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<http://www.safensecurellc.com/>

**CREDIT APPLICATION FOR A BUSINESS ACCOUNT  
 AND SALES TERMS AND CONDITIONS**

BUSINESS CONTACT INFORMATION			
Title:			
Company name:		Website:	
Phone:	Fax:	E-mail:	
Registered company address:			
City:		State:	ZIP Code:
Date business commenced:			
Sole proprietorship:		Partnership:	Corporation: Other:
BUSINESS AND CREDIT INFORMATION			
Primary business address:			
City:		State:	ZIP Code:
How long at current address?		DUNS Number:	
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:		Phone:	
City:		State:	ZIP Code:
Type of account		Account number	
Savings			
Checking			
Other			
BUSINESS/TRADE REFERENCES			
<b>Company name:</b>			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
<b>Company name:</b>			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
<b>Company name:</b>			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			

## CREDIT AND PAYMENT TERMS

Credit extension to your company with Safe 'n Secure, LLC is a privilege we extend to our valued customers. In return we expect payments to be received by Safe 'n Secure, LLC on time by the due date.

### **Payment Terms.**

Subject to the credit approval terms in Section 5 of our Terms and Conditions below, all payments are due and payable in full on the payment date set forth in Seller's invoice. Payments are applied in the following order of priority:

- Past due interest or fees
- Past due invoices
- Current invoices

Seller reserves the right to require alternative payment terms, including, without limitation, letter of credit, or payment in advance. Seller may require the disclosure and evaluation of Buyer's financials to extend credit to Buyer.

Unless otherwise specified in the invoice, all payments must be made either (1) via check mailed to the address set forth in Section 21 of the Terms and Conditions below and received by Seller by the invoice date, (2) via credit card payment made to an employee of Seller no later than 5:00 pm on the invoice due date, or (3) via ACH payment to the account set forth on the invoice. For mailed checks, Seller prefers that checks are delivered by FedEx. There is an additional 3% charge for payments made via credit card. Amounts paid do not include applicable customs clearance charges, duties, or taxes, which shall be paid separately by Buyer unless otherwise agreed by Seller in writing. Additional or different terms provided along with Buyer's check or remittance of payment shall be rejected by Seller.

Late payments shall be assessed a late fee of 2% per month or a minimum of \$35, whichever is more. Returned or bounced checks will be assessed a \$50 fee in addition to any late payment interest or late fees.

**Seller will review disputed portions of invoices and/or payments only if Seller is notified by Buyer in writing and receives the necessary documentation within 7 days of the invoice date. This notice given by Buyer or Seller shall be provided to the salesperson assisting Buyer, emailed to [ar@safensecureusa.com](mailto:ar@safensecureusa.com) , and emailed to [sales@safensecureusa.com](mailto:sales@safensecureusa.com) .**

## SAFE 'N SECURE LLC GENERAL TERMS AND CONDITIONS OF SALE

These Terms and Conditions apply to any price quotation ("Quote") offered by Safe 'n Secure LLC ("Seller"), Seller's acknowledgement of any purchase order ("Order") placed by a buyer for goods offered by Seller ("Buyer"), or a Buyer's credit application, on any of Buyer's invoices, and the sale of goods by Seller, whether inside or outside of the United States.

1. **Legal Effect.** Unless otherwise expressly agreed to in writing by an authorized representative of Seller, the following Terms and Conditions shall apply to and form a part of all Quotes and Orders from Buyer for Seller's goods. Additional or different terms listed in a Buyer's Order, Buyer's terms and conditions attached to an Order, or in any other form from Buyer are rejected in advance and shall not become a part of any Order. All offers to purchase proposed by Buyer are subject to final acceptance in writing by an authorized representative of Seller. All requests from Buyer to amend or modify an order in any way are subject to final acceptance in writing by an authorized representative of Seller. These Terms and Conditions and the Quotes, Orders, or credit applications to which these Terms and Conditions and Seller's invoices are attached, represent the entire agreement between Seller and Buyer regarding the sale of goods to Buyer, and is a complete and exclusive statement thereof, notwithstanding any prior course of dealings, custom or usage of trade, or course of performance.

2. **Price.** The price of the goods shall be as stated in the Quote, provided Buyer places an Order for the goods within 30 days of Buyer's receipt of the Quote. If an Order is not placed within 30 days of Buyer's receipt of the Quote, then Seller reserves the right to revoke its offer to sell goods to Buyer on the price, specifications and other terms therein. Buyer shall be deemed to have received a Quote when Seller delivers the Quote to an authorized representative of Buyer. Deferred orders

will be billed at the effective price of the specified shipping date. Seller will not provide any rebates or refunds on goods due to price declines. Seller will not ship any goods on consignment. Payment must be made in U.S. Dollars. Pricing and product specifications are subject to change without notice.

3. Taxes. Prices do not include any sales, use, excise, value-added or other local, provincial, or national taxes or assessments or similar taxes, unless otherwise indicated on the Quote or Seller's purchase order acknowledgement. In addition, for international sales, prices do not include import duties or fees for clearance through customs, unless specifically agreed by the parties in writing. Any such taxes, import duties or customs clearance fees which Seller may be required to pay or collect upon the sale, licensing or delivery of the goods shall be paid by Buyer to Seller, unless Buyer provides direct payment authority or appoints Seller to serve as its payment agent using the appropriate form valid in the country to which the goods are shipped.

#### 4. Payment Terms.

Subject to the credit approval terms in Section 5, all payments are due and payable in full on the payment date set forth in Seller's invoice. Payments are applied in the following order of priority:

- Past due interest or fees
- Past due invoices
- Current invoices

Seller reserves the right to require alternative payment terms, including, without limitation, letter of credit, or payment in advance. Seller may require the disclosure and evaluation of Buyer's financials to extend credit to Buyer.

Unless otherwise specified in the invoice, all payments must be made either (1) via check mailed to the address set forth in Section 21 below and received by Seller by the invoice date, (2) via credit card payment made to an employee of Seller no later than 5:00 pm on the invoice due date, or (3) via ACH payment to the account set forth on the invoice. For mailed checks, Seller prefers that checks are delivered by FedEx. There is an additional 3% charge for payments made via credit card. Amounts paid do not include applicable customs clearance charges, duties, or taxes, which shall be paid separately by Buyer unless otherwise agreed by Seller in writing. Additional or different terms provided along with Buyer's check or remittance of payment shall be rejected by Seller.

Late payments shall be assessed a late fee of 2% per month or a minimum of \$35, whichever is more. Returned or bounced checks will be assessed a \$50 fee in addition to any late payment interest or late fees.

Seller will review disputed portions of invoices and/or payments only if Seller is notified by Buyer in writing and receives the necessary documentation within 7 days of the invoice date.

5. Credit Acceptance. Seller monitors credit limits, reports monthly to Dun & Bradstreet, and makes credit decisions based on reports provided to Seller by Dun & Bradstreet. All shipment and delivery approvals may be conditioned on Seller's assessment of Buyer's credit worthiness, and in case Seller shall have any doubt as to Buyer's ability to pay, Seller may decline to make any further shipments hereunder, except upon receipt of satisfactory security or payment in advance.

#### 6. Delivery and Title.

All sales within the United States are F.O.B. Dallas, Texas and risk of loss shall pass to Buyer upon Seller's delivery to carrier. Any claim for shortage or damage is the responsibility of Buyer and/or of the carrier.

Shipments will be made via least expensive means for all goods. Add-to orders for freight allowed status are not acceptable against orders already in process or shipped. Seller requires a completed valid sales tax exemption certificate from Buyer prior to shipping any goods to any state requesting sales tax information.

All sales outside of the United States shall be delivered in accordance with the international delivery terms set forth on the

Quote or Seller's purchase order acknowledgment. Title to the goods shall not be deemed to pass from Seller to Buyer other than within the United States.

Seller reserves the right to impose handling fees if special handling or packaging is required.

For shipments on which Buyer is paying freight, Buyer may specify use of any available carrier. For shipments on which Seller is paying the freight, Seller may select routing and carrier in its sole discretion.

No shipments by air will be made without Buyer's prior written authorization. No shipment will require Buyer's signed delivery receipt unless Seller has received Buyer's written instructions that delivery is to be conditioned on obtaining a receipt at least 24 hours prior to Seller's delivery of shipment to carrier.

7. Delay.

Seller will use commercially reasonable efforts to meet the scheduled date of shipping. All shipping dates are approximate and Seller shall not be liable for loss or damage because of delays occasioned by labor disputes, damage to facilities, or failure of suppliers or subcontractors to meet scheduled deliveries or any other cause beyond Seller's reasonable control or making its performance commercially impracticable.

Seller may delay shipment of Buyer's order if any payments on Buyer's account are past due.

Notwithstanding other provisions hereof, if shipment is delayed at Buyer's request, the goods shall be deemed to be stored at Buyer's risk and expense and Seller may thereupon bill Buyer for the full price and storage costs. Buyer shall pay such bill within 30 days after mailing thereof.

8. Order Cancellation. Buyer may cancel the Order with respect to all or part only of the goods by giving notice to the Seller at any time prior to delivery, in which event Buyer's sole liability shall be to pay Seller the Price for the goods with respect to which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.

9. Acceptance of Goods. The goods will be deemed to be accepted by Buyer unless Buyer notifies Seller within 7 days after receipt of delivery of the goods of any alleged defect or shortage. Buyer shall notify Seller in writing of its rejection due to such alleged defect or shortage and allow for inspection, repair, or replacement by Seller or its authorized representative. Seller's sole obligation for any alleged defect or shortage shall be limited to replacement or repair of the goods pursuant to the provisions of the Limited Warranty provisions set forth below.

10. Limited Warranty. Seller's warranty for the goods is attached hereto.

11. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, BUSINESS INTERRUPTION LOSSES, THIRD PARTY LOSSES OR FOR ANY DIRECT/INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE GOODS SOLD HEREUNDER. Seller is not liable for any misuse, abuse, modifications, intentional alterations and/or misapplications outside of the control of Seller.

12. Returned Goods Policy.

To receive a credit or exchange for goods returned, the following requirements apply:

1. Returned goods will be inspected by Seller and the credit to be allowed for such return, if any, shall be at Seller's absolute discretion.

2. No credit will be allowed for returned goods which have been damaged or otherwise rendered unfit for resale

3. Transportation charges must be prepaid by Buyer.

4. Requests to return must be made within six months of invoice date.
5. A 20% restocking and handling charge will apply to all goods accepted by Seller for returns and any credit allowed will be further reduced on account of any freight charges paid by Seller and, where appropriate, a fee for repackaging.
6. Any associated risk of damage for returned goods is at the Buyer's expense and responsibility of Buyer until the returned goods are received and accepted by Seller.

Notwithstanding the foregoing, no goods may be returned without prior written authorization from Seller's Operations Manager. Seller reserves the right to limit the time during which returns may be authorized. Discontinued products and goods ordered and manufactured to Buyer's specifications, including without limitation specially ordered items or goods with personalized features cannot be canceled, returned, or exchanged, and Buyer is responsible for full payment of the agreed-upon purchase price.

13. Termination. Seller may terminate any agreement with or purchase order from Buyer if Buyer breaches any of its obligations hereunder or thereunder and fails to cure such breach within 30 calendar days after receiving notice of such breach from Seller. Seller may terminate any agreement with or purchase order from Buyer immediately and without providing Buyer with an opportunity to cure such breach and, at Seller's option, cancel all undelivered goods or any confirmed purchase orders upon notice to Buyer if (i) Buyer makes an assignment for the benefit of creditors, (ii) a voluntary or involuntary petition or other action in bankruptcy or for reorganization or under any other insolvency law is filed by or against Buyer, (iii) Buyer admits its inability to pay its debts as they become due, (iv) a trustee, receiver or liquidator is appointed for any part of the assets of Buyer, (v) Buyer fails to make payment to Seller in accordance with the terms hereof, or (vi) Buyer breaches any of its obligations under Paragraph 17 hereof. Seller shall not be required to proceed or continue with performance of any agreement or purchase order while Buyer is in default under the terms hereof.

14. Governing Law. These Terms and Conditions shall be governed by the laws of the state of Texas, U.S.A. The parties agree that the United Nations Convention on the International Sale of Goods (1980) shall not apply to these Terms and Conditions.

15. Regulatory Requirements and/or Standards. Seller makes no promise or representation that the goods will conform to any international, national, state, or local ordinances, regulations, codes, or standards, except as particularly specified and agreed upon for compliance in writing as part of an agreement between Seller and Buyer. The quotes submitted to Buyer by Seller do not include the cost of any related inspections, permits, product certifications and/or inspection fees unless expressly stated.

16. Export Control. Regardless of any disclosure made by Buyer to Seller of an ultimate destination of the goods, Buyer covenants that it will not export or re-export, either directly or indirectly, any of Seller's goods in violation of U.S. export control laws, including but not limited to the Export Administration Act of 1979 (50 U.S.C. App. §§ 2401-2420), the Trading with the Enemy Act (50 U.S.C. App. 1 et seq.), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701-1707), and any regulations, orders or rule issued pursuant thereto (collectively, "U.S. Export Controls") and will obtain any and all licenses and approvals required for export or re-export of the goods under U.S. Export Controls. Buyer further agrees to indemnify and hold harmless Seller from any claims, losses or expenses arising from Buyer's violation of U.S. Export Controls.

17. Severability. If any term or condition, or the application thereof, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of these Terms and Conditions shall remain in full force and effect.

18. Force Majeure. Seller shall in no event be liable for delays in delivery of any goods or other failures to perform caused by fires, acts of God, strikes, labor difficulties, acts of governmental or military authorities, delays in transportation or procuring materials, delays of suppliers or subcontractors, pandemics or other causes of any kind beyond Seller's control.

19. Nonwaiver. Any failure by any Seller to strictly enforce the Terms and Conditions as stated in these Terms and Conditions or to exercise any rights acquired hereunder shall not constitute a waiver of such terms or rights and shall not affect the right of the party to enforce or exercise such terms or rights in the future. All rights and remedies of Seller are cumulative.

20. Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if personally delivered by hand, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three Business Days after mailing; or (c) if by Federal Express or other reliable overnight courier service, on the next Business Day after delivered to such courier service:

If to Seller:

Safe 'n Secure, LLC  
2673 Freewood Drive  
Dallas, Texas 75220  
Attention: Operations Manager

If to Buyer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Notwithstanding the foregoing, notices given by Buyer or Seller pursuant to Section 4 or Section 9 shall be provided to the salesperson assisting Buyer, emailed to ar@safensecureusa.com, and emailed to sales@safensecureusa.com.

21. Authorized Representative of Buyer. These terms and conditions may only be signed by an authorized representative of Buyer. Buyer represents that the signatory signing below is an authorized representative of Buyer.

#### LIMITED WARRANTY

**EXCEPT FOR THE WARRANTIES SET FORTH BELOW, SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO THE GOODS' MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER WILL NOT BE LIABLE FOR DEATH, INJURIES TO PERSONS OR PROPERTY OR FOR INCIDENTAL, CONTINGENT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE ARISING IN CONNECTION WITH THE USE OR MISUSE OF THE GOODS, REGARDLESS OF WHETHER THE DAMAGE, LOSS OR EXPENSE RESULTS FROM ANY ACT OR FAILURE TO ACT BY SELLER, WHETHER NEGLIGENT OR WILLFUL, OR FROM ANY OTHER CAUSE.**

1. Capitalized Terms. Capitalized terms herein shall have the same meaning as defined in Seller's Standard Terms and Conditions above.
2. Goods Warranty. Seller warrants that the good are free from defects in workmanship and materials for one year from the date of shipment.
3. Buyer's Remedies. Buyer's sole remedy for breach of a warranty is limited exclusively to either the repair or replacement of the goods F.O.B. Seller's point of shipment at the sole discretion of Seller. In no event shall Seller be liable for any incidental or consequential damages. Buyer must notify Seller in writing, within ten days of discovery of the alleged defect, if within the stated warranty period. After receiving written authorization from Seller, the goods shall be returned F.O.B. Seller's place of shipment within ten days. If Seller determines that return, repair or replacement of the goods is not feasible, Buyer's remedy shall be limited to a refund of the purchase price. Any action against Seller for breach of warranty, negligence or otherwise must be commenced within one year after such cause of action accrues.

4. Limitation of Warranty and Indemnification. Seller shall not be liable for any damage, injury or loss arising out of the use of the goods, if, prior to such damage, injury or loss, such goods are (1) damaged, over exposed to the elements or chemicals or otherwise misused following Seller's delivery to carrier; (2) not maintained, inspected, or used in compliance with applicable law and Seller's written instructions and recommendations; or (3) installed, repaired, altered or modified without compliance with such law, instructions or recommendations. Buyer shall defend, indemnify, and hold Safe 'n Secure LLC harmless from and against any and all liabilities, claims and demands arising out of or in connection with the Buyer's negligence and/or misuse during the Buyer's purchase, use, or application of the goods.
5. Third Party Goods. Goods sold by Seller are not all manufactured by Seller. In association with any goods sold by Seller, Seller is providing such goods "as is", and Seller makes no warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, of title, or of noninfringement of third-party rights. Use of the goods by a user should comply with all applicable laws and regulations, including, but not limited to OSHA laws and regulations. The use of the goods should be done in a reasonably safe manner, and in a manner the goods are intended to be used by the manufacturer. Use of the third-party goods sold by Seller is at the user's risk.
6. Agents and Representatives of Seller. No promise or affirmation of fact made by any agent or authorized representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation.

**SIGNATURES**

**Buyer acknowledges that it is responsible for and has reviewed and approved all figures and specifications contained in any quote offered by Seller to Buyer, any purchase order placed by Buyer, Seller's Terms and Conditions, and Seller's LIMITED WARRANTY. Buyer hereby consents to and agrees with the same, and authorizes Seller to furnish the goods specified in the Order.**

**BUYER:**

\_\_\_\_\_

**By:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_