



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.

<b>BUSINESS CONTACT INFORMATION</b>			
Company Name:			
Contact Name:		Title:	
Phone:	Fax:	E-mail:	
Company address:			
City:		State:	ZIP Code:
<b>SHIP TO</b>			
Ship to address:		City/State:	ZIP Code:
<b>BILL TO</b>			
Bill to address:		City/State:	ZIP Code:
<b>CONTACT PERSON REGARDING PURCHASE ORDERS</b>			
Name:		Title:	Phone:
Email:			
<b>CONTACT PERSON REGARDING INVOICE PAYMENTS</b>			
Name:		Title:	Phone:
Email all invoices to:			
<b>BUSINESS/TRADE REFERENCES</b>			
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:	
<b>AGREEMENT</b>			
<b>Your signature acknowledges that you have read and understand the following terms and conditions, and fully intend to comply.</b> The above information is herewith submitted for the purpose of opening an account and I hereby certify this information to be true.			
<b>SIGNATURES</b>			
Signature:			
Title:			
Date:			

## TERMS AND CONDITIONS

Clarion guarantees to you, the original Buyer, that its products (safety signs, labels, tags and markings) 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 standard products are eligible for return for credit or replacement. However, removal of the Clarion tagline, product code, or part number from the product's design renders the product non-returnable without exception, including manufacturer defect. All claims must be made within fourteen calendar days of the product's receipt of delivery. A 20 percent restocking fee may apply. Custom products (defined as non-standard items) are not eligible for returns unless a manufacturing defect is present. Purchase orders for custom products are non-cancellable upon Clarion's receipt. Buyer shall purchase the entire quantity of product within the specified delivery date as defined in the purchase order.

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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 Clarion's products or services.

### **Intellectual Property**

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

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.

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.