

AGREEMENTS, TERMS AND CONDITIONS

1. The Customer indicated on the reverse side desires to purchase goods and services from Creditor, on open account, and agrees in consideration of the creation of the open account to be bound by the following terms and conditions. By this application, the Customer requests that an account be opened in the name of the Company and agrees to be liable for all charges to the account. Customer's signature(s) on this Application and Agreement for Business Credit constitutes Customer's acceptance of the terms and conditions herein. The signer(s) warrant that they are fully authorized to bind Customer to this agreement and Customer agrees to be bound by all the terms and conditions stated herein.
2. Creditor's decision to extend credit to Customer is based, in part, on the information provided in this application, and Creditor, The JLS Group, or its agent, is authorized to check Customer's assets and credit background. Customer authorizes the release of account ratings, average balances, returned item information, and any and all other credit history and experience to Creditor, The JLS Group, or its agent. Customer agrees to pay any and all charges, fees and costs that Customer or any authorized person incurs, on the Customer's account. Unless Customer notifies Creditor in writing within five (5) days of any unauthorized use of Customer's credit, Customer agrees that any other person who incurs charges on Customer's account is authorized to do so. Customer agrees that Creditor, in their sole discretion, may apply payments received in the following order: finance charges, interest, return check fees, account receivable management fees and/or collection costs, lien fees, outstanding invoices. Customer acknowledges that due to the volume of payments processed, Creditor is not able to view each remittance received before it is deposited. Therefore, Customer agrees that any restrictive or conditioning language added to any remittance will not be binding on Creditor. Customer grants to Creditor herein a specific power of attorney for Creditor to sign, endorse and negotiate for Creditor's benefit any and all joint checks payable to Customer and Creditor, with proceeds of said joint check credited to Customer's account with Creditor.
3. Creditor will mail to Customer at the address set forth on the first page of this application, a statement of account, if requested, which will show Customer's account activities, delinquency charges, and new balance. Customer agrees to notify Creditor in writing, within ten (10) days, of any change in address or ownership. Customer agrees to notify Creditor, in writing, of any error in the statement within ten (10) days after the date of that statement. If not so noticed, the statement shall be deemed to be correct, and accepted as rendered. All sums owing Creditor by Customer shall be paid in accordance with the terms and conditions expressed on the written quotation signed by Creditor and Customer or on Creditor's invoice. Whether or not expressed in said quotation or invoice, all past due sums shall bear an interest charge at the rate of one and one-half percent (1.5%) per month. A restocking charge of 15% will be made on all returned goods unless returned because of defect or error on Creditor's part. Return of non-stock items is subject to Creditor's approval and restocking charge. Claims must be made within five days and must be accompanied by the invoice. No allowances will be made for labor, damages or kindred claims. Past due notices may be sent to Customer by mail, email or facsimile.
4. Customer agrees that if Creditor is not paid on time, in accordance with Creditor's terms, Customer shall pay for all costs and expense incurred by Creditor in connection herewith. Should Creditor refer Customer's past due account to an Accounts Receivable Management Company for additional billing procedures or to a Collection Agency, Customer agrees to pay billing or collection agency fees equal to thirty percent (30%) of the past due balance or \$500.00, whichever is greater. Customer further agrees that if this account is referred to an attorney for collection activity and/or the initiation of a lawsuit, Customer will pay thirty three percent (33%) in addition to the principal, interest, and billing or collection agency fees, as and for Creditor's attorney fees incurred, whether suit is initiated or not. Customer agrees that the Application and Agreement for Business Credit is to be construed under the laws of the State of Arizona, and that if legal action is brought to enforce this agreement, that Maricopa County, Arizona, shall be the exclusive jurisdiction and legal venue for said action. Customer agrees to pay Creditor a \$25.00 service charge on each dishonored check returned to Creditor.
5. Customer agrees that any financial documents provided Creditor are true and correct, and will provide Creditor such documents, from time to time upon request. Customer warrants and represents to Creditor that the Customer is solvent and further agrees that such warranty and representation shall be continuing and shall be deemed to be made by Customer at the time of every purchase under this account.
6. Customer hereby waives any right that it may have against Creditor by reason of the fact that Creditor withholds shipments or delivery in the belief that its ability to collect is in doubt. This provision shall continue to be applicable notwithstanding anything to the contrary contained in any future invoice, statement, quotation or other writing between Creditor and Customer.
7. Customer hereby waives any claim not asserted in writing within fifteen days after delivery by Creditor for nonconformity to specifications or for nonconformity to quantity or quality ordered. It is specifically agreed that Creditor's liability for any express or implied warranty is limited to replacement of nonconforming material. Customer specifically waives all claims, except for replacement, against Creditor arising out of any transaction between Creditor and Customer.
8. Customer agrees that electronic signatures, digital signatures or certificates, have the same legal force and effect as written signatures. Customer agrees that a photographic, facsimile, email or other reproduction of this application and agreement for business credit is deemed sufficient to act as if it were an original. Customer authorizes Creditor to notify Customer by mail, email or facsimile, of special offers, sales, etc., from time to time; that Creditor feels may be of interest to Customer. Upon Creditor's acceptance, this agreement embodies the entire agreements of the parties. Should a court of competent jurisdiction find any clause in this Application and Agreement for Business Credit to be void, that clause shall be severed with all other provisions remaining intact and enforceable. No promise, representation or agreement made subsequent to the execution and delivery hereof, by either party hereto, and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification shall be valid unless the same be in writing signed by all parties hereto, or by their duly authorized agents.