



# RHINO METALS, INC

607 Garber Street Caldwell, ID 83605  
Phone: 800-701-9128 Fax: 208-459-0819

Makers of Bighorn™ and Rhino® Safes  
www.rhinosafe.com

OFFICE USE ONLY	
TERMS	_____
CREDIT LIMIT	_____
DATE APPROVED	_____
ACCOUNT #	_____
SALES REP	_____
CREDIT SCORE	_____
BANKRUPTCY:	_____
CHARGE OFFS:	_____
LATE PMNTS:	_____
NEW BUSINESS:	_____
APPROVED BY:	_____
RE-EVAL DATE:	_____

## CREDIT APPLICATION AND PURCHASE TERMS AGREEMENT

To apply for a Rhino Metals, Inc. account, please submit all of the following information:

1. This application, completed and signed by an officer/owner of the company.
2. A copy of your business/sales tax license.
3. A copy of a form of advertising. (business card, copy of phonebook listing, newspaper ad, etc)
4. A photograph of your business.

### COMPANY INFORMATION:

Company Name: \_\_\_\_\_ Primary Contact: \_\_\_\_\_

EFX ID (if known) \_\_\_\_\_ Federal Tax ID, SSN or 501(c)3: \_\_\_\_\_

IF NOT FOR PROFIT, CHECK THIS BOX  (Sales tax is applicable to 501(c)3 organizations)

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Shipping/Store Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Number of Years at this Location: \_\_\_\_\_ URL (Website Address): \_\_\_\_\_

Number of Employees: \_\_\_\_ How Long in Business: \_\_\_\_ years \_\_\_\_ months (personal guarantee required if less than 5 years)

Gun & Tackle: \_\_\_\_\_ General Sporting Goods: \_\_\_\_\_ Other: \_\_\_\_\_

Total retail space (square feet): \_\_\_\_\_

Normal business hours: \_\_\_\_\_ Receiving hours: \_\_\_\_\_ Liftgate required Y / N

Estimated Number of Safes Sold Per Year: \_\_\_\_\_ Number of Safes on Display: \_\_\_\_\_

Best Selling Safe Line and Model: \_\_\_\_\_ Average Price: \_\_\_\_\_

Desired Credit Limit: \_\_\_\_\_ **(NET 30 OAC)**

Is the Company affiliated with a buy group association? YES NO (circle one)

If yes, please provide buy group name \_\_\_\_\_ and member number \_\_\_\_\_

### PRINCIPAL (OWNER) OR GUARANTOR INFORMATION:

Check one: \_\_\_\_ Principal \_\_\_\_ Guarantor

First name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Suffix: \_\_\_\_\_

Or

If Guarantor is a company, Company name: \_\_\_\_\_

Federal Tax ID or SSN: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Has the company or any of its principals/owners and or guarantors been involved in a bankruptcy proceeding (circle one) YES / NO If Yes, please describe the circumstances: \_\_\_\_\_

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**TRADE REFERENCES**

PLEASE LIST 4 REFERENCES WITH WHOM YOU HAVE DONE BUSINESS ON CREDIT TERMS FOR AT LEAST SIX MONTHS.

NAME \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

NAME \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

NAME \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

NAME \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

**BANK INFORMATION**

BANK NAME \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX# \_\_\_\_\_

BANK NAME \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX# \_\_\_\_\_

**PARTIES HEREBY AGREE THAT ALL PURCHASES MADE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

1. I hereby certify that I have the authority to apply for credit on behalf of Applicant(s) identified above and the Applicant(s) hereby authorize Rhino Metals, Inc. (Creditor) to investigate Applicant(s) credit history, bank references and any other sources of information deemed necessary to extend credit as allowed by the Federal Credit Reporting Act and applicable State law, or International Treaty, and I will obey all laws, including without limitation, the U.S. Foreign Corrupt Practices Act and Export Administration Act, if applicable.
2. All sales are considered final. Returns, other than for defective product, are at the sole discretion of the Creditor and require a return authorization number (RA) from the Creditor's customer service department.
3. Invoices will not be discounted for freight damaged product.
4. Credit Applicant(s) agrees to inspect product for freight damage, upon receipt, and to file freight claims with the freight carrier within the time limits set by the freight carrier.
5. Authorized returns, excluding defective product and errors on the part of the Creditor, will be assessed a 15% restocking charge and applicable freight.
6. Credit Applicant agrees to pay invoices in accordance with the Creditor's terms of sale, which are Net 30 days from date of invoice unless specified otherwise on invoice.
7. Credit Applicant(s) shall be responsible to pay to Creditor a service charge of 1.5% per month (which equals 18% per annum) or the highest rate permitted by law, on any unpaid balance due over thirty (30) days).
8. Credit Applicant(s) is responsible for all costs of collection including reasonable attorney's fees incurred by Creditor in collecting any amounts due it or enforcing its rights.
9. Credit Applicant(s) hereby gives a security interest to Creditor in all products purchased from the Creditor (no owned and hereafter acquired) to secure payment of any account balance owed.
10. Credit Applicant(s) affirms that all information herein together with all information submitted in connection with this application is true and accurate and that it will promptly notify Creditor if any information changes.
11. Credit Applicant(s) agrees to immediately notify Creditor's customer service department for all shortages, price discrepancies or freight disputes.
12. Credit Applicant(s) acknowledges that a service charge of \$75 will be applied to each check returned for insufficient funds.
13. Credit Applicant(s) agrees that any legal proceedings arising out of this Agreement will be governed by Idaho law and that any such proceedings will have venue and jurisdiction in Ada County or Canyon County, Idaho.
14. **Credit Applicant(s) agrees to pay a 3% processing fee on all Credit Card purchases (based on amount charged) or \$15 for wire transfer per transaction. There is no charge for ACH transfer or payment by cashier check.**

Rhino Metals, Inc, reserves the right to discontinue credit if the above terms and conditions are not met.

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Company Name

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Authorized Signature of Officer/Owner

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Printed Name and Title

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Date

**PERSONAL GUARANTEE OF INDEBTEDNESS\*\***

To induce Rhino metals, Inc. (hereinafter the "Seller") to approve this Credit Application and Purchase Terms Agreement with the above applicant (hereinafter the "Debtor") and in consideration of its so doing, the undersigned guarantor(s) does/do hereby jointly, severally, and personally guarantee all sums which may be owed by the Debtor to the Seller and performance of all the terms of the purchase by the Debtor.

Seller may enforce this agreement against the undersigned guarantor(s) or any of them, jointly, severally, whether or not any action is ever taken by it against the above debtor.

The liability of the guarantor(s) shall be primary and shall not be affected by the bankruptcy of the Debtor.

**Guarantor's Signatures (do not Inset Corporate titles)**

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Signature (personally and as an Individual)	Date	Type or Print Name	Social Security Number
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Address

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Signature (personally and as an Individual)	Date	Type or Print Name	Social Security Number
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Address

\*\*AS PREVIOUSLY STATED IN CREDIT APPLICATION, IF YOUR COMPANY HAS BEEN IN BUSINESS LESS THAN 5 YEARS, THE PERSONAL GUARANTEE MUST BE SIGNED TO BE CONSIDERED FOR CREDIT.

## **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: \_\_\_\_\_