

Terms:

1. Invoices must be paid according to terms.
2. All orders will be shipped C.O.D. unless an "Open" account has been established.
3. Past due accounts are subject to C.O.D. shipments and/or orders being held.
4. Returned goods are subject to a 15% minimum restocking charge. See return policy below for additional terms.
5. Claims against this shipment must be made within three (3) days of receipt.
6. It would be difficult and impracticable to calculate the actual damages seller would suffer from buyer's failure or delay in paying amounts when due. Therefore, a charge of 2% per month is assessed on past due invoices. Under the circumstances, this charge constitutes a fair and reasonable estimate of seller's actual costs of handling past due accounts, including administrative expenses and cost of funds.
7. Seller shall be entitled to recover its reasonable costs and expenses in collecting past due amounts, including reasonable attorneys' fees and court costs.
8. This agreement shall be governed and construed in accordance with the laws of the state of California, and any disputes shall be settled in the county of San Diego.
9. Acceptance of any order from CLARK is acknowledging and agreeing to above terms.
10. There will be a \$20.00 service charge assessed on all returned checks. All orders will be held until monies are received.

Prices:

1. All prices are subject to change without notice.
2. All quotes and bids are good for 30 days unless otherwise specified.
3. Back orders on stock merchandise will be price protected. We cannot guarantee special order price protection.

Return Policy:

Customer returns must be pre-authorized for return by contacting your local branch or Inside Sales Representative. Credits will be issued for agreed upon items that meet the return policy guidelines as described below. CLARK Security Products, Inc. will not be responsible for items returned without authorization.

A return for full credit will be accepted if CLARK Security Products, Inc. has caused an ordering/shipping error.

In the case of a customer return that did not result from a CLARK Security Products, Inc. error, a minimum 15% restocking fee will be charged. All returns must meet the following standards:

- Items must have been purchased from CLARK Security Products within the last 45 days.
- Items must be normal stock items. Items special ordered from the factory, or one of CLARK's other services, are not normal stock.
- Returned goods must be returned in the original packaging, unused and in a condition to be resold (i.e. no extra marking, dealer price tags or labels)

The following products are not returnable: printed materials, software, cutter wheels, special orders and "close out sale" or "excess inventory" items.

Defective items will be subject to the terms of the manufacturer's warranty. CLARK Security Products implies no additional warranties on the products sold. Account credit cannot be issued until the manufacturer inspects these products and advises us that a defective condition covered by the manufacturer's warranty exists. However, we are willing to send the items to the manufacturer on your behalf. Please enclose the returned goods in a shipping box as opposed to the shelf box as address labels and shipping tags will inhibit CLARK Security Products's ability to resell the product.

Remittance Disclosure:

Payments which do not conform with this invoice, including but not limited to, payments bearing a restrictive endorsement, payments tendered in less than the amount of this invoice based on the alleged existence of any dispute, and/or non-conforming payments tendered in "full satisfaction" of the amounts owed under this invoice must be sent to 4775 Viewridge Ave., San Diego, CA 92123. In addition, any correspondence of any type regarding any dispute related to this invoice, including notice that a check will be tendered with a restrictive endorsement and that casing of the check will constitute and accord and satisfaction, or other notice of your intention to tender less than the full amount shown as owed under this invoice, must also be sent to the above-referenced address.

Thank you in advance for adhering to these guidelines. In doing so, we hope to provide you with quick efficient credits while protecting the quality of our product sold to our customers. Should you have any questions or concerns about our return policy, please do not hesitate to call your local branch.

**CFS West**

4775 Viewridge Avenue
 San Diego, CA 92123
 LOCAL • 858.505.1950
 NATIONWIDE • 800.854.2088
 FAX • 858.495.0775

CFS East

10390 Shady Trail, Ste 104
 Dallas, TX 75220
 LOCAL • 214.352.3644
 NATIONWIDE • 800.835.3548
 FAX • 214.351.5538

You may submit your application via email to: cust.finance@clarksecurity.com

Open _____ COD _____ Acct # _____
 Cr Limit _____ Sls Rep _____ Terms _____

CREDIT DEPARTMENT USE ONLY**ACCOUNT APPLICATION**

Company Name: _____ Date: ____ / ____ / ____

Have you had an account with us before? yes no Previous Account Number: _____

How long have you owned this business? _____ Business Class: Incorporated Partnership Sole Owner

What market do you serve? _____ Date of Incorporation: ____ / ____ / ____ State of Incorporation: _____

TYPE OF ACCOUNT REQUESTED: OPEN COD Credit Card Expected Monthly Purchases \$ _____

How many locksmiths do you employ? (include self) _____ Locksmith License Number: _____

DEALER INDUSTRIAL FEDERAL / GOVERNMENT CONTRACT HARDWARE

BUSINESS INFORMATION

BILL TO: Company Name: _____
 Mailing Address: _____
 City, State, Zip: _____

SHIP TO: Company Name: _____
 Street Address: _____
 City, State, Zip: _____

Cell Phone: (_____) - _____ - _____ Fax Number: (_____) - _____ - _____

Phone Number: (_____) - _____ - _____ SIC Code(s): _____

E-mail: _____ *Call 1-866-805-1691 for SIC code info.*

TRADE REFERENCES

Company Name: _____ Company Name: _____

Mailing Address: _____ Street Address: _____

City, State, Zip: _____ City, State, Zip: _____

Fax Number: (_____) - _____ - _____ Fax Number: (_____) - _____ - _____

Account Number: _____ Account Number: _____

NAME AND ADDRESS OF CORPORATE OFFICERS, PARTNERS OR SOLE OWNER

Name: _____ Title: _____

Street Address: _____

City, State, Zip: _____

Soc. Sec. Number: _____ - _____ - _____

Name: _____ Title: _____

Street Address: _____

City, State, Zip: _____

Soc. Sec. Number: _____ - _____ - _____

MARKETING CONTACT INFORMATION

For use in sending catalogs, product database diskettes, price books, new product information and specials / promotions

Marketing Contact: _____

E-Mail: _____

Phone: (_____) - _____ - _____

Street Address: _____

City, State, Zip: _____

Marketing Contact: _____

E-Mail: _____

Phone: (_____) - _____ - _____

INVOICING

All shipments go out with the invoice attached to the side of the box. This serves as both the packing slip and the invoice to pay from. Please check box if you require an additional copy of the invoice mailed to the billing address.

Send my billing address another copy of the bill.

P.O. AND TAX INFORMATION

Authorized Purchasing Agent(s) _____

P.O. Required on all orders: yes no

Will accept backorders: yes no Taxable: yes no

Will accept partial orders: yes no County: _____

**Resale Number: _____

ACCOUNTS PAYABLE INFORMATION

Accounts Payable Contact: _____

Phone: (_____) - _____ - _____ Ext. _____

Please complete additional information on the reverse side



CFS West
FAX • 858.495.0775

CFS East
FAX • 214.351.5538

Submit this application via email at: cust.finance@clarksecurity.com

Rev 1/25/10 CLARK

COMPANY TERMS

1. All invoices must be paid according to the terms stated on the invoice. Invoices not paid within such stated terms could establish a delinquent account status.
2. All orders will be shipped COD unless an "Open" account has been established.
3. Past due accounts are subject to COD shipments and/or orders being held.
4. Returned goods are subject to a 15% minimum restocking charge. See our Return Policy for additional terms.
5. Claims against any shipment must be made within three (3) days of receipt.
6. It would be difficult and impracticable to calculate the actual damages seller would suffer from buyer's failure or delay in paying amounts when due. Therefore, a charge of 2% per month could be assessed on past due invoices. Under the circumstances, this charge constitutes a fair and reasonable estimate of seller's actual damages, including administrative expenses and cost of funds.
7. Seller shall be entitled to recover its reasonable costs and expenses in collecting amounts owing under this contract, including reasonable attorney's fees and court costs.
8. This agreement shall be governed and construed in accordance with the laws of the State of California, and any disputes shall be settled in the County of San Diego, California.
9. Acceptance of any order from seller is acknowledging and agreeing to the above terms.
10. There will be a \$20.00 service charge assessed on all returned checks. All orders will be held until monies are received.

In consideration of extension of credit by CLARK Security Products, Inc., Applicant(s) (defined as Company, partners or owners), agree to the terms of sale as set forth herein. By signing this application, Applicant(s) hereby authorize CLARK Security Products, Inc. to investigate and confirm information supplied in this application, and consent to CLARK Security Products, Inc. obtaining a business credit report for the purpose of evaluating the credit worthiness of Applicant(s), and to report Applicants' credit experience to proper parties. CLARK reserves the right to establish credit limits and to revoke charge privileges with or without notice.

Date: / / Signature: X Title:

Signature: X Title:

CONTINUING GUARANTEE

I, residing at

(please print) Name of Guarantor Home address

for and in consideration of you extending credit at my request to:

Name of Company requesting credit

(herein after referred to as the "Company"), an entity in which I have a direct financial interest and/or of which I am an officer or agent, hereby guarantee, and promise to pay to CLARK Security Products, Inc. ("CLARK") on demand, in lawful money of the United States in immediately available funds, all amounts owed by Company to CLARK including amounts outstanding on account for products sold (collectively the "Company Obligations"). It is understood that this Guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I expressly acknowledge that this Guaranty is independent of the Obligations of Company and that CLARK may bring a separate action to enforce the provisions hereof against me without taking any action against Company. I expressly agree that, without notice to me and without obtaining my further consent and without affecting my liability hereunder, CLARK may renew, extend, modify, accelerate, pursue, compromise, increase, or otherwise alter the Company Obligations. I also agree that CLARK is not obligated to keep me informed of Company's financial condition or other facts relevant to its ability to pay the Company Obligations and that I will keep myself so informed. I also hereby expressly waive: (1) any defenses available to Borrower;(2) any defense based on an election of remedies; (3) any defense based on any statute or rule of law which provides that a surety's obligation must not be more burdensome or larger in amount than the principal's obligation; (4) any right of subrogation; (5) presentment, demand, protest and notice of any kind; and (6) the rights and defenses of Cal. Civ. Code Sections 2787-2855, inclusive, 2899 & 3433 or the similar laws of any other relevant jurisdiction. I also expressly consent to any modification or renewal of this credit agreement and to all renewals of extension of credit. Finally, I agree to pay all costs of collection including, but not limited to, reasonable attorney's fees and costs incurred by CLARK in connection with the enforcement of this Guaranty and the collection of any sums due hereunder, whether or not a lawsuit is involved. This Guaranty is delivered to and accepted by CLARK in the State of California and shall be governed by, construed and enforced in accordance with the laws thereof.

The undersigned consents to CLARK Security Products, Inc. obtaining a consumer credit report on the undersigned guarantor for the purpose of evaluating the credit worthiness of guarantor, in connection with this application for business credit.

Date: / / X Signature of Guarantor Soc Sec No. of Guarantor - -

Guarantor's percentage of Ownership in business of Applicant(s) %

This application must be completely filled out prior to account approval. It must be signed by a corporate officer, sole owner or all partners. All accounts are subject to recurring approvals of the credit department. CLARK Security Products, Inc. complies with the Equal Credit Opportunity Act (ECOA), the Fair Credit Reporting Act (FCRA) and other Anti-Trust regulations.