



Dear Purchaser,

Thank you for your order!

Your terms are currently pending. In order to proceed with an open credit account, please sign and submit our confidential credit application for approval. If your company has a credit reference sheet, please forward it with the completed credit application.

Please type or print the application completely and accurately, and include the correct telephone and fax numbers for all references. **If you are tax exempt, please include a copy of your resale tax exemption certificate. Please remember to sign the bottom of the page as this will serve as an authorization should any of your references, particularly banks and financial institutions, require this information.**

After your credit application has been processed and reviewed, terms will be applied accordingly. Please note that if credit references are not received and your order must be shipped immediately, your company has the option of paying with a credit card or accepting the merchandise as a C.O.D. shipment. All our shipments are subject to our standard terms and conditions, included with this letter.

We here at Clarion Safety Systems, LLC thank you for choosing us for your labeling needs and we look forward to developing a great relationship with you.

Sincerely,

Credit Department



CLARION SAFETY SYSTEMS
CREDIT APPLICATION FOR A BUSINESS ACCOUNT

Please complete the entire form or attach your company's information and trade references then sign at bottom.

BUSINESS CONTACT INFORMATION

Company Name:		
Contact Name:	Title:	
Phone:	Fax:	E-mail:
Company address:		
City:	State:	ZIP Code:

SHIP TO

Ship to address:	City/State:	ZIP Code:
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BILL TO

Bill to address:	City/State:	ZIP Code:
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CONTACT PERSON REGARDING PURCHASE ORDERS

Name:	Title:	Phone:
Email:		

CONTACT PERSON REGARDING INVOICE PAYMENTS

Name:	Title:	Phone:
Email all invoices to:		

BANK REFERENCE

Bank name:		
Bank address:	Phone:	
City:	State:	ZIP Code:
Dun and Bradstreet Number:		

BUSINESS/TRADE REFERENCES

Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:

AGREEMENT

Your signature acknowledges that you have read and understand the following terms and conditions, and fully intend to comply. The above information is herewith submitted for the purpose of opening and account and I hereby certify this information to be true.

SIGNATURES

Signature:		
Title:		
Date:		



TERMS AND CONDITIONS

Clarion guarantees to you, the original Buyer, that its safety signs and labels are free from defects in material or workmanship. Clarion limits its obligation under this warranty to credit the portion of the sale price or replacement of the product that is shown to Clarion's satisfaction to have been defective at the time Clarion sold it. All claims must be made within fourteen days from the date the product shipped from Clarion's headquarters.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON CLARION'S PART. UNDER NO CIRCUMSTANCES WILL CLARION BE LIABLE FOR ANY LOSS, DAMAGE, EXPENSE, OR CONSEQUENTIAL DAMAGE INCLUDING ANY CLAIM OF PERSONAL INJURY OR DAMAGE, INCURRED FROM THE USE, OR INABILITY TO USE, ANY OF CLARION'S PRODUCTS OR SERVICES.

Clarion makes no representations or warranties as to the sufficiency, legal or otherwise, of any of the products or services provided to the Buyer. If your safety sign designs contain a symbol, the symbol may or may not have demonstrated understandability for the users of your products. Clarion strongly encourages its customers to perform comprehension testing for their safety signs and labels prior to production or use in accordance with the ANSI Z535.3 Standard Criteria for Safety Symbols or ISO 9186. Verification of the accuracy of any and all translation is the responsibility of the purchaser. It is the responsibility of the manufacturer of a product to ensure that the product contains adequate warnings. Due to the variety of products and uses to which any product may be placed, it is impossible for Clarion to render any opinion as to the adequacy of any signs/labels it sells. Adequacy of warnings, as well as non-defective design, is the responsibility of the manufacturer. Clarion expects all its customers to contact their legal, engineering and risk management consultants to ascertain their responsibilities in the field of product safety, warnings, and product liability law.

The Buyer hereby agrees to indemnify, defend, reimburse, and hold Clarion and its employees harmless from any and all liability, claims, demands, suits, judgments, settlements, and causes of action and all costs, charges and expenses, including counsel fees associated therewith, incurred by or accruing against Clarion arising out of or in connection with injury or death of any person or damage to or loss or destruction of property which allegedly results from or is attributable to any defect or claim of defect, negligence or breach of warranty of any of the Clarion's products or services.

The copyright for all label/sign designs remain the sole property of Clarion. Clarion limits permission to the Buyer to use the Clarion label/sign designs for the Buyer's use for inclusion in a product's instructional material and on the labels/signs that Clarion manufactures.

Warranty and Representation

Buyer warrants and represents to Clarion that all copyrights, trademarks, marks, designs, drawings or other intellectual property provided by Buyer to Clarion in connection with production of products by Clarion for Buyer are the property of Buyer and do not infringe upon any copyright, patent, trademark, or proprietary right of any third party.

Indemnity

Buyer shall defend or settle, at its own expense, any claim or suit against Clarion arising out of or in connection with an assertion that any material furnished by Buyer to Clarion infringes any copyrights, patents, trademarks or other intellectual property rights, and Buyer shall indemnify and hold harmless Clarion from all damages, loss, costs, and attorneys' fees, incurred by Clarion as a result of such assertion of infringement. In the event that an allegation of infringement of intellectual property rights is made against Clarion, Clarion will (i) give Buyer prompt written notice of and control over the defense and settlement of any demand, claim, action or lawsuit for which Clarion believes it is entitled to indemnification under this paragraph and (ii) cooperate fully in such defense and settlement.

If any such claim of infringement of intellectual property rights has occurred or in Buyer's or Clarion's opinion is likely to occur, then Buyer may, in addition to indemnifying Clarion as set forth in the preceding paragraph and at its option and expense:

- (a) procure for Clarion the right to use the infringing data; or
- (b) modify the infringing material so that the same is no longer subject to any such infringement claim.

If neither of the foregoing solutions is available or chosen by Buyer, Buyer may request or Clarion may elect to cease the use of all in the infringing material. In such event, Buyer shall be obligated to compensate Clarion for all work done on behalf of Buyer with respect to such material prior to such termination.

**Leaders In The Design And Production Of Product Safety Signs And Labels
Member ANSI Z535 Committee – Chair US Tag to ISO/TC 145**