



Selecta Products Inc.

P.O. Box 888
Tehachapi CA 93581

800-722-6445 Fax 800-433-4319

Return signed credit application to:
jennifera@selectainc.com
Or accounting fax: 661-823-0943

CREDIT APPLICATION

COMPANY: _____
Street Address _____
Billing Address (if different) _____
City and State _____ **Zip** _____
Phone: _____ **FAX** _____
Website: _____

Date business established _____
Type of ownership: Individual Partnership Corporation
Federal Tax ID# _____
Dun & Bradstreet # _____

Company Officers: President _____ CFO _____

Accounts Payable Contact: _____
Phone: _____ Fax: _____
Email: _____
Email address for invoices: _____
Purchasing Contact: _____
Phone: _____ Fax: _____
Email: _____

Banking Information:

Bank Name/Address: _____

Bank Account #: _____ Contact: _____
Phone: _____ Fax: _____

Active Business References:

o Name: _____
Address: _____

Contact: _____ email _____
Phone: _____ Fax: _____

o Name: _____
Address: _____

Contact: _____ email _____
Phone: _____ Fax: _____

o Name: _____
Address: _____

Contact: _____ email _____
Phone: _____ Fax: _____



SELECTA PRODUCTS, INC.
Shipping: 1200 E. Tehachapi Blvd.
Tehachapi, CA 93561
Mailing: P.O. Box 888
Tehachapi, CA 93581

Phone: (661) 823-7050
Fax: (661) 823-1374

SELECTA PRODUCTS INC. (1-18-2018)

STANDARD TERMS, CONDITION OF SALE AND WARRANTY

- 1. ACCEPTANCE OF ORDER:** Possession of these Standard Terms and Condition of Sale and Distributor Cost Schedule shall not be construed as an offer to sell. All quotations and bids of Selecta Products Incorporated, acceptance of all contracts and orders, are subject to final approval by the main office of Selecta Products, Inc. located in California. Acceptance is expressly made conditional upon assent to these terms and any additional or different terms are hereby rejected. Prices; Cost Schedules; and Standard Terms, Conditions of Sale and Warranty; are subject to change without notice.
- 2. OPEN ACCOUNTS:** Firms may apply for an open account by requesting a credit application form from the Credit Department and returning it for processing. All orders are COD, cash, or credit card until credit is approved.
 - (A) • **TERMS:** Terms of payment on open accounts are net 30 days from the date of the invoice, payable in United States currency only.
 - (B) • **BILLINGS:** All goods shipped on open account are billed immediately. Customer is billed and agrees to pay directly from our invoice, as Selecta Products, Inc. does not provide customers with statements of their accounts.
 - (C) • **PAST DUE ACCOUNTS:** All past due accounts are subject to a 1-1/2% per month service charge. Selecta Products, Inc. reserves the right to hold any current and/or future shipments and require that these be paid on a COD and/or cash basis before delivery if customer is found to be slow paying, taking unwarranted discounts, exceeds their established credit limit, or if customer's financial/operating status materially changes.
 - (D) • **RETURNED CHECKS:** All customers' checks returned by our bank unpaid are subject to a twenty-dollar (\$20.00) charge for each occurrence.
 - (E) • **COLLECTION FEES:** Customer agrees to reimburse any collection and/or attorney fees incurred by Selecta Products, Inc. in trying to collect payment on any outstanding obligation owed Selecta Products, Inc. by the customer.
- 3. MINIMUM BILLING:** A minimum charge of fifty dollars (\$50.00) USA will apply to all Canadian, Domestic and International Orders. Non-stock and special-order items may have higher minimums.
- 4. COD ORDERS:** The minimum COD order is \$50.00. All COD charges and shipping charges will be added to the invoice. Cancellation or rejection of COD orders after shipping will be subject to future orders being required to be prepaid before shipment.
- 5. PAYMENT TERMS:** Upon approved credit, the following terms apply; (A) Terms are Net 30 days after date of invoice. Interest of 1-1/2% will be added after 30 days, or the highest rate then permitted by the law with respect to such obligations. (B) Invoice shall (except in the case of quotations, referred to in C below) reflect prices in effect on, and shall be dated, the date of shipment; provided, however, that when shipment is delayed or deferred by PURCHASER beyond the normal date scheduled for shipment, Selecta Products, Inc. may date the invoice as of such scheduled date and payment shall be due accordingly. In such case of delay by PURCHASER, risk of loss shall be on the PURCHASER after such scheduled shipment date and Selecta Products, Inc. may make a reasonable charge for storage from scheduled date to delayed shipping date. (C) Written quotations shall be firm for 30 days unless sooner terminated. Orders with special pricing, terms or conditions must have a written quotation signed

and issued by Selecta Products, Inc. These orders must show quotation number; otherwise standard pricing, terms and conditions may apply at Selecta Products, Inc.'s discretion. (D) All accounts shall be payable in U.S. dollars. (E) Until Selecta Products, Inc. has received full payment for all Product delivered hereunder, all such Product which remains within the possession or control of the PURCHASER shall be subject to being demanded back by Selecta Products, Inc. at any time pursuant to VENDOR'S purchase money security interest therein. (F) All returned checks will be subject to a twenty-dollar (\$20.00) Return Check Charge. (See 2D above)

6. SHORTAGE OR ERROR: All claims for shortages or a shipment error must be made within 10 days after receipt of shipment. Shipper number, invoice number and item stock number must be referenced. Our liability is limited to the material value on the invoice or to its replacement at Selecta Products, Inc.'s discretion.

7. DELIVERY AND SHIPMENT: (A) Shipment will be made by surface freight F.O.B. shipping point. Free freight earned on shipments within the 48 contiguous states on all Selecta Products, unless otherwise specified on quotation, when total order is \$700.00 Net or over. Shipments will be shipped by the most economical way per SELECTA PRODUCTS' option. (B) When PURCHASER requests special routing or special handling, transportation charges will be collected. (C) Shipping dates are approximate and are based on factory backlog estimates, production schedules, expected deliveries from suppliers and other factors. Selecta Products, Inc. reserves the right to ship Products as much as two weeks in advance of the PURCHASER'S requested shipping date. SELECTA PRODUCTS, INC. ASSUMES NO LIABILITY FOR DIRECT OR CONSEQUENTIAL DAMAGES AS A RESULT OF FAILURE TO MEET DELIVERY SCHEDULES AND REGARDLESS OF THE CAUSE, DELAY IN SHIPPING SHALL NOT CONSTITUTE A BREACH. SELECTA PRODUCTS, INC. DOES NOT ACCEPT ANY LIABILITY ARISING FROM ANY PENALTY OR LIQUIDATED CLAUSE OF ANY KIND, WRITTEN, ORAL, OR IMPLIED. (D) Special orders are subject to a shipping quantity variation of plus five (+5) or minus five (-5%) percent from quantity orders. (E) Selecta Products, Inc. may, in its discretion, make partial shipments against any purchase order or contract and invoice as shipped, with payment due accordingly. (F) Selecta Products, Inc. assumes no cartage. (G) An extra charge will be made when special packaging is required.

8. CLAIMS: Claims for allowances of any kind and for billing errors must be made within thirty (30) days of receipt. SELECTA PRODUCTS' risk ceases upon delivery to carrier or after the normal date scheduled for shipments delayed by PURCHASER referred to in 5B, whichever is earlier. Selecta Products, Inc. will assist the consignee in resolving claims against carrier, but such requests must be accompanied by the original bill of lading.

9. STOCK ROTATION POLICY: Once per Calendar Year, customers may request a 1-for-1 return of Standard Stock Items up to the quantity offered in our recommended kits, and up to a maximum amount of 15% of your prior 12 months of purchases. Only standard stock products that are listed in this Distributor Cost Schedule are eligible for stock rotation and are subject to the following:

- Written authorization is obtained from Selecta and return amount exceeds \$100.
- Only one return allowed per calendar year up to a maximum of 15% of the prior 12 months of purchases.
- The maximum quantity of any one item that can be returned is set by the recommended kit or stocking quantities.
- All returns must be approved by our purchasing department prior to the issuance of an RMA.
- Product is of current design, is in original container and is in excellent saleable condition
- Only products purchased within the last 12 months are eligible. Items marked non-returnable, purchased below standard pricing, or quantities above recommended stocking packages are ineligible.
- Product is returned to Selecta freight prepaid.
- Approval for returns is at the sole discretion of Selecta.

Any other returns incur at least a 20% restocking charge and require written authorization from Selecta. Please contact your inside sales representative for a list of standard stock items and quantities that are eligible for Stock Rotation.

10. TAXES: (A) PURCHASER shall be responsible for and pay directly all taxes, tariffs, duties or similar charges imposed by any governmental authority in connection with the purchase and shipment of Product purchased. (B) All taxes, tariffs, duties or similar charges paid by Selecta Products, Inc. imposed by any governmental authority in connection with the procuring of materials used therein may, at SELECTA PRODUCTS sole option, be added to the price of Product so affected.

11. SELECTA PRODUCTS, INC. LIMITED WARRANTY:

11.1 PRODUCTS OF SELECTA PRODUCTS, INC. ARE WARRANTED AGAINST MECHANICAL, ELECTRICAL, AND PHYSICAL DEFECTS, IF THEY HAVE BEEN PROPERLY INSTALLED, USED AND MAINTAINED AND ARE WARRANTED TO BE MERCHANTABLE AND FIT FOR THE ORDINARY PURPOSES FOR WHICH SUCH PRODUCTS ARE USED. (EXPRESSED WARRANTIES OF MERCHANTABILITY OR FITNESS TO A PARTICULAR PURPOSE. OTHER THAN THOSE MADE EXPRESSLY HEREIN, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED.) IN ANY EVENT, ALL WARRANTIES, EXPRESSED OR IMPLIED, ARE LIMITED TO A MAXIMUM OF ONE (1) YEAR FROM DATE OF SHIPMENT. THE OBLIGATION OF SELECTA PRODUCTS, INC. UNDER THIS LIMITED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR THE ORDINARY PURPOSE FOR WHICH THE PRODUCTS ARE USED AND OTHER WARRANTIES, ARE LIMITED TO THE FURNISHING OF NEW PARTS FREE OF CHARGE IN EXCHANGE FOR PARTS WHICH HAVE BEEN PROVEN DEFECTIVE. SELECTA PRODUCTS, INC. SHALL NOT BE LIABLE FOR ANY OTHER COST, INCLUDING THE COST OF REMOVAL OF A DEFECTIVE PART, OR ANY INSTALLATION OR LABOR COSTS. THE EXCLUSIVE REMEDY SHALL BE TO REQUIRE SELECTA TO FURNISH SUCH NEW PARTS. UNDER NO CIRCUMSTANCES WILL VENDOR'S LIABILITY EXCEED THE CONTRACT PRICE FOR THE PRODUCTS CLAIMED TO BE DEFECTIVE.

11.2 IN NO EVENT SHALL SELECTA PRODUCTS, INC. BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE, MANUFACTURE, SALE, DISTRIBUTION, OR SUPPLYING OF PRODUCTS UNDER THIS AGREEMENT, EVEN IF SELECTA PRODUCTS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 SELECTA PRODUCTS, INC. ASSUMES NO RESPONSIBILITY FOR PROPER SELECTION AND INSTALLATION OF ITS PRODUCTS. VENDOR'S warranty obligations are contingent on PURCHASER giving written notice to Selecta Products, Inc. of any defect within thirty (30) days of discovery. Any legal action based on the claim of defective goods or breach of the Limited Warranty shall be brought within one (1) year from the date the cause of action accrues. We honor all manufacturers' warranties. Some are up to twelve (12) months. Please call for details.

11.4 The parties understand and agree that under no circumstances shall Selecta Products, Inc. perform, or be responsible for performing, testing of any products sold under this agreement, or ensure compliance of such products with any given specifications. The parties further understand that Selecta Products, Inc. shall not assume any obligations or responsibilities assumed by PURCHASER with respect to any state, local, or federal governmental entity, whether PURCHASER assumed such obligations or responsibilities by contract or by operation of law. To the extent the terms of this agreement conflict with any other agreements pertaining to the sale of products hereunder, whether between Selecta Products, Inc. and PURCHASER or PURCHASER and any third party, the terms of this agreement shall govern and take precedence over the terms of any other such agreement.

12. CANCELLATION OF ORDERS: Orders for non-stock items, bulk items and special priced items may be cancelled only with the written consent of Selecta Products, Inc. Cancelled

orders on non-stock items, bulk items and special priced items are subject to a one hundred (\$100.00) dollar minimum Cancellation Charge and additional charges may be assessed depending upon the production stage of the order. Packaged standard stock orders priced at regular current published Selecta Products, Inc. pricing may be cancelled without penalty prior to invoice and shipment.

13. SHORTAGE OR ERRORS: All claims for shortages or a shipment error must be made within 10 days after receipt of shipment. Shipper number, invoice number and item stock number must be referenced. Our liability is limited to the material value on the invoice or to its replacement at Selecta Products, Inc.'s discretion.

14. CHANGE ORDERS: Orders for non-stock items, bulk items, and special priced items may be increased, decreased, or have requested shipping dates altered only with the written approval of the main office of Selecta Products, Inc. Packaged standard stock orders priced at regular current published Selecta Products, Inc. pricing may be altered prior to invoicing and shipment.

15. WAREHOUSE SALES: Sales of goods directly from warehouses by informal ordering procedures such as telephone orders, etc., shall be governed by the Terms and Conditions of Sales contained herein.

16. INSTALLATION: All equipment which transmits or controls electricity must be installed by a competent electrician in accordance with the requirements of all applicable electrical codes and utilizing sound electrical practices. SELECTA PRODUCTS, INC. ASSUMES NO LIABILITY FOR INSTALLATION OR ANY DAMAGES WHICH MAY RESULT FROM IMPROPER INSTALLATION.

17. PRODUCT INFORMATION: Product information published in VENDOR'S catalogs has been compiled from information deemed reliable, but is not guaranteed. It is subject to change without notice.

18. GENERAL: (A) Selecta Products, Inc. reserves the right to change, modify or discontinue at any time, without notice, any Product or any materials or component parts used in the fabrication of any Product. These terms and the current Distributor Cost Schedule issued by Selecta Products, Inc. and the Selecta Products, Inc. invoice, contain the entire agreement between PURCHASER and Selecta Products, Inc. and may not be modified, waived, rescinded or terminated in whole or in part. Selecta Products, Inc. reserves the right to modify these Standard Terms, Conditions of Sale and Warranty; such modifications shall be applicable to orders accepted after the date of such modification. (B) No failure or delay on the part of Selecta Products, Inc. in exercising any right, power or privilege hereunder shall operate as a waiver thereof or of any other right, power or privilege hereunder; nor shall any single or partial exercise of any such right, power or privilege. The rights or remedies of Selecta Products, Inc. hereunder is cumulative and not exclusive of any rights or remedies, which it might otherwise have.

19. STANDARD INSTRUCTION: Selecta Products, Inc. does not accept standard, general or blanket instructions. Each transaction must be accompanied by full instructions on the order.

20. PRINTING, STENOGRAPHIC, AND CLERICAL ERRORS: Selecta Products, Inc. is not responsible for printing errors or any stenographic or clerical errors. All such errors are subject to correction.

21. CALIFORNIA LAW AND CONTRACT: (A) Any orders place with Selecta Products, Inc. shall be deemed to be under contract entered into the State of California, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions or any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of California. (B) The provisions of these Standard Terms, Conditions of Sale and Warranty shall be severable one from the other so that could any provision be held legally unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in effect. (C) If any legal action is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to

which he/she is entitled. (D) Buyer represents by accepting the goods that he/she is not insolvent as that term is defined in the Uniform Commercial Code. In the event that Buyer becomes insolvent before delivery of goods, he/she will notify Selecta Products, Inc. Failure to notify Selecta Products, Inc. shall be constituted as reaffirmation of Buyer's solvency at the time of delivery.

22. PRICES: All prices are subject to change without notice

23. PRECIOUS METALS SURCHARGE: Selecta Products, Inc reserves the right to impose a precious metals surcharge, in addition to prices quoted, on all orders at time of shipment regardless of order placement date.

Application must be signed by Corporation Officer or Sole Proprietor:

Authorized Signature _____ Title _____

Printed Name _____

Company _____ Date _____