

DATE \_\_\_\_\_\_ BY \_\_\_\_\_

DATE \_\_\_\_\_\_ BY \_\_\_





Makers of Bighorn<sup>™</sup> and Rhino<sup>®</sup> Safes www.rhinosafe.com

		Customer Business an	d Credit Appli	<u>cation</u>		
Business Name:					2.27.14	
Mailing Address:						
List Other Locations	:					
Phone #:			Fax #:			
Sales Contact (Buye	r):		Accounts Payab	ole Contact:		
Email Address:			Website:			
Trade Organization	Memberships:					
		Type of Ov	vnership			
Check One: $\square$ Corp	oration $\square$ Partn	ership $\square$ Proprietorship	Other: (Spec	cify)		
		No. of Employees:				
Business License #:		DUNS #:	EIN:	Sales Ta	ax #:	
		Principal Own	ers/Officers			
Name	Position	Position Hom			Home Phone	
If requesting credit c		lit/Business Reference section need no Credit / Busines se provide references with whom you	ss References		sed on any credit card purchase.	
Company	Account #	Phone	Fa	ıx	Address	
	If requesting	g credit card terms only, the Banl Bank Ac		ed not be complete	d.	
Bank Name		Type of Account	Accou	unt #	Phone #	
consideration, the receipt a observance of each and eve from the Customer, includ "Guarantee"). My obligatio any right or remedy against business, merger, sale, or rethis Guarantee or to enforce Idaho, as the Vendor may el	and or providing goods and sufficiency of which any present and future of ing, without limitation, as under this Guarantee the Customer. I further eorganization of the Cuse any judgment obtained lect; and, by execu-tion	is hereby acknowledged, I hereby per- oligation, duty and indebtedness of the the obligation to pay timely the pur- shall not be reduced, eliminated, or oth- agree that this Guarantee shall not be tomer. This Guarantee shall be governous against me for breach of this Guarantee	credit terms and future of sonally and unconditional Customer to the Vendor that of the vendor of th	credit from time to tim lly guarantee the prom that shall at any time a s or services provided illure of the Vendor to a otherwise affected by a er the laws of the State state or federal courts liction and venue. I agr	RANTEE  The to the Customer, and other valuable opt and full payment, performance and full not in any manner be due to the Vendor by the Vendor to the Customer (this ssert any claim or demand or to enforce on bankruptcy, dissolution, cessation of of Idaho. Any litigation with respect to in Ada County, Idaho or Canyon County, see to reimburse the Vendor for any and	
DATE	BY		PRINT	NAME		
DATE	BY	BY PRINT NAME				
PLE	ASE READ AND SIGI	N THE FOLLOWING STATEMENT A	AFTER YOU HAVE CO	MPLETED APPLICAE	BLE SECTIONS	
information given in this app stated terms and to pay ser shall be governed by and co breach of this Agreement m Agreement, I/we irrevocabl	plication is true and accu vice charges on amount onstrued under the laws nay be brought in the st y submit to such jurisdion ou under this Agreement	rate, and any financial information subs spaid after invoice due dates at a rate of the State of Idaho. Any litigation v ate or federal courts in Ada County, Ida ction and venue. I/we agree to pay you and obtain a judgment against me. I/v	mitted correctly reflects m of 1.5% per month, or the vith respect to this Agree who or Canyon County, Id or reasonable attorneys' f	ny/our financial condition e maximum allowable ement or to enforce an laho, as you may elect; ees and costs arising f	of obtaining credit, I/we certify that the on. I/we agree to pay all invoices within rate, whichever is less. This Agreement y judgment obtained against me/us for and, by execu-tion and delivery of this rom any litigation in which you seek to made available to us or is available to	

TITLE

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## Minimum Advertised Pricing Policy/Agreement

RHINO METALS, INC. (RMI) actively supports the advertising and promotion of its products by its domestic dealers and sales representatives.

Effective November 1, 2013, a <u>NEW</u> Minimum Advertised Price (MAP) on all RMI products will be in effect. This policy applies to all dealers and sales representatives. We have implemented this MAP policy to preserve our strong reputation for providing customers with high value products and value after sales support. We greatly appreciate the efforts of all resellers to distribute our products and support their customers.

The MAP policy shall work under the following guidelines:

- 1. The MAP for select RMI products shall be no less than the published MAP price as published by RMI's Price List. MAP pricing is established by RMI and may be adjusted by RMI at its sole discretion.
- 2. The MAP policy applies to all advertisements of RMI products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, Internet or similar electronic media, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
- 3. The inclusion in advertising of free or discounted products (whether made by RMI or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the adver-tised price of the covered product below the MAP.
- 4. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- 5. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's retail location or over the telephone. RMI dealers and sales representatives remain free to sell these products at any prices they choose.
- 6. MAP does not establish maximum advertised prices. All dealers and sales representatives may offer RMI products at any price in excess of the MAP. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.
- 7. RMI's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than
- 8. Dealer agrees to hold all trademarks of RMI as the property of RMI and use advertising materials provided by RMI in an authorized manner only.
- 9. Intentional or repeated failure to abide by this policy will result in termination of dealership or sales representative. RMI does not intend to do business with dealers or sales representatives who degrade the image of RMI and its products. RMI will not provide prior notice or issue warnings before taking any action under this policy.

This MAP policy has been established by RMI to help ensure the legacy of RMI as a top producer of high quality home and office safes and accessories and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers and sales representatives have the incentive to invest resources into services for RMI customers.

Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below. Sales representatives of RMI products will supply a copy of the RMI MAP policy to any new or existing reseller to be filled out, acknowledged and returned to RMI. This form shall be signed and returned to RMI and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.

Dealership Name:	Agreed to and executed this	day of
Authorized Dealer's Name (Printed):		
Authorized Dealer's Signature:		

## **Freight Receiving Procedures**

Sometimes safes are damaged during shipment by one of our freight carriers and it is your responsibility to know when to reject the freight. Each safe is readied for shipment in its plastic cover, cardboard corner protectors and cardboard box. When we feel it is warranted, it may also have hardboard attached to all sides of the safe and shrink-wrapped. If you receive your shipment and notice the hardboard or cardboard box has been punctured or broken in any way, you should be wary of freight damage.

Inspect all safes upon delivery, noting any damage on the delivery receipt. If damages are not noted, there is limited recourse with the carrier. Possible freight damage may include fork-lift punctures. This will be obvious due to cracked or broken hardboard or cardboard box. Bent shipping feet can also be a sign of safe damage, drops, or mishandling but are not included as the actual safe, and therefore a safe cannot be refused due only to damaged shipping feet. Please be thorough in receiving freight. DO NOT let any other person who is unfamiliar with the proper method of receiving freight sign for the shipment until it has been checked. If you accept with damage, you are accepting the freight AS-IS. We do not give discounts for ANY freight damage- you must refuse all damaged freight. We will not accept freight returns unless they have been refused at time of delivery. If you refuse safes that are freight damaged, the freight company will be liable for all freight and will return the safes on the spot at their expense. If a safe(s) has been refused, please contact us for replacement.

## DropShip Freight Receiving Procedures please advise your dropship customer of these terms/conditions of delivery

Your dropship customer will be contacted by the delivery agent to set up an appointment for a 4-hour delivery window. Deliveries are made between 8 a.m. and 5 p.m. Monday – Friday.

"Curbside delivery" is included in the price, and provides for delivery made to the curb at the end of your driveway. Liftgate service is included in the delivery. Drivers do not assist with unpacking, set-up or moving freight beyond the curbside, or disposal of packing materials. Signature is required for delivery. Please note, if your customer lives down a road or driveway that the truck cannot access safely, delivery will not be completed.

At delivery, before they sign the delivery receipt and let the driver leave:

- 1. Ensure they have received every piece noted on the packing slip.
- 2. Inspect every piece individually. Make sure the carton has no exterior damage.
  - a. Damage to the carton would warrant further inspection prior to signing for the item.
  - b. If any damage has been found, make detailed notes on the delivery receipt.
  - c. They have the right to refuse the shipment if there is any freight damage to the product. The driver will take the item back if the shipment is refused
  - d. If they choose to refuse the shipment for damage, please call us at 1-800-701-9128, ext. 124 so that we may expedite a replacement.
  - e. If they choose to accept the shipment with damage, your customer is accepting the product as-is. No discounts or credits will be given for damaged product. However, your customer is eligible to file a claim with the carrier for damages. Please call us if we can assist your customer in preparing the claim.

Acknowledged by		Date:	
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