



Excellence in Distribution
Experts in Technology

INSTRUCTIONS FOR ACCOUNT TYPES: TERMS OR CREDIT CARD

By providing Jenne with complete information, an appropriate credit line can be established within a few business days. We offer Net Terms for companies with 2 years of solid bank and trade history.

For Terms:

- ☐ Completed and signed customer application (pages 1 and 3 — **ALL SECTIONS**)
Important information to include is:
 - ☐ Monthly credit line desired
 - ☐ Owner information
 - ☐ Personal banker name and direct contact information
 - ☐ DUNS#, credit reporting number at Dunn & Bradstreet
 - ☐ Bottom box of page 3 completed by an officer of the company
 - ☐ Bottom box should include company name, signature, title and date
 - ☐ Bank and Trade references
- ☐ A copy of your company Balance Sheet and Income Statement (last 2 years and year-to-date)
- ☐ Proof of Resale, either:
 - ☐ Multi Use Sales Tax form (if your state is listed on the form)
 - ☐ Or, if not listed on the form, your State Specific Form indicated on the left side of page.

Fax or email Credit Department at: 440-471-3259 OR creditapp@jenne.com
For assistance with forms, call 440-471-3159

For Credit Card:

If you wish to purchase product with your company credit card, we ask that you provide us with the following information only:

- ☐ Complete the Credit Card Authorization form (Page 4 of the application)
- ☐ Proof of Resale, either:
 - Multi Use Sales Tax form (if your state is listed on the form)
 - Or, if not listed on the form, your State Specific Form indicated on the left side of page.

Fax or email Accounting at: 440-471-3453 OR creditcard@jenne.com
For assistance with forms, call 440-471-3403

Customer Application

Applications may be sent via Fax directly to (440) 471-3259
or e-mailed to creditapp@jenne.com

Please turn off auto-fill when filling out electronically.



J E N N E®

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Experts in Technology

(440) 471-3159 Phone

ACCOUNT STATUS: ☐ NEW ACCOUNT ☐ EXISTING ACCOUNT ☐ ACCOUNT #:

APPLICATION FOR: ☐ INCREASE CREDIT ☐ PROCESS FOR TERMS ☐ CREDIT CARD

Principal Contact's Name: _____

Principal Contact's E-Mail Address: _____

Legal Name of Firm: _____

Subsidiary of: _____

DBA: _____

Federal ID #: _____

Street Address: _____ (Do not use P.O. Box #)

State Tax Exempt #: _____

City/State: _____ Zip: _____

Month/Year Established: ____/____ Credit Desired: \$ _____

Phone #: _____ Fax #: _____

Projected Annual Volume: \$ _____

TYPE OF BUSINESS:

☐ DMR ☐ E-Commerce ☐ Corporate Reseller ☐ Retail ☐ Value-Added Reseller ☐ Sub-Distributor ☐ OEM ☐ Consultants

Number of Employees: _____

ORGANIZATION IS: ☐ CORPORATION ☐ LLC ☐ PROPRIETORSHIP ☐ PARTNERSHIP

OWNERSHIP IS: ☐ PRIVATELY HELD ☐ PUBLICLY TRADED (TICKER SYMBOL: _____) DUNS # _____

Has this firm/any of its Principals ever filed for bankruptcy? ☐ No ☐ Yes If Yes, please attach explanation.

PRINCIPAL STOCKHOLDERS, OWNERS, PARTNERS OR MEMBERS (DEFINED AS 20% OR MORE OWNERSHIP INTEREST):

1. Name: _____

2. Name: _____

Social Security #: _____

Social Security #: _____

Home Street Address: _____

Home Street Address: _____

City/State: _____ Zip: _____

City/State: _____ Zip: _____

Phone #: _____

Phone #: _____

BANK REFERENCES:

1. Name: _____

2. Name: _____

Street Address: _____

Street Address: _____

City/State: _____ Zip: _____

City/State: _____ Zip: _____

Phone #: _____ Fax #: _____

Phone #: _____ Fax #: _____

Checking #: _____ Savings #: _____

Checking #: _____ Savings #: _____

Personal Banker Name: _____ Phone #: _____

Personal Banker Name: _____ Phone #: _____

INDUSTRY RELATED TRADE AND CREDIT REFERENCES: (COMPLETE vendor information must be provided)

1. Vendor Name: _____

3. Vendor Name: _____

Account #: _____

Account #: _____

Street Address: _____

Street Address: _____

City/State: _____ Zip: _____

City/State: _____ Zip: _____

Phone #: _____ Fax #: _____

Phone #: _____ Fax #: _____

2. Vendor Name: _____

4. Vendor Name: _____

Account #: _____

Account #: _____

Street Address: _____

Street Address: _____

City/State: _____ Zip: _____

City/State: _____ Zip: _____

Phone #: _____ Fax #: _____

Phone #: _____ Fax #: _____

Customer Application



CREDIT CARD INFORMATION:

All customers who request an increase in credit or process for terms must fill out this form. If JENNE®, Inc. ships out merchandise and does not receive payment according to terms, we will charge your credit card account.

Company Name: _____ American Express #: _____ Exp. Date: _____
Cardholder Name: _____ Visa Card #: _____ Exp. Date: _____
Billing Address: _____ Master Card #: _____ Exp. Date: _____
_____ Zip: _____ Discover Card #: _____ Exp. Date: _____
Phone #: _____ Social Security #: _____
Card Holder's Signature _____ Driver's License #: _____

Where did you hear about JENNE, Inc? _____
Have you or your company ever purchased from us before? _____ Comments _____

PURCHASING INFORMATION:

Does your company employ a purchase order number system? _____ ☐ No ☐ Yes If Yes: ☐ Verbal ☐ Written
List all persons authorized to make purchases: _____
Billing Name: _____ Shipping Name: _____
Billing Address: _____ Shipping Address: _____
City/State: _____ Zip: _____ City/State: _____ Zip: _____
Phone #: _____ Phone #: _____

INDIVIDUAL PERSONAL GUARANTEE:

I, _____, residing at (Home Address) _____
for good and valuable consideration, including JENNE, Inc. extending credit at my request, which I hereby acknowledge as having been received by
(Your Company Name) _____ (hereinafter referred to as the "Company"),
hereby personally guarantee the payment to JENNE, Inc. of any obligation and indebtedness of the Company, and I hereby agree to bind myself to pay you on demand any sum which may
become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such
indebtedness of the Company. I do hereby waive notice of default, non-payment and notice hereof and to jury trial and consent to all renewals and modifications of the credit agreement hereby
guaranteed. The guarantor grants permission to JENNE, Inc. to obtain information from any and all sources to properly ascertain the guarantor's ability to meet its financial obligations.

GUARANTOR: _____ WITNESS: _____ DATE: _____
Print Name: _____ Print Name: _____

Please attach personal financial statement and tax return of the guarantor.

This application has been executed by an authorized agent of the Customer and hereby grants permission to JENNE, Inc. to obtain information from any and all sources required to properly ascertain the customer's capability to meet its financial obligations. This credit application and agreement is submitted by Customer to JENNE, Inc. in order to obtain trade credit and shall remain our property once received. Customer agrees to make payment in full to JENNE, Inc. for all amounts due according to JENNE, Inc. invoice on or before net due date. Customer also agrees to pay interest on all amounts that are past due. Interest can be charged monthly at 1.5%. If Customer should default in any payment(s), JENNE, Inc. has reserved the right to declare all invoice amounts due and payable without notice to Customer. Additionally, Customer will be responsible for all collection costs and attorney fees, whether suit is filed or not, in order to collect any delinquent amount. Customer also agrees to provide JENNE, Inc. with updated credit information on request and to provide annual financial statements to JENNE, Inc. as a condition for the continued extension of credit. The undersigned certifies that all the information contained herein is true and correct to the best of his/her information, knowledge and belief. For all purchases and transactions, customer agrees to adhere to credit/service policies and the Terms and Conditions of Sales established by JENNE, Inc. which may be revised from time to time.

COMPANY NAME: _____

AUTHORIZED AGENT'S SIGNATURE: _____ TITLE: _____ DATE: _____

Print Name: _____



In order to process a credit card order at Jenne, Inc. the following form must be completed.

CREDIT CARD AUTHORIZATION FORM

Customer Acct #: (if known) _____

Company Name: _____

Invoice E-mail Address: _____

Credit Card Type: (Check One) VISA _____ MASTERCARD _____ AMEX _____ DISCOVER _____

Credit Card #: _____ 3 or 4 Digit Code on card: _____

Expiration Date: _____

Card holder Name: _____ (Please note: no third party credit cards)

Billing Address: _____

City, State, Zip: _____

Telephone #: _____

Jenne, Inc. Sales Person: _____

One-Time Use Only

_____ As the credit card holder, I authorize Jenne, Inc. to use the credit card for payment of this purchase only.

Permanent Credit Card Use

_____ (Optional) As the credit card holder, I authorize Jenne, Inc. to use the credit card for future purchases, when verbally approved by me.

I have read and agree to the above conditions, and have been informed that this credit card information and signature is to be held with Jenne, Inc., and all information on this form will be kept strictly confidential by Jenne, Inc.

Signature: _____ Date: _____ / _____ / _____

Submitting This Form

Fax this completed form to:
440-471-3477

— or —

Mail this completed form to:
Jenne, Inc.
ATTN: Accounts Receivable
33665 Chester Road
Avon, OH 44011

— or —

E-mail this completed form to:
creditcard@jenne.com

UNIFORM SALES & USE TAX CERTIFICATE — MULTIJURISDICTION

(Jenne Account Number)

The states listed below have confirmed that this form of certificate is acceptable. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state.

Issued to Seller: Jenne, Inc.
Address: 33665 Chester Road
Avon, Ohio 44011-1307

I certify that:

Name of Firm: _____
D. B. A. Name: _____
Street Address: _____
City, State, Zip: _____
FEIN: _____

is engaged as a registered: (mark all that apply)

_____ Wholesaler _____ Seller (California)
_____ Retailer _____ Lesser (See Notes)
_____ Manufacturer _____ Other (Specify)

And is registered with the below listed states and cities within your firm would deliver purchases to us that any such purchases are for wholesale, re-sale, ingredients or components of a new product or service to be resold, leased, or rented in the normal course of the business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from seller: Computer hardware, software and/or related items

State Specific Form Required

Indiana ST-105 Required
Louisiana LGST 9-A Required
Massachusetts ST-4 Required
Mississippi Retailer's Permit Required
New York ST-120 Required
Virginia ST-10 Required
West Virginia F0003 Required
Wyoming Form 101 Required

Exempt States

Alaska Not Required
Delaware Not Required
Montana Not Required
New Hampshire Not Required
Oregon Not Required

(STATE) State Registration, Sellers Permit, or ID Number of Purchasers

Alabama # _____	Nebraska # _____
Arizona # _____	Nevada # _____
Arkansas # _____	New Jersey # _____
California # _____	New Mexico # _____
Colorado # _____	North Carolina # _____
Connecticut # _____	North Dakota # _____
Florida # _____	Ohio # _____
Georgia # _____	Oklahoma # _____
Hawaii # _____	Pennsylvania # _____
Idaho # _____	Rhode Island # _____
Illinois # _____	South Carolina # _____
Iowa # _____	South Dakota # _____
Kansas # _____	Tennessee # _____
Kentucky # _____	Texas # _____
Maine # _____	Utah # _____
Maryland # _____	Vermont # _____
Michigan # _____	Washington # _____
Minnesota # _____	Wisconsin # _____
Missouri # _____	District of Columbia # _____

I further Certify that if any property or service so purchased tax-free is used or consumed by the firm as to make it subject to a Sales or Use Tax, we will pay the tax due directly to the proper taxing authority when state law so provides or informs the seller for added tax billing. This certificate shall be a part of each order which may hereafter give you, unless otherwise specified, all shall be valid until cancelled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

Title: _____ Date: _____

INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX CERTIFICATE

To Seller's Customers:

In order to comply with the majority of state and local sales tax law requirements, the seller must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

If the buyer is entitled to sales tax exemption, the buyer should complete the certificate and send it to the seller at its earliest convenience. If the buyer purchases tax free for a reason for which this form does not provide, the buyer should send the seller its special certificate or statement.

Caution to Seller:

In order for the certificate to be accepted in good faith by the seller, seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as a ingredient or component part of a product manufactured by buyer and then resold in the usual course of its business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities. Misuse of this certificate by seller, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificate in some states or cities.

Notes:

1. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
2. Arizona: This certificate may be used only when making purchases of tangible personal property for resale in the ordinary course of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it contains the purchaser's name, address, signature, and Arizona transaction privilege tax (or other state sales tax) license number, as required by Arizona Revised Statutes § 42-5022, *Burden of proving sales not at retail*.
3. California:
 - A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificate).
 - B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component part of an item manufactured for resale in the regular course of business.
 - C. When the applicable tax would be sales tax, it is the seller who owes that tax unless the seller takes a timely and valid resale certificate in good faith.
 - D. A valid resale certificate is effective until the issuer revokes the certificate.
4. The state of Colorado, Hawaii, Illinois, and New Mexico do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.
5. Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and an regulations and administrative pronouncements pertaining to resale certificates.
6. District of Columbia: This certificate is not valid as an exemption certificate. It is not valid as a resale certificate unless it contains the purchaser's D.C. sales and use tax registration number.
7. Florida: The Department will allow purchasers to use the Multistate Tax Commission's Uniform Sales and Use Tax Certificate-Multijurisdiction. However, the use of this uniform certificate must be used in conjunction with the telephonic or electronic authorization number method described in paragraph (3)(b) or (c) of rule SUT FAC 12A-1.039..
8. Georgia: the purchaser's state of registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.

9. Hawaii allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate or no tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30, 1998.
10. Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch.I, Sec. 130.1405. Illinois does not have an exemption on sales of property for subsequent lease or rental, nor does the use of this certificate for claiming resale purchases of services have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable.

"Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine if the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

11. Kentucky:
 1. Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of a taxable service.
 2. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270 (Good Faith).
 3. The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.
12. Maine does not have an exemption on sales of property for subsequent lease or rental.
13. Maryland: This certificate is not valid as an exemption certificate. However, vendors may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29". Maryland registration, exemption and direct pay numbers may be verified on the website of the Comptroller of the Treasury at www.marylandtaxes.com.
14. Michigan: Effective for a period of three years unless a lesser period is mutually agreed to and stated on this certificate. Covers all exempt transfers when accepted by the seller in "good faith" as defined by Michigan statute.
15. Minnesota:
 - A. Does not allow a resale certificate for purchases of taxable services for resale in most situations.
 - B. Allows an exemption for items used only once during production and not used again.
16. Missouri:
 - A. Purchases who improperly purchase property or services sales tax free using this certificate may be required to pay the tax, interest, additions to tax or penalty.
 - B. Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.
17. Nebraska: A blanket certificate is valid 3 years from the date of issuance.
18. New Mexico: For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale tangible personal property provided:
 - a) this certificate was not issued by the State of New Mexico;
 - b) the buyer is not required to be registered in New Mexico; and
 - c) the buyer is purchasing tangible personal property for resale or incorporations as an ingredient or component part into a manufactured product.

19. North Carolina: This certificate is not valid as an exemption certificate or if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.
20. Ohio: A. The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate.
- B. In order to be valid, the buyer must sign and deliver the certificate to the seller before or during the period for filing the return.
21. Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documents" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other two requirements are that the vendor must have the certificate in his possession at the time the sale is made and must accept the documentation in good faith. The specific documentation required under OAC 710-65-7-6 is:
- A) Sales tax permit information may consist of:
- (i) A copy of the purchaser's sales tax permit; or
 - (ii) In lieu of a copy of the permit, obtain the following:
 - (I) Sales tax permit number; and
 - (II) The name and address of the purchaser;
- B) A statement that the purchaser is engaged in the business of reselling the articles purchased;
- C) A statement that the articles purchased are purchased for resale;
- D) The signature of the purchaser or a person authorized to legally bind the purchaser; and
- E) Certification on the face of the invoice, bill or sales slip or on separate letter that said purchaser is engaged in reselling the articles purchased.
- Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.
22. Pennsylvania: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser's Pennsylvania Sales and Use Tax eight-digit license number, subject to the provisions of 61 PA Code §32.3.
23. Rhode Island allows this certificate to be used to claim a resale exemption only when the item will be resold in the same form. They do not permit this certificate to be used to claim any other type of exemption.
24. South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are claimed to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:
- (1) The service is purchased for or on behalf of a current customer;
 - (2) The purchaser of the service does not use the service in any manner; and
 - (3) The service is delivered or resold to the customer without any alteration or change.
25. Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories and possessions.
26. Washington: A. Blanket resale certificates must be renewed at intervals not to exceed four years;
- B. This certificate may be used to document exempt sales of "chemicals to be used in processing an article to be produced for sale."
- C. Buyer acknowledges that the misuse of the tax due, in addition to the tax, interest, and any other penalties imposed by law.
27. Wisconsin allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption.

Terms and Conditions of Sale

These terms and conditions apply to all sales of products and services ("Products") by Jenne, Inc. ("Seller") and all related divisions and entities to you ("Buyer").

1. Acceptance. Seller's acceptance of all orders, by any means including oral, fax, e-mail, or electronic using Seller's website, is expressly conditioned upon Buyer's consent, either express or implied, to these terms and conditions. Seller will not accept, and hereby rejects, any other terms and conditions (whether written or oral) originating from Buyer that attempt to modify, add to, or otherwise change the terms and conditions stated herein. Buyer's acceptance of these terms and conditions may be made, in addition to any other act that constitutes acceptance by law, by any of the following: (a) Buyer's signature of Seller's Customer Application, (b) Buyer's written acknowledgment or other act or expression of acceptance, (c) Buyer's acceptance of shipment from Seller, or (d) Buyer's payment for any Products.

2. Shipment/Title/Risk of Loss/Taxes. Seller will select carrier to transport products to shipping location designated by buyer, unless at time the order is placed, buyer instructs Seller which carrier to use for product shipment. Seller shall not be liable for any shipping delays. Buyer shall bear all costs including without limitation, costs of transportation, insurance, applicable federal, state, municipal or other governmental taxes, applicable import/export or customs duties, license fees, brokerage fees and similar charges, however designated or levied on the sale of Products. All Products will be deemed accepted by Buyer upon shipment. Title to the Products shall pass to Buyer at the time the Products are loaded on a truck at Seller's dock or when delivered to Buyer's representative at Seller's facility. All risk of loss, damage, theft or destruction passes to Buyer at Seller's dock or when delivered to Buyer's representative at Seller's facility. No such loss, damage, theft or destruction to the Products, in whole or in part, shall impair the obligations of Buyer under this agreement, all of which shall continue in full force and effect. Buyer, at its expense, will make and negotiate any claims against any carrier, insurer, customs broker, freight forwarder or customs collector. Any loss occasioned by damage in transit will be for Buyer's account and claims for such loss shall be made solely against the carrier. All shipments to be made hereunder shall at all times be subject to the approval of Seller's credit department.

For shipment outside the US, title to the Products shall pass to Buyer at the time the Products are loaded on a truck at Seller's dock or when delivered to Buyer's representative at Seller's facility. All risk of loss, damage, theft or destruction passes to Buyer at Seller's dock or when delivered to Buyer's representative at Seller's facility. No such loss, damage, theft or destruction to the Products, in whole or in part, shall impair the obligations of Buyer under this agreement, all of which shall continue in full force and effect. Buyer, at its expense, will make and negotiate any claims against any carrier, insurer, customs broker, freight forwarder or customs collector. Any loss occasioned by damage in transit will be for Buyer's account and claims for such loss shall be made solely against the carrier. All brokerage fees, duties, taxes and import fees are the responsibility of the Buyer. All shipments to be made hereunder shall at all times be subject to the approval of Seller's credit department.

3. Shortages/Rejection of Delivery. All claims for damages or shortages of Products or Rejection of Products must be made by Buyer to Seller and Freight Carrier in writing within twenty four (24) hours of receipt of Products and must state in reasonable detail the reason for the rejection or the amount of the alleged damage or shortage. Unless such notice is given within such twenty-four hour period, Buyer is conclusively presumed to have fully inspected the Products with no claim for damages, shortages or grounds for rejection. Packages showing severe external damage at the time of delivery should be refused with refusal notice made to Seller. Minor damage or shortage at the time of delivery must be noted on the freight shipping ticket, signed and dated by the driver. Seller recommends to save all packing slips, boxes and packing material until the dispute is completely resolved.

4. Security Interest. To secure payment for all purchases from Jenne, Inc. now and in the future, Debtor hereby grants Jenne, Inc. a security interest in all of Debtor's now existing or hereafter created or arising personal property including, without limitation, all inventory, equipment, accounts, chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all fixtures, commercial tort claims, securities, supporting obligations and any and all proceeds of the foregoing. Buyer hereby authorizes Seller to prepare and file any financing statement as necessary under the UCC (PPSA Canadian customers). Buyer further agrees to promptly execute any other documents requested by Seller such as a security agreement, in order to protect Seller's security interest. Upon any default by Buyer of any of its obligations to Seller, Seller shall have all the rights and remedies of a secured party under the Uniform Commercial Code (or PPSA Canadian customers), which rights and remedies shall be cumulative and not exclusive.

5. Payment. Unless otherwise agreed in a writing signed by Seller, all purchases on credit terms must be paid in accordance with Seller's normal terms of sale, which are net thirty (30) days from invoice date and in payable in USD only. All past due amounts are subject to a one and a half percent (1.5%) monthly financing charge or the highest interest rate permitted by law, whichever is lower. All drafts dishonored for any reason shall be assessed a thirty dollar (\$30.00) service charge. Buyer may not use anticipated credit memos before Seller issues the credit on account. Payment using an anticipated credit memo before Seller has issued credit will be considered a short payment and may result in delayed shipments. Seller does not issue refunds. Credit memos must be used on current outstanding balances or future purchases. In the event that Buyer utilizes a credit card to purchase Products, Buyer agrees to not unnecessarily dispute such charges and further agrees to use best efforts to resolve any good faith dispute. Seller has no continuing obligation to deliver Products on credit. Seller may extend credit to Buyer for purchasing Products to the extent Buyer may be eligible under the applicable Seller's programs and consistent with Buyer's credit capability, as determined by Seller from time to time in Seller's discretion.

6. Returns. The terms for all Product returns are limited to those set forth in Seller's DOA and Non-DOA Return Policy which outline return merchandise authorization ("RMA") policies and procedures and are located on Seller's website and in Seller's catalog and may be modified in any manner and at any time by Seller. Requests for RMA are to be made on the Seller's website. All returns must be placed in shipping box along with RMA Packing List from Seller and clearly marked externally with the RMA number. All returns are subject to product replacement or credit only. The time period allowed for returns are determined by manufacturers of the Products and are listed in Seller's Website (RMA MFG Guidelines). Any shipment made to seller without an RMA number will be refused. Seller is not responsible for any items shipped to Seller without prior authorization.

7. No Warranties by Seller. Product warranties, if any, are provided by the manufacturer or publisher of the Products. SELLER MAKES NO WARRANTIES EXPRESS OR IMPLIED OF ANY KIND WITH REGARD TO THE PRODUCT. SELLER DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Events of Default. Buyer shall be in default under this agreement upon the happening of any of the following events or conditions: (a) default by Buyer on payment of any installment, invoice, bill or any other indebtedness or obligation now or hereafter owed by Buyer to Seller, (b) default in the performance of any obligation, covenant or liability contained in this agreement or any other agreement or document between Buyer and Seller, (c) any inaccuracy with respect to any warranty, representation or statement made or furnished by Buyer, (d) dissolution, termination of existence, insolvency, business failure, or discontinuance of Buyer's business or the appointment of a receiver for any part of the property of, or assignment for the benefit of creditors by, Buyer or the commencement of any proceedings under any bankruptcy reorganization or arrangement laws by or against Buyer or the attachment, levy, seizure or garnishment of any of Buyer's property, rights, assets (contingent or otherwise) including the Products, or (e) any change in control of the ownership or management of Buyer, unless prior to the occurrence of such change of control Seller shall have been notified in writing and Buyer shall have obtained Seller's prior written approval prior to such change in control.

9. Seller Remedies. A. Upon the occurrence of any event of default or any time thereafter, Seller may in its sole discretion, in addition to any other remedy available to Seller at law or in equity, at its option and without notice to Buyer, exercise one or more of the following remedies: (1) declare immediately due and payable all outstanding invoices under this or any other contract and demand or, without demand, sue for amounts then due or thereafter accruing under the invoice or under any other invoice, bill or other document evidencing Buyer's indebtedness to Seller, (2) suspend deliveries as to any or all Products, (3) to the extent permitted by law, take possession of the Products wherever found and for this purpose enter upon any premises of Buyer and remove the Products, without court order or other process of law, without any liability for damages, suit, action or other proceeding by Buyer as a result of such entry and/or removal, (4) cause Buyer, at its expense, to promptly return the Products to Seller in good, like-new condition, (5) sell the Products, or any part thereof at public or private sale (for cash or credit) at such time or times as Seller shall determine, free and clear of any rights of Buyer, and if notice thereof is required by law, any notice in writing of any such sale by Seller to Buyer not less than ten days prior to the date thereof shall constitute reasonable

notice thereof to Buyer, and (6) exercise any and all rights accruing to Seller under any applicable contract or law, including all rights and remedies accorded to sellers and secured parties under the Uniform Commercial Code. In the event of any default on the part of Buyer hereunder, Buyer shall pay any and all collection costs, including reasonable attorneys' fees and costs, incurred by Seller. No right or remedy conferred upon or reserved to Seller by this agreement shall be exclusive of any other right or remedy provided herein or by law. All rights or remedies conferred upon Seller by this agreement and by law shall be cumulative and in addition to any other right or remedy available to Seller.

10. Confidential and Proprietary Information. Each party acknowledges that all non-public information, disclosed as a result of performance of these terms and conditions whether tangible or intangible shall be deemed "Confidential and Proprietary Information". Each party agrees not to disclose or use such information except in connection with these terms and conditions or as required by law. Each party agrees to notify the other part of any subpoena or court order compelling disclosure of information.

11. Indemnification. Buyer agrees to indemnify and hold Seller and their officers, directors, servants, employees, agents and advisors harmless from and against any and all claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities that may result, in whole or in part, from any third party using the Products provided under this agreement. Any defense provided hereunder shall be by counsel of Seller's choice.

12. Limitation of Liability. In the event that a Product's malfunction leads to damage or injuries to the Products, to Buyer's business, the end-user's business, to other equipment, or residence, or to employees or to other persons, Seller shall not be liable for such damages or injuries. Notwithstanding the foregoing, Buyer understands and agrees that if Seller is found liable for any loss or damage, Seller's liability shall be limited to the price paid for such Products, and this liability shall be exclusive. Buyer understands and agrees that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of any of Seller's obligations or from negligence, active or otherwise, of Seller, or its agents, servants, assignees or employees. IN NO EVENT SHALL SELLER BE LIABLE FOR AMOUNTS REPRESENTING INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BUYER FROM AND AGAINST ANY OR ALL DAMAGES AND COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OR VIOLATION OF ANY PATENTS, TRADEMARKS, COPYRIGHTS OR OTHER PROPRIETARY RIGHTS BY ANY PRODUCTS.

13. Assignment. This agreement and all rights, obligations and performance hereunder may not be assigned by Buyer without prior written consent of Seller

14. Waiver. No delay or omission by Seller to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by Seller of any term, condition or agreements to be performed by Buyer or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other term, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless presented in writing to Seller and signed by an authorized representative of Seller.

15. Severability. If any section, term, condition or portion of this agreement shall be found to be illegal or void as being against public policy, it shall be stricken and the remainder of this document shall stand as the original.

16. Force Majeure. Seller shall not be liable for failure to perform or delays in performance caused by acts of God; war (declared or undeclared), riot or act of terrorism; fire, explosions or floods; strikes, work stoppages, slow-downs, or other labor difficulties; shortage of vehicles, fuel, power, material or labor; embargo or delay in transportation; accidents; compliance with any order or request by a government agency or official thereof; or any other event or contingency beyond its reasonable control. In the event of the occurrence of any of the foregoing, the time for performance shall be extended for such time as may be reasonably necessary to enable Seller to perform. Seller, may, during any period of shortage due to any of the above contingencies, allocate its available supply of Goods among itself and its customers in such manner as Seller, in its reasonable judgment, deems fair and equitable.

17. Governing Law/Venue. This agreement shall be construed and enforced in accordance with the laws of the State of Ohio without regard to the conflicts of law provisions thereof. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS, IF OTHERWISE APPLICABLE. All claims, actions, disputes, controversies or suits shall be litigated exclusively in the federal courts in the Northern District of Ohio, or the state or local courts located the County of Lorain, in the state of Ohio. Each party specifically consents to service of process by and the jurisdiction of and venue in those courts and Buyer, if not a resident of the United States, hereby appoints the Secretary of State of Ohio as its agent for service of process in the United States.

18. Entire Agreement/Modification. The parties intend this agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and thereof, and (b) are binding on the parties hereto, their successors and permitted assigns. No course of prior dealing or usage of trade shall be relevant to amend or interpret this agreement. This agreement may not be changed modified or amended except by an instrument in writing signed by both Seller and Buyer. All Products delivered to Buyer hereunder are for resale only and Buyer acknowledges and shall advise its customer that the Products may be controlled for export by the U.S. Department of Commerce and that the Products may require authorization prior to export from the United States.