

Rhino Metals, Inc.

Customer Business and Credit Application Form

Please Submit Application to:
 Email: orders@rhinosafe.com
 Fax: (208) 459-0819
 Phone: (208) 454-5545

General Business Information

Legal Business Name:	Retail Business Name (dba):		
Mailing Address:	City:	State:	Zip:
Shipping Address:	City:	State:	Zip:
Phone #: () -	Fax #: () -		
Web Address:	No. of Retail Locations:		
Business License #: _____ DUNS #: _____ EIN: _____ - _____ Sales Tax #: _____			
Note: A copy of your business license, EIN form and state tax license must accompany application.			
Type of Business:	Corporation	Partnership	Proprietorship Other (Specify) _____
Years in Business: _____	No. of Employees: _____		

Receiving and Warehouse Information

Receiving Contact:	Residential Address: Yes No		
Shipping Address:	City:	State:	Zip:
Phone #: () -	Email:		
Liftgate Required: Yes No	Dock Receiving Hours:	Appointment Required: Yes No	
Site or Carrier Limitations:			

Name of Owners, Partners or Officers

Name:	Position:	Home Phone: () -
Home Address:	City:	State: Zip:
Name:	Position:	Home Phone: () -
Home Address:	City:	State: Zip:

Personnel Contact Information

Sales Contact:	Accounts Payable Contact:
Phone: () -	Phone: () -
Email:	Email:
Orders Contact:	Marketing Contact:
Phone: () -	Phone: () -
Email:	Email:

Credit / Business References

Company Name:	Account #:
Phone: () -	Fax: () -
Address:	City: State: Zip:
Company Name:	Account #:
Phone: () -	Fax: () -
Address:	City: State: Zip:
Company Name:	Account #:
Phone: () -	Fax: () -
Address:	City: State: Zip:

Please read and sign the following pages after completing above sections.

Personal Guarantee by Customer

Please do not include title when signing Personal Guarantee

In consideration of Rhino Metals, Inc. (hereinafter referred to as "Vendor") providing goods and services to above Business (hereinafter referred to as "Customer"), extending credit terms and future credit from time to time, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, Customer hereby personally and unconditionally guarantees the prompt and full payment, performance and observance of each and every present and future obligation, duty and indebtedness of Customer to Vendor that shall at any time and in any manner be due to Vendor from Customer, including, without limitation, the obligation to pay timely the purchase price of any goods or services provided by Vendor to Customer (hereinafter referred to as "Guarantee"). Customer's obligations under Guarantee shall not be reduced, eliminated, or otherwise affected by the failure of Vendor to assert any claim or demand or to enforce any right or remedy against Customer. Customer further agrees that Guarantee shall not be reduced, eliminated, or otherwise affected by any bankruptcy, dissolution, cessation of business, merger, sale, or reorganization of Customer. Guarantee shall be governed by and construed under the laws of the State of Idaho. Any litigation with respect to Guarantee or to enforce any judgment obtained against Customer for breach of Guarantee may be brought in the state or federal courts in Ada County, Idaho or Canyon County, Idaho, as Vendor may elect; and, by execution and delivery of Guarantee, Customer irrevocably submits to such jurisdiction and venue. Customer agrees to reimburse Vendor for any and all expenses (including reasonable attorney fees and costs) arising from any litigation incurred in connection with the enforcement of this Guarantee.

Agreed to and Executed Date:

Authorized Customer's Signature:

Print Name:

Verification of Application/Agreement by Customer

Vendor is authorized to contact the parties Customer has listed in this application for verification of credit worthiness. For purposes of obtaining credit, Customer certifies the information given in application is true and accurate, and any financial information submitted correctly reflects Customer's financial condition. Customer agrees to pay all invoices within stated terms and to pay service charges on amounts paid after invoice due dates at a rate of 1.5% per month, or the maximum allowable rate, whichever is less (hereinafter referred to as "Agreement"). Agreement shall be governed by and construed under the laws of the State of Idaho. Any litigation with respect to Agreement or to enforce any judgment obtained against Customer for breach of Agreement may be brought in the state or federal courts in Ada County, Idaho or Canyon County, Idaho, as Vendor may elect; and, by execution and delivery of Agreement, Customer irrevocably submits to such jurisdiction and venue. Customer agrees to reimburse Vendor for any and all expenses (including reasonable attorney fees and costs) arising from any litigation incurred in connection with collecting amounts owed under Agreement and obtaining judgment against Customer. Customer has read Agreement and a copy has been made available to Customer and available to Customer upon requesting same from Vendor's credit department.

Authorized Customer's Signature:

Print Name:

Title:

Agreed to and Executed Date:

Minimum Advertised Pricing Policy/Agreement

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

A Minimum Advertised Price (hereinafter referred to as "MAP") on all RMI products is 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 advertised 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 MAP.
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 products 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.

Authorized Customer's Signature:

Print Name:

Title:

Agreed to and Executed Date:

Freight Receiving Procedures

Sometimes products are damaged during shipment by one of our freight carriers and it is your responsibility to know when to reject the freight. Each product 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 product 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 products 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 product damage, drops, or mishandling but are not included as the actual product, and therefore a product 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 products that are freight damaged, the freight company will be liable for all freight and will return the products on the spot at their expense. If a product(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 that the truck cannot access safely, curbside 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 1-208-907-5839 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.

Authorized Customer's Signature:	Print Name:
Title:	Agreed to and Executed Date:

**This application must be completed, signed and returned to Rhino Metals, Inc.
In doing so will bind the reseller to abide by the requirements and procedures outlined in this document.**