

Date Approved

Taylor Security & Lock Co. Inc. ("Taylor")

8585 Atlas Drive

Gaithersburg, MD 20877

Application to Establish Commercial Credit

Approved by

Please type or print, and complete the entire application.

Full legal name of Business (the "Business")		Trade Name (if any)		Business Phone Number		Business Fax Number	
Street Address		City		State		Zip Code	
Billing Address (if different than Street Address)		City		State		Zip Code	
Taxpayer I.D.		State and Date of Organization		E-mail address (for invoices and mailings)		Type of Business	

Principal Owners/Officers *	Name of Owner/Officer	Address of Applicable Owner or Officer	Ownership Interest (if Owner)	Title (if Officer)
	Name of Owner/Officer	Address of Applicable Owner or Officer	Ownership Interest (if Owner)	Title (if Officer)

*Please include any person or entity owning ten percent (10%) or more, directly or indirectly, of the Business (and attach additional sheets if necessary).
 Has the Business or any Guarantor (as provided below), or any of Business's Owners or Officers, ever been involved in an insolvency proceeding? _____
 If yes, provide details on a separate sheet.

Bank and Trade References	Bank Reference	Address	Phone Number	Contact Person
		Checking Account Number		
	Trade Reference 1	Address	Phone Number	Contact Person
	Trade Reference 2	Address	Phone Number	Contact Person
	Trade Reference 3	Address	Phone Number	Contact Person

Estimate High Credit Anticipated: \$ _____ per month. Taylor shall extend credit to the Business as Taylor determines in Taylor's sole and absolute discretion. Taylor reserves the right to withdraw any credit granted Business at any time.

Guaranty	For value received, and as an express inducement to Taylor to extend credit to the Business, the undersigned (each a "Guarantor") hereby unconditionally and irrevocably guarantees to Taylor the prompt payment of any amounts due and owing to Taylor as a result of services and/or materials provided by Taylor to the Business, together with all costs incurred by Taylor, including reasonable attorneys' fees, in the event that Taylor seeks to enforce payment of any amounts due and owing to Taylor by the Business. In addition, the Guarantor hereby expressly waives diligence, presentment, demand, protest, notice of dishonor or protest or other notice of any kind whatsoever. The Guarantor hereby consents, without requirement of notice, to any extension of the time for payment or other modification of the term of the Business's agreement regarding services and/or materials provided by Taylor to the Business with respect to any waiver, exchange or surrender of any security therefore, and hereby waives any defense of invalidity or unenforceability of, the obligations guaranteed. No delay on the part of Taylor in exercising any right or remedy hereunder shall preclude Taylor's exercise thereof. For purposes of this Guaranty, facsimile signatures shall be deemed originals. Guarantor hereby authorizes Taylor to institute credit inquiries and otherwise investigate any and all information contained herein, as well as any other credit information about the Guarantor (the "Guarantor Credit Information"). Specifically, the Guarantor authorizes any person(s), credit reporting agencies, and/or entities which possess any Guarantor Credit information to furnish and/or fully discuss same with Taylor. Further, Taylor shall have the right at any time to disclose or discuss the Guarantor Credit Information with any person(s), credit reporting agencies, and/or entities. Guarantor does hereby release Taylor and any person(s), credit reporting agencies, and/or entities from any and all liability with respect to same.			
	Guarantor Signature	Date	Name	Home Address
				Social Security Number
				Date of Birth
	Guarantor Signature	Date	Name	Home Address
			Social Security Number	Date of Birth

Certification and Signature	The undersigned does hereby represent that the information set forth in this Application to Establish Commercial Credit ("Credit Application") is true and correct, that he, she, or they are duly authorized by the Business to enter into this Credit Application, and that by signing this Credit Application, the Business agrees to be bound to the terms and conditions set forth in this Credit Application, including the attached General Terms and Conditions (as same may change from time to time). Business hereby authorizes Taylor to institute credit inquiries and otherwise investigate any and all information contained herein, as well as any other credit information about the Business (the "Business Credit Information"). Specifically, the Business authorizes any person(s), credit reporting agencies, and/or entities which possess any Business Credit information to furnish and/or fully discuss same with Taylor. Further, Taylor shall have the right at any time to disclose or discuss the Business Credit Information with any person(s), credit reporting agencies, and/or entities. Business does hereby release Taylor and any person(s), credit reporting agencies, and/or entities from any and all liability with respect to same.		
	Signature, for Business:	Date	Name
			Title

GENERAL TERMS AND CONDITIONS

1. All sales made by Taylor Security & Lock Co., Inc. ("Taylor") are subject to the following terms and conditions, which such terms and conditions shall prevail over the inconsistent terms contained in any purchase order (or similar purchase documents) of any person or entity purchasing goods from Taylor ("Purchaser").
2. Purchaser agrees to pay Taylor within thirty (30) days of the date of any invoice from Taylor, except that Purchaser may take a two percent (2%) discount for cash payments made by Purchaser (payments by credit cards are ineligible) within twenty (20) days of the date of any such invoice. A finance charge equal to the lesser of two percent (2%) per month or the rate prescribed by law will be charged on any balance not paid by Purchaser within thirty (30) days of the date of any invoice from Taylor. A minimum Twenty-five Dollar (\$25.00) returned check charge shall apply to all of Purchaser's checks returned for insufficient funds. If Purchaser's checks are returned twice during any twelve (12) month period, Purchaser shall be required to pay for goods from Taylor on a C.O.D., cash only basis. Purchaser agrees to pay all collection costs, including actual attorneys' fees and any court costs, incurred by Taylor in connection with such collection of sums due.
3. Except as expressly provided otherwise, Purchaser shall be responsible for all freight charges. Shipments will be made via "best way". Most shipments will be shipped via UPS Ground. Stock orders exceeding One Thousand Dollars (\$1,000.00) will be shipped pre-paid.
4. Any person or entity (including any person guaranteeing another person or entity's obligations to Taylor) applying for credit from Taylor (each such person, entity, and guarantor being an "Applicant") hereby authorizes Taylor to institute credit inquiries and otherwise investigate any and all information reasonably required by Taylor to determine such Applicant's credit worthiness. Specifically, the Applicant hereby authorizes any person(s), credit reporting agencies, and/or entities which possess any credit information relating to the Applicant ("Credit Information") to furnish and/or fully discuss same with Taylor. Further, Taylor shall have the right at anytime to disclose or discuss the Credit Information with any person(s), credit reporting agencies, and/or entities. Applicant does hereby release Taylor and any person(s), credit reporting agencies, and/or entities from any and all liability with respect to same.
5. Prices, including prices in quotations made by Taylor, are subject to change without notice. All such quotations expire thirty (30) days from the date of issue, unless otherwise noted by Taylor.
6. Purchaser must notify Taylor of any damaged goods within two (2) days of Purchaser's receipt of same. In the event that Purchaser so notifies Taylor, Taylor may, at Taylor's option, either repair or replace the damaged goods, at Taylor's expense. Purchaser agrees to promptly return any damaged goods to Taylor's business office to enable Taylor to effect such repair or replacement. Any attempt by Purchaser to install or otherwise utilize the goods shall void this limited warranty. Taylor shall have no liability for delay or for special, indirect, exemplary, incidental, consequential or punitive damages or for any other loss. UNLESS OTHERWISE PROHIBITED BY LAW, THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY TAYLOR AND THERE ARE NO OTHER WARRANTIES OTHER THAN AS STATED HEREIN, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER NATURE; EXPRESS OR IMPLIED, OF DISCLAIMING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER SUCH EXPRESS OR IMPLIED WARRANTIES. PURCHASER ACKNOWLEDGES THAT THE REPAIR OR REPLACEMENT OF A DEFECTIVE OR FAULTY ITEM SHALL BE PURCHASER'S SOLE REMEDY. IN NO EVENT SHALL TAYLOR'S LIABILITY TO PURCHASER EXCEED AMOUNTS PAID OR PAYABLE BY PURCHASER UNDER THE AGREEMENT FROM WHICH SUCH LIABILITY (IF ANY) ARISES.
7. Except as expressly provided for herein, all returns for non-damaged stock goods shall be subject to the prior approval of Taylor. Provided that: (i) Taylor so approves the return of the stock goods; (ii) Purchaser returns such stock goods to Taylor within ten (10) days of the date of Purchaser's purchase of such stock goods; and (iii) Purchaser pays Taylor a restocking charge equal to twenty-five percent (25%) of the price of the such stock goods, then Purchaser may return such non-damaged stock goods to Taylor.
8. Taylor is not responsible for the shipping date of any special order items. Notwithstanding paragraph 7 to the contrary, special order items are generally non returnable. However, in certain circumstances, the manufacturer of a special order item may permit Purchaser to return a special order item; however, in such event, Purchaser shall be responsible for following such manufacturer's guidelines for returning any such special order item, including the payment, by Purchaser, of manufacturer's restocking charge (a charge that may exceed of 50% of the cost of such special order item).
9. Taylor shall extend to an Applicant such credit as Taylor determines in Taylor's sole and absolute discretion. Further, Taylor reserves the right at any time to discontinue or terminate the provision of credit to an Applicant at any time, without notice or cause, in Taylor's sole and absolute discretion.
10. Any claim or dispute arising under and/or in connection with any goods purchased by Purchaser from, or sold to Purchaser by, Taylor, shall be governed by and construed in accordance with the laws of the state of Maryland. Taylor, the Purchaser, and any guarantor of the obligations of any Purchaser, do hereby agree to be subject to the jurisdiction of, and agree that any legal proceeding arising between any of them (relating to the subject matter hereof) shall be tried in, the courts of Montgomery County, Maryland.