

**CONFIDENTIAL BUSINESS TERMS
ACCOUNT APPLICATION**



**All fields must be completed. Signature and date required.
FAX Application to 954-917-7337 or EMAIL to ar@seesinc.com**

SOLD TO:

SHIP TO:

Corporate Name	Address
(DBA) Trade Name	City, State, Zip
Address	Accounts Payable Contact
City, State, Zip	A/P Phone & Email
Phone Number	Fax Number
Name of Purchaser	Purchaser's Phone & Email

BUSINESS INFORMATION

Description of Business: _____ Year Established: _____
[] Corporation [] Partnership [] Proprietorship Approximate number of elevators on maintenance: _____
Average total spend on "Service Based" Monthly Purchases from all current supply base: \$ _____
Check all areas of business capability that apply: Maintenance [] Modernization [] New Construction []
Do you have a resell or tax-exempt certificate? _____ If yes, please include a copy of your certificate with this application. Until that is received, we will consider your account taxable.

OWNER/OFFICER INFORMATION

Name & Title	Name & Title
Home Address Own[] Rent[]	Home Address Own[] Rent[]
City, State, Zip	City, State, Zip
Home Phone/Cell Phone	Home Phone/Cell Phone
Email Address	Email Address

BANK INFORMATION

Bank Name	Branch Phone number
Address	Bank Contact
City, State, Zip	Business Checking Acct. #

ACTIVE TRADE REFERENCES (Please list the names of your major suppliers from whom you buy on open account.)

Company Name	E-Mail address
Phone:	Fax:
Company Name	E-Mail address
Phone:	Fax:
Company Name	E-Mail address
Phone:	Fax:



CONFIDENTIAL CREDIT APPLICATION

TERMS & CONDITIONS

The person named above ("**Buyer**") provides this Confidential Credit Application to S.E.E.S., Incorporated ("**SEES**"; and collectively with Buyer, the "**Parties**"; and each a "**Party**") for SEES' evaluation of possible credit extensions and sales to Buyer pursuant to the following Terms and Conditions (the "**Terms**"):

1. Notwithstanding any Buyer request, SEES may, at any time, for any reason, and without notice, terminate Buyer's credit privileges under these Terms except to the extent prohibited by law.
2. Buyer's purchases from SEES shall be subject to these Terms and the terms of any SEES orders, invoices or other documents evidencing Buyer's obligations to SEES (the "**Order Documents**"), which the Parties incorporate herein by reference. These Terms and the Order Documents (collectively, the "**Agreement**") comprise the entire agreement between the Parties and supersede all prior or contemporaneous written or oral understandings, agreements, negotiations, and communications. The Agreement supersedes all Buyer general purchase terms and conditions, regardless of whether Buyer has submitted a purchase order or such terms. SEES expressly rejects Buyer's general terms and conditions of purchase, and SEES' fulfillment of any Buyer's order does not constitute SEES's acceptance of such terms and conditions or modify the Agreement.
3. Each time Buyer's bank returns a check or other form of payment from or on behalf of Buyer as unpaid, Buyer shall pay to SEES upon demand \$35.00. If SEES' bank returns a check or other form of payment a second time, Buyer's payment to replace such check or other payment and all fees must be in cash, cashier's check, or money order. SEES will waive the return payment fee if Buyer provides a letter from its bank (in form acceptable to SEES) stating the bank returned said check or other payment due to bank error.
4. Buyer may not assign, transfer, or delegate any of its rights, interests, or obligations under the Agreement unless it obtains SEES' prior written consent. Any assignment, transfer, or delegation in violation of this Section is void. No assignment, transfer or delegation relieves Buyer of any of its obligations under the Agreement. The Parties deem a transfer of more than twenty percent (20%) of Buyer's ownership interests without SEES's prior written consent to be a transfer in violation of the Agreement.
5. Buyer shall notify SEES immediately if there are any changes in the information provided in these Terms, including, without limitation, a change in financial condition, phone number, address, or ownership by registered mail, return receipt requested. SEES requires a new credit application from each new owner of Buyer's business. Buyer remains responsible for all orders placed under these Terms even if Buyer has sold its business to another person.
6. SEES reserves the right to require Buyer to provide updated information upon SEES' request.
7. Based upon the credit line granted, SEES may require Buyer to have a person acceptable to SEES personally guarantee Buyer's payment and performance obligations under the Agreement.
8. Buyer and any guarantor of the obligations hereunder are jointly and severally liable for Buyer's payment obligations hereunder.

LIMITED WARRANTY. All sales are final, subject to any warranty provided. SEES passes to Buyer all manufacturer warranties provided for products Buyer purchases from SEES (the "**Products**") that a third-party manufactures ("**Third-Party Products**"). SEES limits its liability on Third-Party Products to the manufacturer's warranty and is not responsible for any consequential, direct, or indirect damage resulting from the application and use of Third-Party Products. SEES warrants all SEES manufactured Products ("**SEES Products**") to be free from defects in material and workmanship for a period of twelve (12) months from the invoice date. SEES limits its liability for SEES Products to furnishing, on an exchange basis, FOB shipping point, replacement for part(s) which Buyer has promptly reported and SEES has inspected and confirmed to be defective. In no event whatsoever shall SEES be liable for indirect, consequential, incidental, or special damages, including, without limitation, personal injury, or property damage. The sole and exclusive remedy, and the limit of SEES' liability for any type of loss shall NOT exceed the price Buyer pays for the Product on which Buyer makes the claim. SEES shall not be responsible for any loss, damage, labor charges, injuries, loss of income, incidental and consequential damages, or any loss whatsoever connected therewith. SEES' catalog is for reference only. SEES makes no representation or warranty as to the information therein. While SEES intends for the information in its catalogs to be accurate, SEES cannot guarantee its accuracy. SEES uses OEM part numbers for identification purposes only. The warranties under this section do not apply where the Products have been: (a) subjected to abuse, misuse, neglect, negligence, accident, abnormal physical stress or environmental conditions, use contrary to any instructions issued by the manufacturer of the Products, or improper testing, installation, storage, handling, repair, or maintenance; (b) reconstructed, repaired, or altered by anyone other than the manufacturer or its authorized representative; or (c) used with any third-party product or hardware that has not been previously approved in writing by the manufacturer thereof. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, SEES MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY: (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (III)

WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SEES, OR ANY OTHER INDIVIDUAL OR ENTITY ON SEES' BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION.

RETURNS. SEES accepts returns for any unused Product in original packaging without a restocking fee if the Product arrives at SEES' shipping location within 30 days after its invoice date. The following restocking fees apply to Product returns (Products must be in new, unused, resaleable condition with all original packaging, labels, manuals, and accessories) more than 30 days after its invoice date: 15% for such returns between 31-60 days; 25% for such returns between 61-90 days; 35% for such returns between 91-120 days (in each case after its invoice date). Returns of any Product more than 120 after its invoice date must be pre-approved and is subject to a 45% restocking fee. Products returned without original packaging may be refused or subject to additional restocking charges. Additional testing fees and freight charges may apply to any such returns. Some Products including, without limitation, PC Boards, "cut to specific lengths" cable and wire, and custom orders are ineligible for return. SEES' packing slip includes a return section that Buyer must complete and send with any return. Otherwise, SEES requires an issued RMA. If Buyer receives a damaged box and/or part(s), Buyer must provide SEES with written notice of same within 48 hours. The person or entity whose shipper account was used to order a damaged Product or Product box is responsible for processing the damage claim with the carrier. Buyer should retain all pictures and packaging until it resolves its claim. Buyer must report any defective Products received within 14 days of receipt.

TITLE AND RISK OF LOSS. Title and risk of loss pass to Buyer upon delivery of the Products to Buyer or the carrier delivering the Products to Buyer. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to SEES a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Florida Uniform Commercial Code. Buyer authorizes SEES to file any UCC-1 Financing Statements with any governmental filing office SEES deems necessary or appropriate to perfect SEES' security interest in any Products purchased under the Agreement.

PRODUCT SUITABILITY: Many states and localities have codes and regulations governing sales, construction, installation, and/or use of Products, which may vary from those in neighboring areas. While SEES attempts to assure that the Products comply with such codes, SEES cannot guarantee compliance and is not responsible for how Buyer or its agents or customers install or use a Product. Before purchasing and using a Product, Buyer shall perform due diligence to ensure that the Product, installation, and use comply accordingly. Buyer accepts all responsibility for suitability of the Products.

PRODUCT PRICING: Product prices are subject to change without notice. All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided that, Buyer shall not be responsible for any taxes imposed on, or with respect to, SEES' income, revenues, gross receipts, personnel, or real or personal property or other assets.

ACCEPTANCE OF TERMS & CONDITIONS: Buyer shall: (a) pay for all charges referenced on the invoice on a net 30 day basis or upon such other terms set by SEES in writing from time to time; (b) pay a late charge equal to one percent (1%) per month or eighteen percent (18%) annually on any payment not made when due under the Agreement; (c) pay upon demand all of SEES' costs and expenses of collecting any amounts not paid when due hereunder, including, without limitation, attorneys and paralegal fees incurred pre-trial, at trial, on appellate review and in bankruptcy, court costs, filing fees, and all other collection related expenses incurred by SEES; (d) commence and maintain any actions, claims and proceedings related to the transactions contemplated under the Agreement exclusively in Broward County, Florida; and (e) and does submit to the personal jurisdiction and venue of the Florida courts sitting in Broward County, Florida. Florida law shall govern the Agreement.

TERMINATION. In addition to any remedies that may be provided under these Terms, SEES may terminate the Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under the Agreement; (b) has not otherwise performed or complied with any of its obligations under the Agreement, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FORCE MAJEURE. SEES shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, when and to the extent such failure or delay is caused by or results from acts beyond SEES' control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, hurricanes, tornadoes, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) order or action by any governmental authority or requirements of law; (e) embargoes or blockades in effect on or after the date of the Terms; (f) national or regional emergency; and (g) strikes, labor stoppages or

slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials.

WAIVER. No waiver by SEES of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by SEES. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement by SEES operates as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder by SEES precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege by SEES.

By signing for Buyer below, the person(s) signing certify(ies) that the above information is true and correct to the best of his/her knowledge and further agree(s) that a facsimile or email version of these Terms shall be as binding upon Buyer as if it were an original, wet-signature copy. Buyer: (a) shall supplement the information in the Terms upon receiving SEES's request; (b) grants its permission to SEES and/or its agents to verify and/or supplement the information stated in the Terms (as supplemented); and (c) acknowledges that SEES may use third parties for credit verification services, to obtain Buyer information, and to make credit decisions.

SIGNATURE AUTHORITY. Unless Buyer is a governmental entity, educational institution, hospital, healthcare system, or other institutional purchaser, this Agreement must be signed by an owner, partner, member, manager, or corporate officer authorized to bind Buyer. An institutional purchaser may have the Agreement signed by an authorized purchasing, finance, contracting, or administrative representative.

The person(s) signing below certify(ies) that he/she is(are) authorized to bind Buyer to the terms of the Agreement.

Signature	Date
Printed Name	Title
Signature	Date
Printed Name	Title
For Office Use Only	
Terms	Account #
Credit Limit	Sales Rep



Personal Guarantee

In consideration of the benefits the undersigned (the “**Guarantor**”) derives from the transactions under the Confidential Credit Application and the orders and other documents referred to therein (collectively, the “**Agreement**”) between SEES and _____ (the “**Obligor**”), and to induce SEES to enter into the Agreement, the Guarantor, as principal obligor and not merely as surety, hereby absolutely, unconditionally and irrevocably guarantees to SEES the payment of all Obligor’s obligations under the Agreement, plus all costs, expenses and fees (including reasonable fees and expenses of SEES’ counsel) in any way relating to the enforcement of SEES’ rights hereunder (collectively, the “**Obligations**”). Guarantor agrees that, whenever Obligor does not pay any Obligations as and when due, Guarantor shall promptly pay such Obligations to SEES upon SEES’ written demand upon Guarantor at the address below. This is a guaranty of payment and not collection. SEES has no obligation to enforce its remedies against the Obligor or under the Agreement before enforcing this guaranty.

Guarantor agrees that this guaranty is irrevocable and continuing in nature and applies to all presently existing and future Obligations, and further agrees that his/her/its liability hereunder shall not be discharged or impaired by (a) any amendment to the Agreement; (b) any bankruptcy, insolvency, reorganization or other event of Obligor that results in any payment of the Obligations being voided, rescinded or returned by SEES, in which case this guaranty shall be reinstated; or (c) any circumstances whatsoever that constitute a defense or a legal or equitable discharge of a guarantor or surety, whether foreseen or unforeseen. Guarantor hereby unconditionally and irrevocably waives each such defense and any right to revoke this guaranty. All obligations of Buyer and any guarantor of the Obligations are joint and several.

_____, individually
Print Name: _____ Date: _____
Address: _____
Email: _____

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