

# APPLICATION AND AGREEMENT FOR OPEN ACCOUNT

We must have **ALL** items completed before we can process your application.

Napco Security Technologies, Inc. and subsidiaries, 333 Bayview Ave, Amityville, NY 11701, Tel.: (631) 842-9400

We will be buying from (please check all that apply): -Napco -Alarm Lock -Marks -Continental

## FAX OR EMAIL COMPLETED APPLICATION AND SALES TAX EXEMPTION/RESALE CERTIFICATE TO:

- Napco/Alarm Lock/Marks: (631) 789-2211 or [taiosa@napcosecurity.com](mailto:taiosa@napcosecurity.com)
- Continental: (631) 842-9135- or [Sruse@napcosecurity.com](mailto:Sruse@napcosecurity.com)

Complete Legal Company Name \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code & Phone No. ( \_\_\_\_\_ ) \_\_\_\_\_ Fax No. ( \_\_\_\_\_ ) \_\_\_\_\_ FEIN # \_\_\_\_\_

Person to notify when account is open (name and email) \_\_\_\_\_ DUNS #: \_\_\_\_\_

Shipping address (if different from above): \_\_\_\_\_

Year Established \_\_\_\_\_ Business Type: Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Other \_\_\_\_\_

Owners or Principal Officers:

1. Name \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_

2. Name \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_

3. Name \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_

## CREDIT AND BANK REFERENCES (One Bank and a Minimum of Four Trade references) - **Complete all information requested**

Bank \_\_\_\_\_ Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ ; Fax No.: ( \_\_\_\_\_ ) \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_ Account No.: \_\_\_\_\_

Trade References (MUST INCLUDE AT LEAST FOUR):

1. \_\_\_\_\_

Phone No: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax No:( \_\_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

2. \_\_\_\_\_

Phone No: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax No:( \_\_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

3. \_\_\_\_\_

Phone No: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax No:( \_\_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

4. \_\_\_\_\_

Phone No: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax No:( \_\_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

Napco Security Technologies Inc. and subsidiaries, (hereinafter referred to as "Seller") and applicant hereinafter referred to as "Buyer", agree as follows:

All sales are based only on the terms and conditions of sale as herein specified. Buyer's terms and conditions are superseded by Seller's terms and conditions unless otherwise specified and acknowledged in writing, and signed by an officer of Seller. Terms are net thirty days from date of invoice unless specified on the invoice by Seller. Past due invoices will be charged interest of 1 ½% per month from the due date.

The Seller shall be entitled to conduct credit searches of the Buyer as it deems necessary and Buyer authorizes any credit agency to release Buyer's credit information to Seller.

For all product sales, shortages or discrepancies must be reported in writing within ten (10) business days of date of invoice. No returns accepted. Returns, if authorized at Sellers sole discretion, are subject to a handling charge of 25%. All shipments are F.O. B. shipping point. Freight charges, when prepaid, will be added to the invoice. When delivered to the carrier, shipments and materials contained therein become the property of the Buyer, who assumes responsibility for risk of loss or damage in transit. Seller is authorized to deliver goods and material to Buyer's employees at Seller's place of business.

All non-product sales are final. For any non-product sales, any disputes or discrepancies must be reported in writing within ten (10) business days of date of invoice.

The Buyer guarantees the payment and performance of all obligations due the Seller arising from the date hereof, including, without limitation, amounts due the Seller from time to time for services provided or merchandise delivered by the Seller to the Buyer or any of its agents, including by direct delivery to the Buyer's place of business or to any other sites as directed by the Buyer, its agents or employees.

Should there arise any conflict between this agreement and Buyer's purchase order or any other documents, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. This agreement constitutes the full understanding of the parties and may not be amended or terminated, except in writing, signed by both parties.

In the event Seller institutes legal action including arbitration, to recover any monies owed by Buyer hereunder, the parties agree that the Buyer shall pay Seller's legal fees in the event that the Seller is awarded any monies from Buyer. The parties waive trial by jury in any action between them. Any action by Buyer or Seller, except for non-payment, must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings must be based on the provisions of this agreement.

Buyer authorizes Seller to file financing statement(s) any time and from time to time to secure any debt owed by Buyer to Seller. Buyer authorizes Seller to file a lien on any of Buyer's personal property, inventory, equipment, receivables, and funds on hand or on deposit as they may relate to any goods or services sold by Seller to Buyer as collateral for any such indebtedness.

The parties submit to the exclusive jurisdiction of New York and the parties agree that any action or arbitration between them shall be maintained only in the State of New York, County of Nassau. All service or process shall be permitted by regular mail delivered by the US Post Office or overnight carrier. At the option of either party any dispute between the parties shall be determined by arbitration.

Should any provision of this agreement be deemed void, all other provisions will remain in effect.

Buyer agrees that items or services sold to Buyer are subject only to the written warranties which accompanying the product or are posted on Napco's web site or in Napco catalogs, and Buyer agrees to look solely to such manufacturer warranty. If conflicts arise regarding the warranty the written determination of Napco will prevail. Copies of the warranties and specifications are available upon request. Defective products shall be returned for exchange only.

This warranty gives specific legal rights. You may have other rights which vary from state to state.

Buyer: \_\_\_\_\_  
(Print Business Name)

By: \_\_\_\_\_  
(Signature) (Title)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print name) (Home Telephone Number)

**The undersigned personally guarantees Buyer's performance of this agreement and agrees to all above terms and agrees to arbitrate any dispute as provided for in this agreement:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Home Address)