



SECURE TOW

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Tualatin, OR 97062

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Email • Sales@SecureTow.com

www.SecureTow.com

Credit Application

Company Name			Date
Website		Phone	Fax
Billing Address	City	State	Zip Code
Shipping Address	City	State	Zip Code
Purchasing Contact	Email	Resale No.	Federal Tax ID/Social Security
Purchasing Phone	Nature of Business	Corporation Partnership Sole Proprietorship LLC	
Accounts Payable Contact	Phone/Extension	Accounts Payable Email	Purchasing Order Required? Yes No
Accountant Name	Address	Phone	Contact
Insurance Company	Address	Phone	Contact
1. Owner's Name	% Ownership	Title	Phone
2. Owner's Name	% Ownership	Title	Phone
3. Owner's Name	% Ownership	Title	Phone

Bank References

All Account Numbers and Phone/Fax Numbers with Contacts Required

Primary Bank Name and Address		Account Type Checking Savings	Account Number(s)	
Contact		Phone		Fax
Finance Reference #2	Account Number	Contact	Phone	Fax
Finance Reference #3	Account Number	Contact	Phone	Fax

Trade References

All Account Numbers and Phone/Fax Numbers with Contacts Required

Trade Reference #1	Contact	Phone	Fax
Address	City, State	Zip Code	Account Number
Trade Reference #2	Contact	Phone	Fax
Address	City, State	Zip Code	Account Number
Trade Reference #3	Contact	Phone	Fax
Address	City, State	Zip Code	Account Number
Trade Reference #4	Contact	Phone	Fax
Address	City, State	Zip Code	Account Number

GENERAL TERMS AND CONDITIONS OF SALE - Doc#090107

All sales by Seller are made pursuant to the following terms and conditions. No other or additional terms or conditions are or will be accepted.

ACCEPTANCE OF ORDERS - All orders, whether placed directly or through an agent, and all subsequent amendments thereto, are subject to a final approval and acceptance by Seller's main office.

LIMITATION OF WARRANTIES, REMEDIES AND DAMAGES - THE WARRANTY STATED BELOW IS GIVEN IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO PROMISE OR AFFIRMATION OF FACT MADE BY ANY AGENT OR REPRESENTATIVE OF SELLER SHALL CONSTITUTE A WARRANTY BY SELLER OR GIVE RISE TO ANY LIABILITY OR OBLIGATION.

Seller warrants that, on the date of delivery to carrier, the goods are free from defects in workmanship and materials.

THE BUYER'S EXCLUSIVE REMEDY AGAINST SELLER IN THE EVENT OF BREACH OF WARRANTY OR CONTRACT OR FOR NEGLIGENCE OR OTHERWISE WITH RESPECT TO GOODS SOLD SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS, F.O.B. SELLER'S POINT OF SHIPMENT. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AS THOSE TERMS ARE DEFINED IN SECTION 2-715 OF THE UNIFORM COMMERCIAL CODE, FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO BUYER. Upon discovery of an alleged defect, Buyer will immediately notify Seller who will advise of the location to which the product should be returned for inspection, by buyer. If Seller determines that return, repair or replacement is not feasible, Buyer's remedy shall be limited to a refund of the purchase price.

Any action against Seller for breach of warranty, negligence or otherwise must be commenced within one year after such cause of action accrues.

NO CLAIM AGAINST SELLER FOR ANY DEFECT IN THE GOODS SHALL BE VALID OR ENFORCEABLE UNLESS BUYER'S WRITTEN NOTICE THEREOF IS RECEIVED BY SELLER WITHIN TWELVE (12) MONTHS FROM THE DATE OF SHIPMENT.

Seller shall not be liable for any damage, injury or loss arising out of the use of the goods, if, prior to such damage, injury or loss, such goods are (1) damaged, over exposed to the elements or chemicals or otherwise misused following Seller's delivery to carrier; (2) not maintained, inspected, or used in compliance with applicable law and Seller's written instructions and recommendations; or (3) installed, repaired, altered or modified without compliance with such law, instructions or recommendations.

TERMS OF PAYMENT - Unless otherwise stated herein, payment of each invoice is required within thirty (30) days after date of shipment. Any balance unpaid after the required payment date shall be subject to a service charge of one and one-half percent (1.5%) per month from such date.

BUYER'S INSPECTION UPON RECEIPT OF SHIPMENT - Buyer shall inspect the goods as soon as received. If any loss or damage is discovered, Buyer must notify both the carrier and Seller at once. Seller is responsible for filing all claims with the carrier. Buyer will cooperate with Seller in filing claims with the carrier. If Buyer believes any goods fail to conform to the contract, Buyer shall give Seller written notice specifying the alleged nonconformity within five (5) service/sales days of delivery.

POLICY REGARDING RETURNED GOODS - No goods may be returned without prior written authorization from Seller's Inventory Manager. Seller reserves the right to limit the time during which returns may be authorized. Discontinued products, goods made to a customer's specifications or purchased specially for a customer are not returnable. Freight must be pre-paid by Buyer on all returns. Returned goods will be inspected by Seller and the credit to be allowed for such return, if any, shall be at Seller's absolute discretion. No credit will be allowed for returned goods which have been damaged or otherwise rendered unfit for resale. A twenty percent (20%) restocking and handling charge will apply to all goods accepted for return and any credit allowed will be further reduced on account of any freight charges paid by Seller and, where appropriate, a fee for repackaging. In no event will returns be authorized after six (6) months from invoice date.

If ordered goods are refused by Buyer or returned to Seller due to Buyer's failure to accept delivery, Buyer shall remain obligated to pay the purchase price and will reimburse Seller for all shipping fees incurred by Seller, and Seller shall be permitted to impose a twenty percent (20%) restocking charge.

PRICE ADJUSTMENTS - Amendments made by the Buyer to orders already placed shall, without formal notice to the Buyer, be subject to extra charges. If the estimated shipping date for the goods is more than sixty (60) days after date of order, the price of the goods are subject to increase by Seller.

TAXES - Any sales, use, excise, and other taxes applicable to this transaction and the goods and/or services furnished by Seller are not included in the price and shall be paid by Buyer when due. If Seller pays any such taxes, Buyer shall reimburse Seller upon demand.

INDEMNIFICATION AND SAFE OPERATION - Buyer shall comply with and require its employees to comply with directions set forth in instructions and manuals furnished by Seller and shall use and require its employees to follow such instructions and manuals and to use reasonable care in the use and maintenance of the goods. Buyer shall not remove or permit anyone to remove any warning or instruction signs on the goods. In the event of personal injury or damage to property or business arising from the use of the goods, Buyer shall, within forty-eight (48) hours thereafter, give Seller written notice of such injury or damage. Buyer shall cooperate with Seller in investigating any such injury or damage and in the defense of any claims arising therefrom.

If Buyer fails to comply with this section or if any injury or damage is caused, in whole or in part, by Buyer's failure to comply with applicable federal or state safety requirements, Buyer shall indemnify and hold Seller harmless against any claims, loss or expense for injury or damage arising from the use of the goods.

GOVERNING LAW - This agreement shall be governed by and construed under the laws of the State of Oregon.

DELIVERY AND DELAYS - Unless otherwise specified herein, deliveries shall be F.O.B. Seller's point of shipment and risk of loss shall pass to Buyer upon Seller's delivery to carrier. Seller reserves the right to impose handling fees if special handling or packaging is required. For shipments on which Buyer is paying freight, Buyer may specify use of any available carrier. For shipments on which Seller is paying the freight, selection of routing and carrier is at the option of Seller. No shipments by air will be made without Buyer's prior written authorization. No shipment will require Buyer's signed delivery receipt unless Seller has received Buyer's written instructions that delivery is to be conditioned on obtaining a receipt at least twenty-four (24) hours prior to Seller's delivery of shipment to carrier.

All shipping dates are approximate and Seller shall not be liable for loss or damage because of delays occasioned by labor disputes, damage to facilities, or failure of suppliers or subcontractors to meet scheduled deliveries or any other cause beyond Seller's reasonable control or making its performance commercially impracticable.

Seller may delay shipment of Buyer's order if any payments on Buyer's account are past due.

Notwithstanding other provisions hereof, if shipment is delayed at Buyer's request, the goods shall be deemed to be stored at Buyer's risk and expense and Seller may thereupon bill Buyer for the full price and storage costs. Buyer shall pay such bill within thirty (30) days after mailing thereof.

CHANGES AND CANCELLATION - Seller reserves the right to change or cancel any order whenever circumstances require allocation of production or delivery or Seller deems change or cancellation to be necessary to comply with applicable laws, ordinances, regulations, directives or administrative actions. Seller reserves the right to make changes in materials or design, which it determines, appropriate for the goods.

SECURITY INTEREST AND REPOSSESSION - Until full payment has been made therefore, Seller shall have a security interest in goods shipped to Buyer and the goods shall remain personal property. Upon request Buyer shall execute and deliver to Seller security agreements and financing statements or statements further evidencing Seller's security interest. Buyer authorizes Seller to file a financing statement or statements relating to the goods, without Buyer's signature thereon, as Seller may deem appropriate and appoints Seller as Buyer's attorney-in-fact for the limited purpose of executing (without requiring Seller to do so) financing statements in Buyer's name and performing other acts which Seller deems appropriate to perfect and continue its security interest and to protect and preserve the goods.

In the event Buyer defaults in making any payment due Seller, Seller in addition to any other rights or remedies provided by law, shall have the right, with or without legal process, to enter the place where said goods are located and to repossess the goods in accordance with the Uniform Commercial Code.

ASSURANCES - Shipment by Seller shall at all times be subject to the prior approval of Seller's Credit Manager and Seller may, at any time, decline to make shipment except upon receipt of prior upon other terms and conditions or security satisfactory to such personnel.

MISCELLANEOUS - This instrument constitutes the entire agreement between Seller and Buyer, superseding all previous understandings and writings regarding this transaction. Any amendment or modifications of this Agreement shall be void unless in writing and signed by Seller.

No delay or omission by Seller in exercising any right or remedy hereunder shall be a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights and remedies of Seller are cumulative. Sales made pursuant to this Agreement shall be governed by the Uniform Commercial Code as the same may from time to time be construed and in effect in the state wherein Seller has its main office.

ARBITRATION - All disputes that may arise between the parties regarding the interpretation of the contract and the legal effect of the contract shall, to the exclusion of any court of law, be arbitrated and determined in accordance with the latest Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceeding shall be held in the city in that state where the principal office of the Seller is located. The parties recognize and consent to the above mentioned arbitration association's jurisdiction over each and every one of them.

FREIGHT, SHIP & FILL POLICY

All orders should be placed with SecureTow's customer service department by phone, email or fax.

- Phone 1-833-843-3696
- Fax 1-503-692-3041

SecureTow strives to ship most standard item orders received by noon the same day. SecureTow utilizes UPS for small package shipments. For shipments on which the customer is paying the freight, any available carrier may be specified. If no carrier is specified, shipments will be routed to incur the lowest available transportation costs. For eligible prepaid shipments, the routing is at SecureTow's option. Written authorization is required for shipments on which the customer requests air, insurance or other non-standard services. All Express Mail, FedEx and UPS orders are waived from signature unless otherwise instructed via comments in your faxed order form, by email or phone. Freight charges are subject to handling fees.

SecureTow uses multiple stocking warehouses across North America to maximize part availability and minimize the time it takes for customers to receive orders.

Satellite stocking warehouses require 2 hour notice for will calls.

For most orders, SecureTow endeavors to ship the whole order from the location closest to the customer. SecureTow will only ship standard box quantities from satellite stocking warehouses. Quantities less than standard box quantities will ship from SecureTow's Tualatin, OR home office.

When it is not possible to ship the entire order from the closest shipping point, SecureTow, at its option, may split the order and ship from multiple shipping centers, incurring the lowest freight charges for the responsible party.

BACKORDER POLICY

Fulfillment

SecureTow's supply chain produces a very high order fill rate. However, a backorder is automatically created when the customer's request exceeds our inventory. In the event a standard item is backordered:

1. If the backorder will be longer than 21 days the customer will be contacted to verify that they would like to wait for the part. Effort will be made to find a substitute product within our line.
2. If the part is in stock in another warehouse and meets SecureTow's ship and fill policy, the customer will be contacted to approve applicable freight charges.
3. Regular updates are available via Customer Service on the current status of the backordered part.

Shipping and Handling

Once available and released for shipping, backordered product will ship immediately. If the original order qualified for prepaid freight, the backorder will ship prepaid. Often the customer is notified that the backorder is available and inquiry is made for additional material. Where convenient, SecureTow will add the freight to the customer's next prepaid order. In the unlikely event there is more than one backordered item and the original order qualified for prepaid freight, SecureTow will ship all backorders together in one shipment. Multiple backordered items shipped separately at the customer's request will not all qualify for prepaid freight.

Please Note

Customers are not charged for a standard backordered item until the time of shipment. Buyout products that are not stocked in SecureTow's warehouse that are backordered do not qualify for prepaid freight. When requested by the customer to split ship an order that includes standard items and Buyout or Special Order items, backordered items do not qualify for prepaid freight.

It is very important to us that you are completely satisfied with your entire order, every time. Please call customer service toll-free at 1-833-843-3696, with any questions or concerns.