

Business Information

Company Name: _____ Req. Credit Line: _____
Phone: _____ Fax: _____
Physical Address: _____ City/State: _____ Zip: _____
Mailing Address: _____ City/State: _____ Zip: _____
DBA: _____
FEIN: _____ Tax Exempt Number: _____
**** Please attach a copy of Exempt certificates if exempt ****
Business Type: _____ Date Est.: _____ Years in Business: _____

Credit Information

Owner: _____ Phone: _____
Address: _____ City/State: _____ Zip: _____
Ownership: Sole Proprietorship Partnership LLC Corporation Government

Accounts Payable

Contact Name: _____ Phone: _____
Email: _____ Fax: _____
Email Invoices/Statements: _____

Trade References

Company: _____ Phone: _____ Email: _____
Company: _____ Phone: _____ Email: _____
Company: _____ Phone: _____ Email: _____

Bank Reference

Bank: _____ Phone: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Account #: _____ Contact: _____
Has this company or any of it's principals ever filed bankruptcy? YES NO
If "YES", Please Explain: _____

Credit Department Use Only

Line of Credit: _____ Sales Rep: _____ Rep #: _____
Account #: _____ Account Class: _____ WH: _____
Account Type: Cash Credit Card Terms: Net _____

Printed versions are considered uncontrolled.

Name of Guarantor: _____

Address of Guarantor: _____

Name of Customer: _____

The undersigned (the "Guarantor"), to induce DiVal Safety Equipment, Inc., a New York corporation with offices at 1721 Niagara Street, Buffalo, NY 14207 ("DiVal") to sell or continue to sell equipment, supplies and/or other goods (together "Purchased Goods") to the above-named Customer, and in consideration of any such sales, hereby unconditionally and absolutely guarantees to DiVal, its successors, assigns and transferees, the timely and full payment of the entire purchase price of all Purchased Goods sold to Customer from time to time, together with all fees and expenses (including attorneys' fees) incurred by DiVal in connection with the collection or attempted collection of the same.

Guarantor hereby waives any right to require that any action or other proceeding be brought or instituted against Customer or any other person or party or to require that resort be had to any security as a condition precedent to the enforcement of this Guaranty.

Guarantor hereby waives, with respect to Customer and Guarantor, presentment, demand for payment, notice of dishonor, protest, notice of protest and all other notices in connection with the delivery, acceptance, performance, default or enforcement of this Guaranty.

No delay or omission by DiVal in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

This Guaranty is a continuing guaranty independent of and in addition to any other guaranty or collateral relating to the Purchased Goods. This is a guarantee of payment and not of collection. No modification or amendment of this Guaranty shall be effective unless in writing and signed by the party to be charged therewith. The terms of this Guaranty shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, this Guaranty has been duly executed by the Guarantor.

Guarantor

Date

Merchandise Return Policy

Please contact a DiVal Customer Service Representative to arrange for the return of a DiVal Product. The following procedure will ensure that your return is handled in a proper and expedient manner.

Discrepancy in Order or Damaged Goods

DiVal should be notified within 7 days following delivery of an discrepancy in the order or of damaged item received to be eligible for merchandise return.

Pre-Authorization

Before returning any merchandise to DiVal please contact customer service for a “**Returned Goods Authorization Number**” (RGA). Before calling have ready your purchase order and date of purchase of the goods as well as how many units you intend to return. Distributor must supply invoice number and serial numbers where applicable. Any product returned to DiVal without an RGA number will not be accepted and will be returned at your expense.

Eligible Products

Products ordered in connection with natural disasters, pandemic, or like situations may not be returned. Stock items may be returned to DiVal at any time within 60 days of purchase. Beyond 60 days, no return will be authorized. Only products in new, re-sellable condition will be accepted. No custom/special order items will be accepted for return. You will be notified if any merchandise is not eligible for credit due to product condition or other, even if properly returned under this program. Un-credited returned merchandise will be held for 30 days and then discarded unless you notify DiVal to return the product at your expense.

Product Packaging

To ensure that warehouse personnel properly process your return, please include the RGA number of the outside of the box you are returning. The products must be in the original packaging and inner bag sealed. Only products received by DiVal in re-sellable condition are eligible for credit. Any Damage found either resulting from use, handling or transportation will be your responsibility and are not eligible for credit.

Freight Prepaid

Authorized returning product must be sent to DiVal freight prepaid.

Merchandise Credit

Product returned to DiVal which has met the above criteria will be credited to the account in a form of a credit memo. This credit may be used toward past or future purchases of DiVal products and services. The value of the credit will be based upon your invoiced purchase price of the product, less applicable restocking fee, as well as the number of re-sellable units returned.

Restocking Fee

All returns will be charged a restocking fee of 20% of the original invoice price.

By my signature, I acknowledge that I have read, understand, and agree to DiVal's return policy as defined in this document.

Signature

Date