

SCEPTRE INC.

16800 E. GALE AVE. CITY OF INDUSTRY, CA 91745

TEL: (626) 369-3698

FAX: (626) 369-3488 (Sales), (626) 968-6897 (Accounting)

RESELLER APPLICATION

SCEPTRE SALESPERSON: _____ @ _____ (extension) _____

Business (Legal) Name

☐ Proprietorship

☐ Partnership

☐ LTD Partnership

☐ Corporation

Doing Business As: _____

BUSINESS MAILING ADDRESS

Address: _____

Telephone: _____ Fax: _____ E-mail: _____

City _____ State _____ Zip Code _____ County _____

Delivery Address: _____ (if Multiple Delivery Address Please attach List)

If Subsidiary: Name, Address & Phone Number of Parent Company? _____

Estimated Monthly Purchases:	Amount of First Order:	Credit Line Required:
Will Accept First Order C.O.D.? <input type="checkbox"/> Yes <input type="checkbox"/> No Purchase Orders Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Special Billing Instructions: _____	

OFFICERS, PARTNERS OR OWNERS:

Title	Name	Residence Add, City, State & Zip Code	SSN:
_____	_____	_____	_____
_____	_____	_____	_____

Financial Contact / Title _____ Fed.I.D. No. _____

Account Payable Contact: _____ Resale Permit No. _____ D&B No _____

Are Financial Statement Available? ☐ Yes ☐ No

BANK

Name

Address, City, State & Zip Code

Contact Phone #

ACCT.#

Are your A/R or Inventories Pledged As Security?

To Whom

Do you have any Outstanding UCC Security Agreements?

To Whom

Business Started:

Years at Present Location:

☐

Own

☐

Rent

Lease Expires:

TRADE REFERENCES (LIST ONLY NAME OF FIRMS WHICH YOU BUY FROM ON OPEN ACCOUNT)

Name

Account Number

Credit Contact

Fax No.

Phone No.

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Additional Comment:

The undersigned hereby authorized Sceptre Inc. to make such inquires as necessary to obtain credit information and authorize our bank(s) of record to release information regarding our account(s). Upon failure of buyer to pay any indebtedness to Sceptre Inc. when due, or the buyer become bankrupt, or is deemed to be insolvent at any time by Sceptre Inc. Sceptre Inc. may declare the entire balance of all indebtedness in default. In this event upon notice to buyer, the entire balance of all indebtedness shall become immediately due and payable. In the event of delinquency or default of buyer, buyer agrees to pay Sceptre Inc. standard late charges plus reasonable collection costs and attorney fees incurred by Sceptre Inc. Any statement contained on any purchase order or similar document which is not specifically approved or acknowledge in writing by Sceptre Inc. will not be considered part of the agreement between the parties and no unauthorized charge backs or deductions will be allowed. The above information is certified be true and correct, and submitted in support of and as part of the application for credit herein.

NAME & TITLE (must be owner or authorized manager)

SIGNATURE

DATE

SCEPTRE INC.
TERMS AND CONDITIONS OF SALES

1. **ACCEPTANCE** - The acceptance of all purchase orders by Sceptre ("Sceptre") is expressly made conditional upon Buyer's assent expressed or implied to the terms and conditions set forth herein without modification or addition. Buyer's acceptance of these terms and conditions shall be indicated by: (a) Buyer's making of an offer to purchase product from Sceptre; (b) Buyer's acceptance of any shipment of any part of the items specified for delivery ("the Products"); (c) Buyers' written acknowledgment hereof; or (d) any other act or expression of acceptance by Buyer. Sceptre's acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception, and any term condition or proposals hereafter submitted by Buyer (whether oral or written) which is inconsistent with or in addition to the terms and conditions set forth hereon is objected to and is hereby rejected by Sceptre. Sceptre's silence or failure to respond to any such subsequent or different term, condition or proposal shall not be deemed to be Sceptre's acceptance or approval thereof.

2. **DELIVERY** - Unless otherwise agreed in writing, delivery shall be made in accordance with Sceptre's shipping policy in effect on the date of shipment. Unless otherwise stated on the front of the invoice, title to, and all risk of loss or damage with respect to the Products shall pass to Buyer upon delivery by Sceptre to the carrier. Freight and/or all transportation fees are F.O.B. Sceptre's warehouse. Delivery is subject to the payment provisions set forth herein and to Sceptre's receipt from Buyer of all necessary information and documentation from Buyer including all exemption and/or resale certificates. Buyer shall promptly notify Sceptre, in no event later than (5) business days after delivery, of any claimed shortages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for any such rejection. Failure to give such notice within such time shall be deemed an acceptance in full of any such delivery. Sceptre shall not be liable for any shipment delays beyond the reasonable control of Sceptre, including but not limited to delays caused by unavailability or shortages of Products; natural disasters; acts of war; acts of omissions of Buyer; fire, strike, riot, or governmental interference; unavailability or shortages of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates; failure of destruction of plant or equipment arising from any cause whatsoever; or transport failures.

3. **PRICE AND PAYMENT** - Buyer shall bear all applicable federal, state municipal and other government taxes (such as sales, use and similar taxes), as well as import or customs duties, license fees and similar charges, however designated levied on the sale of the Product (or the delivery thereof) or measured by the purchase price thereunder. (Sceptre's prices set forth on the front side of the invoice do not include such taxes, fees and charges.) Exemption certificates must be presented prior to shipment if they are to be honored. Unless otherwise specified, payment terms are COD. Sceptre, at its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. All unpaid invoices shall bear interest at an amount equal to 1-1/2% of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less), commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries, repossession of unpaid delivered goods and termination of any one or more sales agreements. Notwithstanding any "net" payment provisions specified on the invoice, Sceptre shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by Sceptre at any time and without prior notice. Sceptre retains a security interest in the Products to secure payment in full and compliance with all sales agreements, and Buyer agrees to execute any additional documents necessary to perfect such security interest. In the event the sales invoice shall be placed by Sceptre in the hands of an attorney for the purpose of collection, with or without litigation, or for the purpose of collection, with or without litigation, or for the purpose of enforcing Sceptre's security interest in the Products, the Buyer agrees to pay any and all costs associated with such placement, including, without limitation, attorney's fees and costs incurred prior to, during, or subsequent to trial, and including, without limitation, collection, bankruptcy, or other creditor's rights proceedings. All payment to Sceptre by Buyer shall be in US Dollars. Any deficiency as a result of conversion of payment into US Dollars shall be the responsibility of Buyer.

4. **WARRANTY** - Sceptre warrants that Products manufactured by Sceptre (or manufactured specifically for resale by Sceptre only) shall be free from defects in material and workmanship for a period of one (1) year from the date of invoice unless otherwise specified in Sceptre's product warranty. This warranty is made solely to the Buyer. Sceptre's sole obligation (and Buyer's sole remedy) in the event of breach of warranty shall be the repair or replacement of defective goods. **IN NO EVENT SHALL SCEPTRE BE LIABLE FOR ANY CONSEQUENTIAL DAMAGE OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY.** Buyer shall promptly advise Sceptre of any defect in goods delivered hereunder and, without deduction or offset, upon obtaining prior authorization of Sceptre, ship defective goods to Sceptre's designated warehouse. Buyer shall bear the expense of shipping the defective goods Sceptre's warehouse and Sceptre shall bear the expenses of shipping the repaired or replaced goods to Buyer, unless such goods were not defective, in which case Buyer shall bear all reasonable expenses incurred in inspecting, testing and returning the goods. In all events, Buyer shall bear the risk of loss or damage during transit. Sceptre shall not be obligated to repair or replace goods rendered defective, in whole or part, by causes external to the goods, such as, but not limited to, catastrophe, power failure or transients over voltage on interface, environmental extremes, improper use, maintenance and application of the goods, or use of unauthorized parts or repair. **SCEPTRE DOES NOT WARRANT THE MERCHANTABILITY OF THE GOODS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. SCEPTRE MAKES NO WARRANTY WITH RESPECT TO ANY GOODS WHICH WERE NOT MANUFACTURED BY SCEPTRE OR MANUFACTURED SPECIFICALLY FOR RESALE BY SCEPTRE ALONE. SCEPTRE MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN.**

5. **LIMITATION OF LIABILITY** - SCEPTRE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT TO SELL PRODUCTS TO BUYER OR THE PRODUCT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR FOR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF SCEPTRE HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPALS OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

6. **GENERAL** - These terms and conditions shall constitute the final, complete and exclusive agreement of the parties with respect to all sales by Sceptre to Buyer and supersede all prior offers, negotiations, understanding and agreements. Unless Buyer and Sceptre have executed a master contract which specifically supersedes and replaces the terms and conditions herein, it is expressly agreed that no prior or contemporaneous agreement or understanding, whether written or oral, shall contradict, modify, supplement or explain the terms and conditions contained herein.

7. **CALIFORNIA LAW** - These terms and conditions (and any agreement into which they are incorporated) shall be interpreted in accordance with and governed by the laws of the State of California and Sceptre and Buyer hereby consent to the jurisdiction of the California courts.

I the undersigned have read and acknowledge the terms and conditions as set forth herein,

Name of Buying Company: _____

Print Name and Title (must be owner or authorized manager): _____

Signature By: _____ Date _____

SCEPTRE INC.
CONTINUING PERSONAL GUARANTEE

For valuable consideration, the undersigned unconditionally guarantees to Sceptre Inc. ("Seller"), its successors and assigns, the prompt payment, observance, and performance when due of any and all obligations and indebtedness whenever incurred, including those incurred prior to and subsequent to the execution of this continuing personal guarantee ("Guarantee"), by _____ ("Buyer") (collectively, "Guaranteed Obligations"), regardless of any invalidity or unenforceability thereof. The undersigned further agrees to pay Seller all attorney's fees and expenses incurred by Seller by reason of any default by Buyer or the undersigned under any agreement relating to Guaranteed Obligations and/or to enforce its right against the undersigned under the terms of this Guarantee.

The undersigned waives any claim or other right which the undersigned might now have or hereafter acquire against the Buyer or any person that is primarily or contingently liable on the obligations guaranteed hereby or that arises from the existence or performance of the undersigned's obligations under this Guarantee, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim or remedy of Seller against the Buyer or any collateral security therefor which Seller now has or hereafter acquires; whether or not such claim, remedy, or right arises in equity, or under contract, statute, or common law.

The undersigned waives notice of acceptance hereof and all other notices or demands of any kind to which it may be entitled and consents that Seller may, without affecting the undersigned's liability under this Guarantee, compromise or release, in term satisfactory to it or by operation of law or otherwise, any right against Buyer and other obligors and guarantors; and grant extensions of time of payment to Buyer.

Upon any default by the Buyer in the payment and performance of its obligations under the agreement with Seller, the liabilities and obligations of the undersigned thereunder shall, at the option of Seller, become forthwith due and payable to Seller without demand or notice of any nature, all of which are expressly waived by the undersigned.

This is a continuing guarantee and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of the undersigned, and may be enforced by or for the benefit of, any assignee or successor of Seller to the same extent as Seller may, itself, enforce it.

The liability of the undersigned thereunder is direct and unconditional. If there is more than one undersigned, the liability of the undersigned thereunder shall be joint and several. The undersigned further authorized Seller to conduct a consumer credit check on the undersigned's personal credit.

This Guarantee is executed as an instrument under seal, and all acts and transactions thereunder, and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of California. Guarantor shall submit to the exclusive jurisdiction in the State of California in the event of any judicial action.

IN WITNESS WHEREOF, the guarantor has executed this guarantee _____ day of _____ Year _____

Guarantor: _____

Residence Address: _____

Social Security Number: _____

Signature By: _____ Date: _____

CALIFORNIA RESALE CERTIFICATE

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from SCEPTRE INC. of the item(s) I have listed in paragraph 5 below.

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale: _____

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER:

SIGNATURE OF PURCHASE, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

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TELEPHONE NUMBER

DATE _____