

In order to expedite the handling of your request to establish a line of credit for your company, please review the following documents:

- ❑ Credit Application (complete and return to Labeltronix)
- ❑ Terms & Conditions of Sale (for your files)
- ❑ Resale Certificate, if applicable (sign and return to Labeltronix)

You may return the information by fax to 714-516-2325, or by mail "Attention Accounting Dept." If you have any questions or comments please call 800-429-4321 and press 0 for the operator and ask to be connected to your accounting representative.

Credit Application

Please complete the following for consideration of terms

Company Name: _____

Bill To Address: _____

Street or P.O. Box City State Zip Code

Ship To Address: _____

Street Address City State Zip Code

Main Phone #: _____ Main Fax #: _____

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Please provide the following, to help verify your credit:

My company has been in business more than one year: Y___ N___

D&B # _____

I have a D&B rating, but don't know the #: Y___ N___

If you do not have a D&B rating, please provide on a separate sheet of paper, bank & three trade references including the fax number. In the event you do not have a D&B rating, if a credit line is approved it will initially be limited to an amount between \$100 and \$1,000.

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To assist us in better serving you, please provide the following contact information:

Accounts Payable: _____ Ph #: _____ email: _____

Name

Purchasing: _____ Ph #: _____ email: _____

Name

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Your signature below confirms receipt of Labeltronix Terms and Conditions of Sale document, and attests Buyer's financial responsibility, ability, willingness and obligation to pay in accordance with the terms indicated on each billing invoice as well as Buyers agreement to reimburse Labeltronix for any additional costs incurred in collecting past due invoices, including attorneys fees. Your signature below also grants permission for your bank and trade references to release information to Labeltronix necessary to evaluate credit worthiness.

Print Name: _____ Title: _____ Line of Credit Desired: \$ _____

Authorized Signature: _____ Date: _____

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FOR LABELTRONIX USE ONLY

Existing Customer: Y___ N___. If yes Customer # _____

Submitted by: _____ Date: _____ Pending Order \$ _____ Estimated Monthly \$ _____

Approved: Y___ N___ Credit Line: \$ _____ Terms: NET _____ Rating: _____

Approved By Initial: _____ Date: _____

TERMS AND CONDITIONS OF SALE

Buyer agrees that the following terms and conditions of sale shall apply for all credit and cash purchases from Labeltronix. Buyer represents and warrants that the information contained in the Credit Application submitted to Labeltronix is true and correct, that Buyer is purchasing products for commercial and not consumer uses or purposes, and that Buyer will timely notify Labeltronix of any change in such information, including but not limited to a change in Buyer's legal name and/or state of incorporation.

General Terms: Modifications, changes, alterations, cancellations, additions, suspensions, or other terms offered in any purchase order, will not be binding unless accepted in writing by Labeltronix, and in all cases these terms and conditions of sale shall prevail, notwithstanding any other order terms to the contrary, without a written agreement from Labeltronix.

Credit Policy and Labeltronix Security Interest: Payment terms are net fifteen (15) days from date of invoice. Acceptance by Buyer of material shipped or delivered by Labeltronix indicates Buyers financial responsibility, ability, willingness and obligation to pay in accordance with the terms indicated on each billing invoice as well as Buyers agreement to reimburse Labeltronix for any additional costs incurred in collecting past due invoices, including attorneys fees. Buyer hereby grants to Labeltronix a security interest in and to all Labeltronix invoiced merchandise that is from time to time described on Labeltronix invoices, as "Collateral", to secure payment of all outstanding invoices and credit extensions from Labeltronix. The security interest attaches to the Collateral immediately upon its transfer of title to Buyer, and Collateral will thereafter be released from this security interest, only when the invoice describing the Collateral that has not been foreclosed upon, has been paid in full. Labeltronix is authorized to file or record any form of notice to perfect its security interest against the Collateral (and Buyer will execute the same if required). Invoices not paid in full within twenty (20) days after invoice date will result in Buyer's default and Buyer's account being placed on credit hold, also authorizing Labeltronix at its option, without limiting its other remedies at law or equity, and without notice to or demand on Buyer, to foreclose upon and take possession of the Collateral, sell, lease or otherwise dispose of the Collateral at one or more public or private sales, for cash or credit or future delivery, on such terms and in such manner as Labeltronix may determine, and to recover from Buyer all costs and expenses, including without limitation, reasonable attorneys' fees, incurred or paid by Labeltronix in exercising any right, power or remedy authorized by this security interest, this Agreement, or by law. Labeltronix reserves the right to charge interest at the rate of 1½ percent per month on accounts paid outside the credit terms. At the request of Labeltronix, Buyer agrees to enter into Labeltronix' standard form security agreement, to supplement, at Labeltronix option, the terms of this security interest. This Agreement and the security interest hereby granted, which may be supplemented or modified by the terms of a more comprehensive security agreement entered into between Buyer and Labeltronix, shall be governed by California Uniform Commercial Code and California law.

Cancellation: Labeltronix may not cancel orders except upon written agreement. Canceled orders will be subject to cancellation charges as specified by the manufacturer, to cover costs of manufacture, administration and handling. Any custom products produced for a specific customer must be paid for by customer and can not be cancelled by customer without payment-in-full.

Shipment: All orders are shipped FOB Labeltronix' shipping point or other locations designated by Labeltronix. Outbound freight charges are prepaid by Labeltronix and added to buyer's invoice.

Taxes: Orders shipped to a location within California are subject to sales tax as mandated by the California State Board of Equalization. The actual amount of sales tax will be determined, based on the "Ship to" location, the product or service ordered, and the quantity shipped. If you require the exact amount of sales tax at the time of the quote, please work with your sales or customer service representative.

Inspection and Acceptance of Merchandise: Buyer is responsible for evaluating received merchandise for final acceptance. All claims for damaged shipments must be made directly with the carrier within 72 hours. Damaged shipments should be held in condition received until inspected by carrier. Claims for incorrect shipments or omissions must be made with the Labeltronix within ten (10) days of shipment.

Returns: Sales are final on all Custom manufactured products. All other merchandise may be returned within the first thirty (30) days after date of shipment from Labeltronix only if it is in new, unused condition and in original packaging with all documentation, accessories and the RMA # written on the outside of every box being returned. A restocking fee up to 15% will apply to all returns.

Limitations of Damages or Buyer's Remedies: The merchandise sold is warranted to be free from defects in material and workmanship for a period set forth by the manufacturer, pursuant to the manufacturer's limited warranty to repair or replace defective merchandise. NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE BY LABELTRONIX. IN ALL OTHER RESPECTS THE MERCHANDISE IS SOLD "AS IS", AND WITHOUT ANY CLAIM OR RIGHT FOR SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES AND LABELTRONIX EXPRESSLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Application Assistance: While we provide application assistance as a courtesy, it is up to the Buyer to determine suitability of the product in the application.

To:

Subject: Resale Certificate

If your purchases from Labeltronix are for resale, and you do not want us to add tax to your invoice, the State of California requires that you provide us with the information listed below. Please be sure to answer the following questions.

1. Sellers Permit Number
2. What you are in the business of selling
3. The items you will purchase from us for resale.

Note: If you purchase an item from us that is not listed on the form, it will be taxed.

4. Signature

If we do not have a card on file for you, you will be responsible for the sales tax on all items purchased from LABELTRONIX. This is a requirement of State Law.

If you have any questions, please call our Accounting Department at (714)516-2300. Our fax number is (714) 516-2325

RESALE CERTIFICATE

FIRM NAME: _____

I HEREBY CERTIFY,

That I hold a valid sellers permit No: _____

Issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling: _____

That tangible personal property described herein which I shall purchase from: LABELTRONIX and will be resold by me in the form of tangible personal property; PROVIDED, however, that in the event any such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased (please mark only items that will be RESOLD. All other purchases will be subject to sales tax).

LABELS _____ RIBBONS _____ SECURITY TAGS _____ HARDWARE _____ SOFTWARE _____

Dated: _____ 20____ Signature: _____

At _____ by and Title: _____

Phone: _____ Address: _____