory for incidental, indirect, special, consequential, or punitive damages, including but not limited to lost business, lost profits, or labor charges, regardless of whether SFPC was informed about the possibility of such damages, and in no event shall SFPC liability exceed an amount equal to the sales price of the subject Product.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SFPC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, PARTNERS, OR AGENTS BE LIABLE WITH RESPECT TO THE PRODUCTS UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (1) ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; OR (2) ANY MATTER BEYOND SFPC'S REASONABLE CONTROL.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY.

#### 16. DEFAULT

In the event of any default by Buyer, SFPC may decline to make further shipments without in any way affecting its rights. If despite any default by Buyer, SFPC elects to continue to make shipments, SFPC's action shall not constitute a waiver of any default by Buyer or in any way affect SFPC's legal remedies of any such default. Default shall include, but not be limited to, the Buyer's failure to make timely payments.

#### 17. NOTICES

All notices or other communication which are required or permitted hereunder shall be in writing and effective if delivered by personal delivery, facsimile transmission, or email (if a fax/email transmission confirmation is received by the sender), or by a recognized international or overnight courier, to the parties at the addresses provided to each other. Each party may change the address by written notice in accordance with this paragraph. Notice shall be deemed to have been delivered as of the date so delivered. Notices delivered personally will be deemed communicated as of actual receipt.



#### **18. ENTIRE AGREEMENT**

These Terms and Conditions constitute the entire agreement and supersedes any and all other agreements, either oral or in writing, between the parties hereto, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof, including, but not limited to the ordering, purchasing, sales, and delivery of Products. Buyer acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by SFPC, which is not embodied herein, and that no other agreement, statement, or promise not contained in these Terms and Conditions shall be valid or binding.

#### **19. AMENDMENTS**

These Terms and Conditions shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by the parties hereto.

#### **20. HEADINGS**

The headings used in these Terms and Conditions are inserted for convenience of reference only and are not to be relied upon in the construction or interpretation hereof.

#### **21. SEVERABILITY**

In the event that any of the terms of these Terms and Conditions are in conflict with any rule of law or statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from these Terms and Conditions, but such invalidity or unenforceability shall not invalidate any of the other terms of these Terms and Conditions, which shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of these Terms and Conditions.

#### **22. FORCE MAJEURE**

In the event that any party shall be delayed in or prevented from performing any obligation required under this Agreement by reason of governmental allocations, priorities, restrictions, or regulations now or hereafter in effect, flood, fire, earthquake or other Acts of God, war, riot, insurrection or other civil disturbance, strikes, lockouts, shortages of raw materials or production facilities, transportation shortages or any other contingencies beyond such party's reasonable control (each an event of "Force Majeure"), such party shall not be liable to the other parties for damages incurred as a result of any such delay or prevention.

#### **23. WAIVER**

No failure or delay by any party to take any action or assert or exercise any right or remedy hereunder shall operate or be deemed to be a waiver of such right or remedy in the event of the continuation or repetition of the circumstances giving rise to such right; nor shall any single or partial exercise of such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of these Terms and Conditions may be waived except in a writing signed by the party granting such waiver.

#### **24. ASSIGNMENT**

No party shall have the right to assign or otherwise transfer its rights and obligations under these Terms and Conditions except with the prior written consent of the other party.

#### **25. AUTHORIZATION**

Buyer represents and warrants to SFPC that Buyer's order and the person placing Buyer's order for Products has been fully authorized by all required corporate action to execute place such order.

#### **26. ATTORNEYS' FEES**

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of these Terms and Conditions, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

#### **27. GOVERNING LAW**

The validity, construction, and performance of these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding commenced by any party hereto pertaining to an alleged breach or default hereunder, to construe any term, covenant or provision hereof, or with respect to any matter or claim arising under these Terms and Conditions shall be brought solely in any court of competent jurisdiction within the County of Orange, California, which shall be the sole venue for the hearing of any such proceeding, and the parties hereto agree to submit to the personal jurisdiction of any such court.