

Fire King Commercial Services, LLC  
Credit Department  
101 Security Parkway  
New Albany, IN 47150  
(812)542-3459 – (812) 542-3621 Fax  
Account Information Forms only  
connie@fireking.com

Re: Open Account

Thank you for your inquiry. We welcome the opportunity to give your company consideration for open account status. In addition, please advise us the products you require in your business, i.e. safes, service, files or Image Vault. In addition, advise if you are a Locksmith.

Enclosed is our standard Account Information Form and Agreement. By your signature, you are accepting our standard terms (Net 30 Days) and conditions located on the form.

We certainly appreciate your sending your own company credit application, but ***we must have the enclosed form completed***, signed by an officer and returned. The application can be returned by fax or email in addition to mail. Once approved, our Sales Department has final approval of all open accounts determined by an anticipated minimum dollar amount and or service frequency.

Thank you in advance for your cooperation.

Sincerely,

Connie Thomas  
Corporate Credit Manager  
Fire King Commercial Services, LLC

FAX # 812-542-3621  
PH# 812-542-3459

# FIRE KING SECURITY GROUP, LLC

CREDIT APPLICATION AND AGREEMENT FOR OPEN TERMS

101 Security Parkway, New Albany, IN 47150

Phone 800-528-9900 Ext. 3459 Fax: 812-542-3621 for Application only

Federal I.D. # 20-3159916 GST # 89492 7318 RT0001

Internal Use Only		
Account #		
Open	Y	N
Exempt	Y	N
C/L		

DATE \_\_\_\_\_, \_\_\_\_\_ FIRE KING SALES REP. \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_ ESTABLISHED \_\_\_\_\_ (MO./YR)

STREET ADDRESS \_\_\_\_\_ FEDERAL I.D. \_\_\_\_\_

CITY STATE ZIP CODE COUNTY (REQ)

TYPE/NATURE OF BUSINESS \_\_\_\_\_ EMAIL: \_\_\_\_\_

CORPORATION  PARTNERSHIP  PROPRIETORSHIP  LLC  PHONE ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

**BANK INFORMATION-RELEASE OF INFORMATION**

BANK OFFICER: \_\_\_\_\_ BANK: \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TRADE REFERENCES**

NAME	PHONE	FAX	ADDRESS	CITY	STATE	ZIP
_____	( )	( )	_____	_____	_____	_____
_____	( )	( )	_____	_____	_____	_____
_____	( )	( )	_____	_____	_____	_____
_____	( )	( )	_____	_____	_____	_____

**IF ENTITLED TO TAX EXEMPT STATUS, COMPLETE THE ATTACHED TAX EXEMPTION CERTIFICATE.**

THE ABOVE INFORMATION IS SUBMITTED FOR THE PURPOSE OF OBTAINING CREDIT AND IS CERTIFIED TO BE TRUE AND CORRECT. FIRE KING SECURITY PRODUCTS, LLC IS AUTHORIZED TO INVESTIGATE REFERENCES PERTAINING TO OUR CREDIT AND FINANCIAL RESPONSIBILITY. WE AUTHORIZE THE RELEASE OF CREDIT INFORMATION, INCLUDING BANKING REFERENCES, FOR THE PURPOSE OF OBTAINING CREDIT WITH FIRE KING SECURITY PRODUCTS, LLC. WE UNDERSTAND THAT PAST DUE ACCOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1½% PER MONTH, 18% PER ANNUM OR THE MAXIMUM PERMITTED BY LAW. THE UNDERSIGNED, BY SIGNING BELOW, THE CUSTOMER AGREES THAT HE OR SHE HAS READ, UNDERSTANDS AND INTENDS TO BE BOUND BY THE TERMS AND CONDITIONS LISTED BELOW. SHOULD IT BECOME NECESSARY FOR THIS ACCOUNT TO BE PLACED WITH AN ATTORNEY FOR COLLECTION, I/WE AGREE TO PAY ALL REASONABLE ATTORNEY'S FEES TOGETHER WITH COURT COST, COLLECTION FEES AND OTHER INCIDENTAL COSTS INCURRED BY FIRE KING SECURITY PRODUCTS, LLC. ALL TERMS, CONDITIONS, VENUE AND AGREEMENTS WILL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

\_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE CORPORATE TITLE

**TERMS AND CONDITIONS.** THE FOLLOWING TERMS AND CONDITIONS GOVERN ALL SALES OF FIRE KING SECURITY PRODUCTS, LLC. PRODUCTS AND MATERIALS WHETHER MADE PURSUANT TO ORAL OR WRITTEN ORDERS TO ITS REPRESENTATIVES, SALES PERSONNEL, PLANT OR OFFICE IN NEW ALBANY, IN.

**TERMS AND CONDITIONS TO GOVERN. STANDARD SELLING TERMS ARE NET 30 DAYS.** Acceptance of orders is based on the express condition expressed herein. These terms and conditions will govern unless Buyer notifies Seller of their unacceptability within (5) days from the receipt of these terms and conditions. Buyer's failure to object to these terms and conditions within (5) days or acceptance of delivery by Buyer will constitute Buyer's assent to said terms and conditions. These terms and conditions represent the final and complete agreement of the parties, and no terms or conditions in any way modifying or changing the provisions stated herein shall be binding upon Seller unless made in writing and signed and approved by an officer or other authorized person at the home office of Fire King Security Products, LLC. in New Albany, IN. No modification of any of these terms shall be effected by Seller's shipment of goods following receipt of Buyer's purchase order, shipping request or similar forms containing printed terms and conditions additional to or different from the terms herein.

**APPROVAL OF ORDERS.** Orders are subject to acceptance by Seller. Buyer will be notified promptly if orders are not accepted.

**PRICES.** Prices indicated to the Buyer are current; however, should the Buyer request extended delivery or otherwise delay shipment, the Seller reserves the right to change the prevailing prices in effect at the time of shipment. Any increase in transportation rates or increase in transportation costs resulting from any changes in routing will be for Buyer's account.

**FORCE MAJEURE.** Delay in delivery or non-delivery in whole or in part by Seller shall not be a breach of this agreement if performance is made impracticable by the occurrence of any one or more of the following contingencies, the non-occurrence of which is a basic assumption of which the agreement is made: (a) Fires, floods or other casualties, (b) Wars, riots, civil commotion, embargoes, governmental regulations or martial law. (c) Shortage of cars or trucks or delays in transit, (e) Existing or future strikes or other labor troubles affecting productions or shipment, whether involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the employer; and (f) Other contingencies of manufacturer or shipment, whether or not of a class or kind mentioned herein, not reasonably within Seller's control.

**TAXES.** All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority, whether federal, state, or local, upon the sale, use or transportation of any goods covered hereby, shall be paid the borne by Buyer.

**TITLE TO GOODS.** Title to the goods shall pass to the Buyer upon delivery thereof to the carrier (FOB shipping point). Any claim by Buyer against Seller for shortage or damage occurring prior to such delivery must be made within five (5) days after receipt of the goods and accompanied by original transportation bill signed by carrier noting that carrier received the goods from Seller in the condition claimed.

**DESIGNATION OF CARRIER.** Seller reserves the right to designate carrier unless Buyer expressly and specifically designates the carrier in writing at that time of order.

**CANCELLATIONS.** Seller reserves the right to require payment for the goods in advance, or satisfactory security if the financial responsibility of Buyer becomes at any time, unsatisfactory to Seller. If Buyer fails to make payment in accordance with the terms of this agreement, or any collateral agreement, or fails to comply with any provision hereof, Seller may, at its option (and in addition to other remedies), cancel any unshipped portion of this order. Buyer to remain liable for all unpaid accounts.

**RETURNS.** Goods cannot be returned without Seller's written consent and orders, once accepted, cannot be cancelled without Seller's prior written consent. In the case of special or non-stock goods, cancellation will not be accepted. Returned goods are subject to a 25% restocking charge plus freight costs.

**SERVICE CHARGES.** All past due invoices shall bear a service charge at the rate of 1.5% per month or the highest amount allowed by law, whichever is less.

# FIRE KING SECURITY GROUP, LLC

New Account Set Up

101 Security Parkway, New Albany, IN 47150

Phone 800-528-9900 Ext. 3459 Fax: 812-542-3621 for Application only

Federal I.D. # 20-3159916 GST # 89492 7318 RT0001

Internal Use Only

Account # \_\_\_\_\_

Exempt Y N

DATE \_\_\_\_\_

FIRE KING SALES REP. \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

\_\_\_\_\_

CITY

STATE

ZIP CODE

County (req)

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

MAILING ADDRESS (if different from above)

STREET ADDRESS \_\_\_\_\_

\_\_\_\_\_

CITY

STATE

ZIP CODE

IF ENTITLED TO TAX EXEMPT STATUS, COMPLETE THE ATTACHED TAX EXEMPTION CERTIFICATE.

**SALES OR USE TAX BLANKET EXEMPTION CERTIFICATE**

Issued to Seller: Fire King Security Products, LLC  
 101 Security Parkway  
 New Albany, IN 47150  
 (800) 528-9900 ext. 1659

I certify that:

Name of Purchaser \_\_\_\_\_

Address: \_\_\_\_\_

under penalties of perjury that all purchases of tangible personal property purchased from your company for delivery in the below taxing jurisdiction(s) on and after the date of this certificate are exempt from sales or use tax for the following reason:

\_\_\_\_\_ Sale to Retailer, Wholesaler, or Manufacturer for RESALE only.

\_\_\_\_\_ Other \_\_\_\_\_

General description of property to be purchased: \_\_\_\_\_

General description of property sold by buyer in his business: \_\_\_\_\_

Please set forth any registration number received from the state, county or city tax authorities. This includes any seller's license number, registered charitable institution number, or direct pay permit number.

<u>State Registration or ID No.</u>	<u>State Registration or ID No.</u>	<u>State Registration or ID No.</u>
AL	KY	NZ
AK	LA	OH
AR	MA	OK
AZ	MD	OR
CA	ME	PA
CO	MI	RI
CT	MN	SC
DE	MO	SD
DC	MS	TN
FL	MT	TX
GA	NC	UT
HI	ND	VA
IA	NE	VT
ID	NH	WA
IL	NJ	WI
IN	NM	WV
KS	NY	WY

This certificate shall continue in force until revoked and shall be considered a part of each order given to us unless the order otherwise specifies. If the material purchased is later used by the buyer for a purpose which makes the purchase of such material taxable, the buyer agrees to pay the tax directly to the taxing authority.

\_\_\_\_\_  
 Authorized Purchaser's Signature Title Date