



San Diego Lock & Safe™  
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**GENERAL TERMS and CONDITIONS for SAN DIEGO LOCK & SAFE™ COMMERCIAL CREDIT / BUSINESS ACCOUNTS**

- 1) All sales made by San Diego Lock & Safe™ ("San Diego Lock & Safe™") are subject to the following terms and conditions. Such terms and conditions shall prevail over any inconsistent terms contained in any purchase order (or similar purchase documents) of any person or entity purchasing goods or services from San Diego Lock & Safe™ on an approved Corporate Credit Account basis ("Purchaser"). These General Terms and Conditions shall be considered read and agreed to by being made available for download on the same page as the original corporate credit application.
- 2) Purchaser agrees to pay San Diego Lock & Safe™ within thirty (30) days of the date of any invoice from San Diego Lock & Safe™, except that Purchaser may take a two percent (2%) discount for payments made by Purchaser within **fifteen (15) days of the date of any such invoice**. Purchaser may alternatively request & receive a three percent (3%) discount for payments made by Purchaser by Business Check to tech **on day of service** on any such invoice. Purchaser may alternatively take a four percent (4%) discount when making **same day of service direct** (Self Pay) Credit Card payments at this URL: <https://www.sandiegolockandsafe.com/invoicepay.html> - Credit Card payments processed by San Diego Lock & Safe™ via phone **on day of service** are eligible for a two percent (2%) discount. (discounts are NOT combinable). A finance charge equal to the lesser of two percent (2%) per month or the rate prescribed by law will be charged on any balance not paid by Purchaser within thirty (30) days of the date of any invoice from San Diego Lock & Safe™. A minimum Thirty Dollar (\$35.00) returned check charge shall apply to all of Purchaser's checks returned for insufficient funds. If Purchaser's checks are returned twice during any twelve (12) month period, Purchaser shall be required to pay for goods and/or services from San Diego Lock & Safe™ on a C.O.D., cash only basis. Purchaser agrees to pay all collection costs, including actual attorneys' fees and any court costs, incurred by San Diego Lock & Safe™ in connection with such collection of sums due.
- 3) Except as expressly provided otherwise, Purchaser shall be responsible for all freight charges. Shipments will be made via "best way", and will always require a signature delivery. Most shipments will be shipped via DHL Ground or UPS Ground. FedEx and USPS shipping is available ONLY on request, and ONLY on a paid freight charge basis. Stock orders exceeding One Thousand Dollars (\$1,000.00) will be shipped fully prepaid unless other arrangements are made with Purchaser, and available in writing, and in advance of purchase. At no time, barring pre-existing arrangements, in writing, shall any purchase exceeding One Thousand Dollars (\$1,000.00) be shipped without a minimum Fifty Percent (50%) prepayment.
- 4) Any person or entity (including any person guaranteeing another person or entity's obligations to San Diego Lock & Safe™) applying for credit from San Diego Lock & Safe™ (each such person, entity, and guarantor being an "Applicant") hereby authorizes San Diego Lock & Safe™ to instigate credit inquiries and otherwise investigate any and all information reasonably required by San Diego Lock & Safe™ to determine such Applicant's credit worthiness. Specifically, the Applicant hereby authorizes any person(s), credit reporting agencies, and or entities which possess any credit information relating to the Applicant ("Credit Information") to furnish and/or fully discuss same with San Diego Lock & Safe™. Further, San Diego Lock & Safe™ shall have the right at anytime to disclose or discuss the Credit Information with any person(s), credit reporting agencies, and/or entities. Applicant does hereby release San Diego Lock & Safe™ and any person(s), credit reporting agencies, and/or entities from any and all liability with respect to same.
- 5) Prices, including prices in quotations made by San Diego Lock & Safe™, are subject to change without notice. All such quotations expire thirty (30) days from the date of issue, unless otherwise noted by San Diego Lock & Safe™.
- 6) For stock goods: Purchaser must notify San Diego Lock & Safe™ of any damaged goods within two (2) days of Purchaser's receipt of same. In the event that Purchaser so notifies San Diego Lock & Safe™, San Diego Lock & Safe™ may, at San Diego Lock & Safe™'s option, either repair or replace the damaged goods, at San Diego Lock & Safe™'s expense. Purchaser agrees to promptly return any damaged goods to San Diego Lock &

Safe™'s business office to enable San Diego Lock & Safe™ to effect such repair or replacement. Any attempt by Purchaser to install, repair, or otherwise utilize the goods shall void this limited warranty with no recourse. San Diego Lock & Safe™ shall have no liability for delay or for special, indirect, exemplary, incidental, consequential or punitive damages or for any other loss. UNLESS OTHERWISE PROHIBITED BY LAW, THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY San Diego Lock & Safe™ AND THERE ARE NO OTHER WARRANTIES OTHER THAN AS STATED HEREIN, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER NATURE; San Diego Lock & Safe™ HEREBY DISCLAIMING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER SUCH EXPRESS OR IMPLIED WARRANTIES. PURCHASER ACKNOWLEDGES THAT THE REPAIR OR REPLACEMENT OF A DEFECT IN OR FAULTY ITEM SHALL BE PURCHASER'S SOLE REMEDY. IN NO EVENT SHALL San Diego Lock & Safe™'S LIABILITY TO PURCHASER EXCEED AMOUNTS PAID OR PAYABLE BY PURCHASER UNDER THE AGREEMENT FROM WHICH SUCH LIABILITY (IF ANY) ARISES.

7) San Diego Lock & Safe™ generally does not accept returns of non-damaged stock goods. Except as expressly provided for herein, authorization for any returns for non-damaged stock goods shall be made on a case-by-case basis, and subject to the prior approval of San Diego Lock & Safe™ provided that: (i) San Diego Lock & Safe™ so approves the return of the stock goods; (ii) Purchaser returns such stock goods to San Diego Lock & Safe™ within ten (10) days of the date of Purchaser's purchase of such stock goods; and (iii) Purchaser agrees to a restocking charge equal to twenty-five percent (25%) of the price of the such stock goods, then Purchaser may return such non-damaged stock goods to San Diego Lock & Safe™. Postage for pre-approved return of non-damaged stock goods shall be the sole responsibility of the Purchaser, and insured, signature delivery is required before we will accept such pre-approved returns.

8) San Diego Lock & Safe™ is not responsible for the shipping date of any special order items. **Notwithstanding paragraph 7 to the contrary,, special order items are generally non returnable.** However, in rare circumstances, the manufacturer of a special order item may permit Purchaser to return a special order item; however, in such event, Purchaser shall be solely responsible for following such manufacturer's guidelines for returning any such special order item, including the payment, by Purchaser, of manufacturer's restocking charge (a charge that may exceed of 50% of the cost of such special order item).

9) San Diego Lock & Safe™ shall extend to an applicant such credit as San Diego Lock & Safe™ determines in San Diego Lock & Safe™'s sole and absolute discretion. Further, San Diego Lock & Safe™ reserves the right to discontinue or terminate the provision of credit to an Applicant at any time, without cause, with notice to the last known e-mail address as a courtesy only (Guarantees as to delivery or receipt of said courtesy notice not implied or promised), in San Diego Lock & Safe™'s sole and absolute discretion.

10) Any claim or dispute arising under and/or in connection with any goods purchased by Purchaser from, or sold to Purchase by, San Diego Lock & Safe™, shall be governed by and construed in accordance with the laws of the state of California. San Diego Lock & Safe™, the Purchaser, and any guarantor of the obligations of any Purchaser, do hereby agree to be subject to the jurisdiction of, and agree that any legal proceeding arising between any of them (relating to the subject matter hereof) shall be tried in the courts of San Diego County, California.



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