



Attn: Credit Department
101 Security Parkway
New Albany, IN 47150
Phone (800) 457-2424 Fax (800) 227-7513

Thank you for your interest in becoming a member of the Fire King family. We welcome the opportunity to consider your company for open account status.

Enclosed, please find our standard Account Information Form, Credit Application and Tax Exemption Certificate. By signing our application, you are accepting our standard terms, Net 30 days, and conditions outlined in the application.

Complete the application in its entirety. Any missing information may cause a delay in processing. You may send your pre-printed credit information in addition to our application. However, your application must be signed by an Officer of your company. The application may be returned by email, fax or mail.

If you will be purchasing product, a purchase order must be received with the credit application before processing will begin. If you are applying only for a service account a complete store listing, with full addresses, must accompany the application before processing will begin.

Thank you in advance for your cooperation.

Sincerely,

Credit Department
Fire King International, LLC.



CREDIT APPLICATION AND AGREEMENT FOR OPEN TERMS
 101 Security Parkway, New Albany, IN 47150
 Phone #: 800-457-2424 Fax #: 800-227-7513

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

DATE _____ FIRE KING SALES REP. _____

BUSINESS NAME _____ ESTABLISHED _____ (MM/YY)

DBA _____

STREET ADDRESS _____ FEDERAL I.D. _____

CITY _____ STATE _____ ZIP CODE _____ COUNTY (REQ) _____

PHONE #: (____) _____ FAX #: (____) _____ EMAIL: _____

TYPE/NATURE OF BUSINESS _____

CORPORATION PARTNERSHIP PROPRIETORSHIP LLC

Product Interest:

____ Office Product(s)/Dealer(s) – Fire King International, LLC, Fed ID #20-3160097

____ Are you a Locksmith?

BANK INFORMATION-RELEASE OF INFORMATION

BANK: _____ PHONE (____) _____ Account #: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TRADE REFERENCES

____ (____) _____ (____) _____
 (Name) (Phone #) (Fax #) (Address, City, State, Zip Code)

____ (____) _____ (____) _____
 (Name) (Phone #) (Fax #) (Address, City, State, Zip Code)

____ (____) _____ (____) _____
 (Name) (Phone #) (Fax #) (Address, City, State, Zip Code)

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 INTERNATIONAL, 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 INTERNATIONAL, 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, 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 COSTS, COLLECTION FEES AND OTHER INCIDENTAL COSTS INCURRED BY FIRE KING INTERNATIONAL, LLC. ALL TERMS, CONDITIONS, VENUE AND AGREEMENTS WILL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

SIGNATURE _____

CORPORATE TITLE _____

DATE _____



TERMS AND CONDITIONS. THE FOLLOWING TERMS AND CONDITIONS GOVERN ALL SALES OF FIRE KING INTERNATIONAL, LLC (“SELLER”). PRODUCTS, MATERIALS AND SERVICES, WHETHER MADE PURSUANT TO ORAL OR WRITTEN ORDERS TO ITS REPRESENTATIVES, SALES PERSONNEL, PLANT OR OFFICES.

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 consent 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 INTERNATIONAL, 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 Buyer’s responsibility.

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 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 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 is to remain liable for all unpaid accounts.

RETURNS. Goods cannot be returned without Seller’s express 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, 18% per annum, or the highest amount allowed by law, whichever is less.

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 INTERNATIONAL, LLC. ALL TERMS, CONDITIONS, VENUE AND AGREEMENTS WILL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

(Initial)

SALES OR USE TAX BLANKET EXEMPTION CERTIFICATE

Issued to Seller: Fire King International, LLC.
101 Security Parkway
New Albany, IN 47150
(800) 457-2424

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



CREDIT APPLICATION AND AGREEMENT FOR OPEN TERMS
101 Security Parkway, New Albany, IN 47150
Phone #: 800-457-2424 Fax #: 800-227-7513

DATE _____

FIRE KING SALES REP. _____

BUSINESS NAME _____

BILLING ADDRESS _____

CITY

STATE

ZIP CODE

County (req)

BUSINESS PHONE #: _____

BUSINESS FAX #: _____

ACCOUNTS PAYABLE CONTACT NAME: _____

ACCOUNTS PAYABLE PHONE #: _____

ACCOUNTS PAYABLE FAX #: _____

ACCOUNTS PAYABLE EMAIL ADDRESS: _____

IF ENTITLED TO TAX EXEMPT STATUS, **COMPLETE THE ATTACHED TAX EXEMPTION CERTIFICATE**. OTHERWISE, YOUR PURCHASES AND SERVICES WILL BE TAXED.