



JEM SECURITY

Rare Prices, Brilliant Services

Vendor Data Sheet & Application

GENERAL INFORMATION:

1. Firm or Business Name: _____

2. Doing Business As (DBA): _____

3. Street Address: _____

4. Billing Address: _____

5. City _____ State _____ Zip _____

6. Telephone () _____ 7. Fax () _____

8. Please list all offices and/or affiliate addresses below:

9. E-Mail Address: _____

10. Accounts Payable Contact Name: _____

11. Years in Business _____ 12. Federal Tax Number: _____

13. Type of Business: ___ Sole Proprietorship ___ Corporation
 ___ Partnership ___ Subsidiary

14. Type of work: _____

15. Proprietor, Partners, Officers, if incorporated:

Name: _____

Title: _____

Name: _____

Title: _____

16. Year Business Established: _____ 17. At Present Location Since? _____

18. List employee(s) names and titles that can sign contracts and/or authorize purchase orders/work orders on behalf of your company:

1. _____ 2. _____
3. _____ 4. _____

19. Are you accredited by the Better Business Bureau? ___ Yes ___ No



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CREDIT REFERENCES: (Please provide three)

1. **Company Name:** _____
Mailing Address: _____
Telephone Number: _____ **Fax Number:** _____
Contact Person: _____ **Title:** _____
E-Mail Address: _____
How Long Have You Been Doing Business With This Company? _____

2. **Company Name:** _____
Mailing Address: _____
Telephone Number: _____ **Fax Number:** _____
Contact Person: _____ **Title:** _____
E-Mail Address: _____
How Long Have You Been Doing Business With This Company? _____

3. **Company Name:** _____
Mailing Address: _____
Telephone Number: _____ **Fax Number:** _____
Contact Person: _____ **Title:** _____
E-Mail Address: _____
How Long Have You Been Doing Business With This Company? _____

AUTHORIZATION FOR RELEASE OF INFORMATION:

I hereby warrant that the above information is true and correct and is furnished for the purpose of establishing a vendor relationship with JEM Security LLC. I hereby agree that JEM Security LLC may investigate my record and that, if approved, JEM Security LLC may furnish this authorization to secure the information they need to establish a business relationship.

Name

Title



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SALES AGREEMENT

THIS AGREEMENT is to certify that on this date of _____, 2019
_____, a _____, having an address of _____,
_____, hereinafter referred to as Buyer,
and **JEM Security, LLC, an Arizona Limited Liability Company**, having an address of **PO
BOX 12492 – Scottsdale, AZ 85267**, hereinafter referred to as Seller, have entered into thus
agreement for purchase and sale of products.

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

AGREEMENT TO PURCHASE. Buyer wishes to purchase certain products (the “Product”) from Seller. Seller hereby agrees to sell the Product for the purchase price (“Purchase Price”) described on one or more purchase orders, invoices and/or other written communication, including emails (collectively “Purchase Order”), which or may not be signed by both Buyer and Seller but which shall be deemed attached hereto and made a part hereof. Each Purchase Order must contain a description of the Product ordered, the quantities and prices, the shipment schedule, the terms and place of delivery, and/or any other terms required by the parties. All Purchase Order(s) shall be approved in writing and/or accepted via written communication, including emails, by both Buyer and Seller. No Purchase Order shall be binding upon Seller unless said Purchase Order has been accepted by Seller in writing and/or accepted via written communication, including emails. Every Purchase Order issued by Buyer to Seller or by Seller to Buyer following the effective date of this Agreement shall be governed by and be deemed to include the provisions of this Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the terms of a Purchase Order, the terms and conditions of this Agreement will prevail.

SELLER AGREES TO THE FOLLOWING:

- (1) Seller retains all right, title and interest in and to said Product, as security for the Buyer’s performance. Once payment is received in full together with any other payments that may become due hereunder, Seller shall transfer all ownership interest of the Product to the Buyer.
- (2) Seller assumes all risk of loss until the Buyer is in actual receipt of the Product or any portion thereof.
- (3) In the event that Seller defaults hereunder prior to the date that the Product leave the supplier or manufacturer, Seller shall return the Deposit, or any part thereof, to Buyer and neither party shall have any further liability or obligation to perform hereunder.



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BUYER AGREES TO THE FOLLOWING:

(1) Buyer agrees to pay for the Product according to the Seller's payment terms, which it defaults for NET 30. Payment terms are cash in advance except where open account credit is established and maintained to the satisfaction of Seller, in which case payment terms are net thirty (30) days from date of shipment. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time. Payment shall be made for the Product without regard to whether Buyer has made or may make any inspection or use of the Product. In the event Buyer fails to make any payment to Seller when due, Buyer's entire account(s) (all Purchase Order(s) outstanding) with Seller shall become immediately due and payable without notice or demand. In the event that Buyer has not paid to Seller the entire Purchase Price on or before the date specified in any applicable Purchase Order, Buyer shall pay interest in the amount of 1.5% per month on all past due balances. Buyer does hereby grant Seller a purchase money security interest in the Product until such time as Seller is fully paid. Buyer will assist Seller in taking the necessary action to perfect and protect Seller's security interest. No Product furnished by the Seller shall become a fixture by reason of being attached to real estate.

(2) If the Product is delivered in installments, Buyer shall pay such amounts as stipulated by Seller. Each shipment shall be treated as a separate transaction, but in the event of any default of Buyer, Seller may decline to make further shipments without in any way affecting its rights hereunder. If, despite any default by Buyer, Seller elects to continue to make shipments, Seller's action shall not constitute a waiver of any default by Buyer or in any way affect Seller's legal remedies for any such default.

(3) Buyer is responsible for all transportation and delivery expenses. The title to the Product shall pass to Buyer upon receipt by Seller of the entire Purchase Price, the transportation and delivery expenses, and other any charges or costs due therefor.

(4) Seller may cancel this Agreement for failure of Buyer to remit payment for Product at the times and in the amounts as herein stipulated and agreed.

WIRING INSTRUCTIONS: The Purchase Price to be paid to Seller hereunder shall be in immediately available funds and shall be wired as follows:

TERM: The Term of this Agreement shall be for one (1) year from the date of execution by both parties. This Agreement shall automatically renew for successive one (1) year terms unless either party has provided the other party with thirty (30) days' notice of its intent not to renew prior to the expiration of any than current Term. In any event, Buyer may not terminate this Agreement until all sums due and owing to Seller have been paid in full.

BUYER AND SELLER AGREE TO THE FOLLOWING:

1. Cancellation for Cause.

a. Either party may cancel this Agreement in the event the other party is in default of any of the material provisions of this Agreement or is in default under any Purchase Order, and the default



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is not cured within thirty (30) days of receipt by the other party of written notice from the party giving notice specifying the nature of the default and corrective action that may be taken, if any. Any default upon failure to pay monies due and payable, shall be limited to a cure period of five (5) days.

b. In the event of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller is entitled to cancel any Purchase Order then outstanding and will receive reimbursement for the reasonable and proper cancellation charges accrued by Seller, and this Agreement will be deemed terminated.

c. In the event of insolvency as defined by the Uniform Commercial Code in effect in Arizona, any act of bankruptcy, whether voluntary or involuntary, or any insolvency proceeding instituted by or against Buyer, the failure by Buyer to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the Product covered by a Purchase Order, Seller may refuse delivery of the Product covered by this Agreement except for cash, including payment for all Product already delivered under the Agreement, and Seller may stop delivery of Product in transit.

d. Buyer agrees that diversion of the Product that are the subject of this Agreement from the destinations identified in the common carrier/freight forwarder's export declaration constitutes a fundamental and material breach of this Agreement. If the Product is diverted from the intended destinations, then, the Purchase Order may be voided in the sole discretion of Seller, and all right, title, and interest in the Product that passed under it will revert to Seller. In the event of a breach, Buyer is liable to Seller for all costs, fees, and expenses incurred by Seller in connection with the recovery of the Product, including reasonable attorney fees. This provision may not be waived except in a writing signed by Seller.

2. Remedies of Seller. On default by Buyer, Seller has the option of refusing to perform further under any existing Purchase Order or this and any other existing Agreement between the parties that Seller may elect, and Seller may rescind any agreements between the parties and hold Buyer liable for all outstanding invoices, resulting damages and losses, or of reselling, at public or private sale, undelivered Product covered by this and any other existing Agreement between the parties that Seller may elect. Seller is not liable to Buyer for any profit on any resale, but Buyer remains liable to Seller for the difference between (1) the Purchase Price of the Product, plus all expenses and charges for the account of Buyer specified in this Agreement and all expenses of storage and resale, and (2) the resale price of the Product. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law, including those under the Uniform Commercial Code in effect in Arizona.

3. Delivery. Seller will make a good faith effort to complete delivery of the Product as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including, but not limited to, liability for Seller's non-performance caused by force majeure, as defined below.

4. WARRANTY. THE BUYER'S SOLE AND EXCLUSIVE WARRANTY FOR A DEFECTIVE PRODUCT IS A ONE (1) YEAR LIMITED WARRANTY BEGINNING FROM THE SHIPMENT DATE OF THE PRODUCT ORDERED, AS FURTHER DETAILED IN



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THIS AGREEMENT. OTHERWISE, SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE PRODUCT SOLD BY SELLER. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL SELLER'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S); NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL PRODUCTS AND/OR SERVICES PROVIDED BY SELLER AND ITS EMPLOYEES AND AGENTS ARE PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS." THIS DISCLAIMER DOES NOT APPLY TO ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF THE PRODUCT. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INDIRECT, INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR JEM SECURITY'S GROSS NEGLIGENCE, INTENTIONAL, WILLFUL, RECKLESS OR MALICIOUS MISCONDUCT, OR FRAUD.

5. Warranty Obligations of Parties. If a defect in the Product is claimed by Buyer and it is still under the one (1) year warranty of the Seller, Buyer must allow Seller a reasonable time to remedy the defect, but not more than sixty (60) days. Buyer will render necessary assistance to Seller and furnish adequate means for operating and testing the Product. Should the Product prove defective and the defect is not remedied, the Product, or particular part, attachment, or article that fails to conform to the warranty in this Agreement must be returned by Buyer in as good condition as received, except for ordinary wear, to the Seller. Buyer must immediately notify Seller in writing of the return, and Seller may then, at the option of Seller, either replace or repair the Product or rescind this Agreement so far as the Product is concerned. If any Product is returned by Buyer during the warranty period and the returned Product is not replaced or repaired by Seller pursuant to the applicable warranty in effect, then Seller will refund to Buyer the Purchase Price paid or given for the particular defective Product, or Seller must credit the account of Buyer, in a like amount, and no further claim for the defect can be made against Seller. The warranty provided for each piece of Product above does not apply to any of Seller's Product that has been subjected to improper use, improper installation, improper repair by unauthorized service personnel, tampering, negligence, abuse, or accident.

6. Seller Disclaimers. Buyer acknowledges that Seller does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or



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character, expressed or implied, with respect to (i) the Product sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the Product, (iii) the engineering, design, fabrication work or any other work supplied by Seller and the manufacturers or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of the Product and/or rendering of its services. Any recommendations made by Seller concerning the use, design, application or operation of the Product shall not be construed as representations or warranties, expressed or implied. Failure by Seller to make recommendations or give advice to Buyer shall not impose any liability upon Seller.

7. Indemnification.

a. The Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the Product. Seller makes no promise or representation that the Product will conform to any federal, state, local or any other country's laws ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Seller.

b. Seller shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of improper installation or misapplication of the Product. Buyer shall defend, indemnify and hold harmless Seller and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the installation, use, or repair of the Product by Buyer or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent and/or contributory negligence of Buyer, Seller, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this Agreement.

8. Inspection and Acceptance. Claims for damage, shortage or errors in shipping must be reported within two (2) days following delivery to Buyer. Buyer shall have five (5) days from the date Buyer receives any Product to inspect such Product for nonconformance which is not due to damage, shortage or errors in shipping and notify Seller, in writing within those five (5) days, of nonconformance or rejection of such Product, and if for such reasons, Seller will guarantee a refund for any Purchase Order returned within these five (5) days of delivery, less the shipping or delivery charges, subject to the terms of this Agreement. If the Purchase Order contains a Product that was a special order or request and it is not carried in stock by the Seller, then there will be a twenty percent (20%) restocking fee. After such thirty (30) day period, Buyer shall be deemed to have irrevocably accepted the Product, if not previously accepted. After such acceptance, Buyer shall have no right to reject the Product for any reason or to revoke acceptance, but the Product will remain subject to Seller's one (1) year warranty if Product is defective. Buyer hereby agrees that such thirty (30) day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right to order any change or modification to any Product previously ordered by Buyer or its representatives or cancel any order without



Seller's written consent and payment to Seller of all charges, expenses, commissions and reasonable profits owed to or incurred by Seller. The sole and exclusive remedy from the Seller for a Product alleged to be defective in workmanship or material will be the specific warranty one (1) year warranty, and Buyer shall have any other remedies and provisions in effect from each specific manufacturer of any allegedly defective Product, which warranty shall be set forth by the manufacturer and cannot be claimed through Seller

9. Shipments. Seller's obligation for the shipment of the Product shall be to deliver same to the Buyer. Risk of loss shall transfer to the Buyer upon tender of Product and payment in full by Buyer to Seller. Risk of loss shall remain with Seller until insurance coverage for the full value of the goods against loss from any cause during transportation is procured in favor of Buyer by either Seller or Buyer from [name of insurer], or any other insurer acceptable to Buyer. Seller shall not, however, bear the risk of loss after [specification of date], regardless of whether the goods are insured or not. The Buyer shall be responsible for the payment of all freight and shipping cost and expenses, including the arrangement for insurance to cover any damage to the Product during shipping. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be at Buyer's sole cost and expense. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Product erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer.

10. Taxes. The amount of any sales, excise or other taxes, if any, applicable to the Product shall be added to the Purchase Price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities. Any taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the Product, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand.

11. Severability. The terms and conditions of this Agreement shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance therefrom.

12. Set-Off. Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with this Agreement.

13. Non-Waiver. Any of the Parties' failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of its rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by an authorized officer of such Party.



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14. Force Majeure. Seller will not be liable for delays or failures to perform due to causes that are outside the reasonable control of the Seller, including without limitation, acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Whenever such causes are removed or cease, the Seller will continue to perform under the terms of this Agreement. The failure to pay monies due and owing hereunder shall never be excused due to a force majeure event for either party.

15. Attorneys' Fees. Should any litigation, action, or suit or other proceeding be commenced between the parties hereto in a court which has jurisdiction over any other party hereto or any or all of his or its property or assets concerning any provisions of this Agreement or the rights and duties of any person or entity in relation thereto, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees including an appeal or enforcement of any judgment which shall be determined by the court in such litigation or in a separate action brought for that purpose.

16. Governing Law. This transaction shall be governed in all respects by the laws of the State of Arizona (excluding choice of law provisions). The parties hereby agree that the forum for litigation of all actions, regardless of form, arising out of or related to this Agreement, related purchase order, invoice, or the products sold hereunder must be brought against any Party within the applicable statutory period, but in no event more than ONE (1) YEAR after the date of invoice, and shall be exclusively litigated within the Courts located in Miami-Dade County, Arizona.

17. Compliance with Laws.

a. Compliance with Laws. In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by both parties.

b. Export Controls. Buyer acknowledges that Seller has informed it that US law and the US Export Administration Regulations ("EAR") govern and may prohibit the re-export or other disposition of Seller's Product, spare parts, and related technical data received by Buyer or its customers without prior US Government approval. Buyer therefore agrees that it, and not Seller, will be solely responsible for obtaining any and all necessary export licenses and complying with all the terms, conditions, required procedures, and documentation of any export license issued for the delivery of the Product subject to this Agreement.

c. Ethical Practices. Buyer agrees and warrants that in the performance of its obligations under this Agreement it will not take any action that will render Seller liable for a violation of the US Foreign Corrupt Practices Act, which prohibits the offering, giving, or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party, or instrumentality thereof in order to assist it or Seller in obtaining or retaining business. Violation of this section by Buyer instantly renders this Agreement null and void.

d. Antiboycott Compliance. Buyer acknowledges that it is solely responsible for complying with the Export Administration Act provisions concerning antiboycott compliance, that is, that Buyer acknowledges that it is prohibited from taking or knowingly agreeing to take any of the actions



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contained in the law, in either interstate or foreign commerce of the US, with the intent to comply with, further, or support any boycott fostered or imposed by a foreign country against a country that is friendly to the US.

18. Section and Paragraph Headings. The headings contained in this Agreement are for reference only and shall have no effect upon the meaning or interpretation hereof.

19. Entire Agreement. This Agreement along with the Purchaser Order, and any other written statements by Seller regarding the Product (if any) by Seller (which are hereby incorporated by reference) constitute the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed both by an officer of Seller and the Buyer representative signing this Agreement or an officer of Buyer duly appointed for such purpose. All transactions shall be governed solely by the terms and conditions contained or referenced herein.

This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by telecopy or other means of electronic communication producing a printed copy will be deemed to be an execution and delivery of this Agreement on the date of such communication by Seller or Buyer so delivering such a copy.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this AGREEMENT as of the date first-above written.

Witnesses: _____ Buyer: _____
_____ (SEAL)

By:
Its:

Witnesses: _____ Seller: **JEM Security, LLC, an Arizona LLC**
_____ (SEAL)

By:
Its: