



# New Dealer Application

Thank you for selecting Mesa Safe Company as your security products supplier. We wish to provide to you in the most professional manner as possible. To establish your business, we would like for you to provide us with some information. Please complete the information requested below and fax or email it back to us. Thank you.

**Company Information:**

Company Name:						
DBA:						
Billing Address:						
City:		State:		Zip:		
Shipping Address: <small>if different from above</small>						
City:		State:		Zip:		
Phone:				Fax:		
Email Address:				Web Site:		

**Owners or Officers:**

Name:			Title:		
Name:			Title:		
<b><u>Years In Business:</u></b>					

**Please describe your business:**

Name of business:					
Products offered:					
Year Established:		Inventory Y/N		Separate Location Y/N	
URL:		How Many sku's do you Inventory?		Preferred payment Method	

**Resale Information:**

I hereby certify that I hold valid seller's permit #: \_\_\_\_\_  
 Issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling \_\_\_\_\_  
 \_\_\_\_\_ that the tangible personal property described herein which I  
 shall purchase from Mesa Safe Company will be resold by me in the form of tangible personal  
 property; PROVIDED, however, that in the event any of such property is used for any purpose  
 other than retention, demonstration, or display while holding it for sale in the regular course of  
 business, it is understood that I am required by the Sales and Use Tax Law to report any pay for  
 the tax, measure by the purchase price of such property.

Description of property to be purchased: \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

At: \_\_\_\_\_ By and Title: \_\_\_\_\_

**Bank Reference:**

Bank Name:						
Address:						
City:		State:		Zip:		
Phone:		Fax:				
Account Number:						

**Business Reference:**

Business Name:						
Address:						
City:		State:		Zip:		
Phone:		Fax:				
Product or Service Purchased:						

Business Name:						
Address:						
City:		State:		Zip:		
Phone:		Fax:				
Product or Service Purchased:						

Business Name:						
Address:						
City:		State:		Zip:		
Phone:		Fax:				
Product or Service Purchased:						

We understand and agree that all invoices are due on a net 30-day basis. We also understand and agree that Mesa Safe Company has our permission to conduct a credit investigation including but not limited to bank and trade references, and credit bureaus. In the event we default in our payments, we agree that Mesa Safe Company may assess us, and we agree to pay, reasonable late charges (not to exceed 2% per month, as permitted by law), attorney fees, collection agency fees and other costs associated with their collection efforts. The laws of the State Of California shall govern our relationship, including jurisdiction.

In consideration of Mesa Safe Company extending credit to the Company shown on this application, the undersigned jointly and severally agree to be personally liable for the payment of any amounts owing to Mesa Safe Company.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

### Personal Guaranty

In consideration of credit heretofore or hereafter granted by Mesa Safe, ( "Creditor") to \_\_\_\_\_ ("Debtor"), the undersigned hereby conditionally guarantees to Creditor full payment when due of any indebtedness of Debtor for (i) goods heretofore or hereafter sold or consigned to, or work-in-process identified for, Debtor by Creditor or (ii) services heretofore or hereafter performed for Debtor by Creditor, together with lawful interest from date due and all expenses of collection, including court costs and reasonable attorney's fees.

This guaranty shall be directly enforceable against the undersigned without first resorting to any remedies against Debtor. This guarantee shall be a continuing guarantee and shall remain in full force and in effect until undersigned gives written notice, by certified or registered mail, to Creditor to extend no further credit on the security of this guaranty. Such notice shall be ineffective as to any obligation (billed or unbilled) existing at the time such notice is received by Creditor. The undersigned hereby assents to all terms and conditions made or to be made with Creditor by Debtor. Any indulgences, renewals or extensions of any indebtedness guaranteed hereby shall not release the undersigned as a guarantor hereunder.

Reference to undersigned includes each and all of the undersigned and they shall be jointly and severally liable thereunder. This guaranty shall be the benefit of the Creditor, its successors and shall be binding upon the undersigned and their assigns, heirs, executors and other legal representatives.

Intending To Be Legally Bound Hereby, the undersigned have executed this guaranty this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_ Address  
Guarantor

X \_\_\_\_\_ Address  
Guarantor

X \_\_\_\_\_ Address  
Witness

# Mesa Safe Company

## Net Terms/Credit Card Authorization

Continued for (Company Name): \_\_\_\_\_

### Applying for Net Terms:

For your convenience, Mesa Safe offers several different ways to pay invoices from your Net 30 account.

- Pay by check mailed to 337 W Freedom Ave Orange, CA 92865.
- Check by fax/email. Send a copy of your printed check and we can process it same day at no extra charge.
- ACH. If you have an ACH account set up, we will accept payment via ACH at no extra charge.
- Wire transfer - \$12 fee. Account information given upon request. Please include wire transfer fee with each payment.
- Credit Card – 3.5% convenience fee will be charged to each transaction.

We anticipate we will require a Credit Line of \$\_\_\_\_\_ to handle our purchasing levels.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

### To Leave a Credit Card on File for Purchase:

By completing and signing the below, I authorize Mesa Safe Company to keep this card on file for all purchases made by me or \_\_\_\_\_ (company name). I also acknowledge and authorize the 3.5% convenience fee. Once processed, Mesa Safe/Securitybase.com will furnish a receipt of charges for my records.

Card Type: \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

CVV (3-Digit # on back of card): \_\_\_\_\_

Name as it appears on the card: \_\_\_\_\_

Billing Address of Card (including zip): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

\*\*\*If you do not wish to keep a credit card on file please use our **Dealer Portal**.  
Visit [MesaSafe.com/dealer](http://MesaSafe.com/dealer) OR Call **800.490.5627** with your payment information.\*\*\*

We are authorizing the Release of any credit information regarding our accounts needed by **Mesa Safe Company**. This information will be used explicitly for the establishment of an Open Account and Credit Line. This information is to be kept in the strictest of confidence.

Sign:		Print:	
Title:		Company:	

[Please fill out one for each of your Business References]

[Fill Out Top Portion Only]

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**ATTENTION: ACCOUNTING DEPARTMENT:**  Urgent  Please Reply

**FROM:** Mesa Safe **FAX:** (714) 627-4016 **ATTENTION:** Travis Fregoso

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To: \_\_\_\_\_ Fax # \_\_\_\_\_

Regarding: \_\_\_\_\_

To Whom It May Concern:

The above customer is applying for a Credit Line with us and has given your company as a reference. Kindly provide us with the following information and return this form to:

**FAX No. (714) 627-4016 ATTENTION: Travis Fregoso**

For any questions, Please call us at (714) 202-8000 x 140

DATE OPENED: \_\_\_\_\_  
DATE OF LAST SALE: \_\_\_\_\_  
TERMS: \_\_\_\_\_  
CREDIT LIMIT: \_\_\_\_\_  
AMOUNT NOW OWING: \_\_\_\_\_  
AMOUNT PAST DUE: \_\_\_\_\_

**MANNER OF PAYMENT:** **(YES or NO)**

SLOW: \_\_\_\_\_  
DAYS: \_\_\_\_\_  
SECURED: \_\_\_\_\_  
SENT TO COLLECTIONS: \_\_\_\_\_  
RATING: \_\_\_\_\_  
AVERAGE DAYS TO PAY: \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We are authorizing the Release of any credit information regarding our accounts needed by **Mesa Safe Company**. This information will be used explicitly for the establishment of an Open Account and Credit Line. This information is to be kept in the strictest of confidence.

Sign:		Print:	
Title:		Company:	

[Please fill this out for your Bank Reference]

[Fill Out Top Portion Only]

**ATTENTION: ACCOUNTING DEPARTMENT:**  Urgent  Please Reply

**FROM:** Mesa Safe **FAX:** (714) 627-4016 **ATTENTION:** Travis Fregoso

To: \_\_\_\_\_ Fax # \_\_\_\_\_

Regarding: \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

To Whom It May Concern:

The above customer is applying for a Credit Line with us and has given your bank as a reference. Kindly provide us with the following information and return this form to:

Fax No. (714)-627-4016 **ATTENTION:** Travis Fregoso

For any questions, Please call us at Tel. NO. (714) 202-8000 x 140

DATE OPENED: \_\_\_\_\_

DATE OF LAST SALE: \_\_\_\_\_

AVE. BALANCE MAINT.: \_\_\_\_\_

AMOUNT NOW OWING: \_\_\_\_\_

NSF CHECKS: \_\_\_\_\_

CREDIT LIMIT: \_\_\_\_\_

AMOUNT PAST DUE: \_\_\_\_\_

SLOW: \_\_\_\_\_

DAYS: \_\_\_\_\_

**MANNER OF PAYMENT:**  
**(YES or NO)**

SECURED: \_\_\_\_\_

SENT TO COLLECTIONS: \_\_\_\_\_

RATING: \_\_\_\_\_

AVERAGE DAYS TO PAY: \_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# ***MESA SAFE COMPANY TERMS & CONDITIONS***

## **RETURNS**

Merchandise may not be returned without our prior approval and the issuance of a Returned Goods Authorization (RGA). If the merchandise is returned without a Returned Goods Authorization number it will be refused. This also applies to damaged returns.

The safe must be in "brand new" resalable condition, charges may occur if it is not in this condition.

If any of the packaged accessories have been used (example: batteries, etc.) there will be a replacement charge.

The safe will be inspected upon arrival and additional charges may occur if the safe is damaged.

Non-stock, special goods or items fabricated, modified, or cut to size per order are not returnable.

If Mesa Safe Company is not at fault, the customer will pay all freight on returns (this includes the original shipping and return shipping costs). These situations include but are not limited to: buyer's remorse, canceled orders after product has shipped, ordered incorrect model / part, etc.

No returns will be accepted after 30 days of receipt.

A restocking fee for undamaged returns will be charged for 20% of the merchandise cost.

## **FREIGHT SHIPMENTS**

**IMPORTANT:** It is the seller's responsibility to notify the customer to inspect their safe upon delivery and note any damages on the delivery driver's copy of the bill of lading / proof of delivery.

If the product is found to be damaged upon inspection the customer must either refuse the shipment or note the damages on the delivery driver's copy of the bill of lading / proof of delivery (please be sure that the driver did note the damages).

If the customer receives the product without inspection upon delivery and then notices damages, the seller or the customer must contact the freight carrier for reconciliation. We will not be held liable for any damages that were not noted at the time of delivery.

## **FREIGHT DAMAGES**

The customer is responsible for inspecting the product upon delivery. If the product is found to be damaged upon inspection the customer must either refuse the shipment or note the damages with the delivery driver (please be sure that the driver did note the damages).

If the customer receives the product without inspection upon delivery and then notices damages, the customer must contact the freight carrier for reconciliation. We will not be held liable for any damages that were not noted at the time of delivery.

We must be notified of the damages within 72 hours from the time the safe was delivered or refused.

### **3<sup>rd</sup> PARTY FREIGHT DAMAGES**

The 3<sup>rd</sup> party will be responsible for filing the claim with their freight carrier.

The damaged product is no longer the property of Mesa Safe Company.

If the product is returned back to Mesa Safe Company, we will store the product for 45 days. You must notify us within 45 days of Mesa Safe Company receiving the damaged product on what to do with the product. If we are not notified after this 45 day period we will discard the safe and we will not be held liable for any credits or reimbursements on the discarded product.

### **SMALL PACKAGE DAMAGES**

We must be notified within 72 hours from the time the safe was delivered. The customer must hold onto the original packaging and all of its contents.

### **3<sup>rd</sup> PARTY SMALL PACKAGE DAMAGES**

The 3<sup>rd</sup> party will be responsible for filing the claim with their freight carrier.

The damaged product is no longer the property of Mesa Safe Company.

If the product is returned back to Mesa Safe Company, we will store the product for 45 days. You must notify us within 45 days of Mesa Safe Company receiving the damaged product on what to do with the product. If we are not notified after this 45 day period we will discard the safe and we will not be held liable for any credits or reimbursements on the discarded product.

### **WHITE GLOVE DELIVERY**

The product must be inspected upon delivery, before the white glove procedure is performed. If the safe is defective or damaged DO NOT proceed with the white glove portion of the delivery. You must contact Mesa Safe Company immediately and Mesa Safe Company will determine what procedures will be taken to get the issue resolved.

If the safe is not inspected upon delivery and the white glove procedure is performed and then the safe is found to be defective or damaged, the customer will be responsible for getting the safe ready for pick up and Mesa Safe Company will not be responsible for any future white glove charges if a replacement safe is requested.

### **WARRANTY (Excludes Mesa Burglary & Fire Gun Safes or Constitution Safes)**

Mesa Safe Company will guarantee your Mesa Safe free from defects for a period of one year from original purchase date on manufacture defects only. This warranty is non-transferable and only applies to the original owner with a proof of purchase from an authorized dealer.

Mesa Safe Company will not, under any circumstances, be liable to the initial consumer for any incidental, consequential, special, exemplary, or punitive damages arising out of the purchase or use of any Mesa Safe Company product(s) including fire resistant steel safes. Mesa Safe Company's liability for any breach of this warranty shall be limited exclusively to repair or replacement of the defective product(s), as described above or a refund of the product(s). In no event shall Mesa Safe Company's obligation under this warranty exceed the price of the original product(s). Under no circumstances will Mesa Safe Company be held liable for contents stored inside the Safe(s)



This warranty is limited to the terms stated herein. All expressed and implied warranties including the warranties of merchantability and fitness for a particular purpose are excluded, except as stated above. Mesa Safe disclaims all liabilities for incidental or consequential damages resulting from the use of this product, or arising out of any breach of this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may have other rights as well, which will vary from state to state.

This warranty is only valid in the United States.

### **MESA BURGLARY & FIRE GUN SAFE OR CONSTITUTION SAFE LIMITED LIFETIME WARRANTY**

If you are the original owner of a Mesa Burglary & Fire Gun Safe or Constitution Safe that suffers damage due to theft or fire, Mesa Safe will replace the safe with absolutely no product cost to you. You must provide Mesa Safe with a properly filed police and or fire department report, within 30 days of incident. We will either repair or replace (at our option) with a current Mesa Safe model of comparable value. YOU ARE RESPONSIBLE FOR ANY REMOVAL CHARGES AND FOR ANY SHIPPING CHARGES. Under no circumstances will Mesa Safe be held liable for contents of said Safe(s). This warranty is non-transferable and only applies to the original owner with a proof of purchase from an authorized dealer. For additional assistance, please contact us. Mesa Safe provides world class customer service and stands behind each of our products 100%.

Mesa Burglary & Fire Gun Safe or Constitution Safe's Electronic Lock Limited 1 Year Warranty:

Mesa Safe will guarantee your Mesa Safe Brand electronic lock free from defects for a period of one year from original purchase date on manufacture defects only. This warranty is non-transferable and only applies to the original owner with a proof of purchase from an authorized dealer.

Mesa Safe Company will not, under any circumstances, be liable to the initial consumer for any incidental, consequential, special, exemplary, or punitive damages arising out of the purchase or use of any Mesa Safe Company product(s) including fire resistant safes. Mesa Safe Company's liability for any breach of this warranty shall be limited exclusively to repair or replacement of the defective product(s), as described above or a refund of the product(s). In no event shall Mesa Safe Company's obligation under this warranty exceed the price of the original product(s).

This warranty is limited to the terms stated herein. All expressed and implied warranties including the warranties of merchantability and fitness for a particular purpose are excluded, except as stated above. Mesa Safe Company disclaims all liabilities for incidental or consequential damages resulting from the use of this product, or arising out of any breach of this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may have other rights as well, which will vary from state to state.

This warranty is only valid in the United States.

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