



Please return this form to the CPSG representative or office that provided it to you.

CPSG - Corporate Office  
5000 Osage St., Suite 500  
Denver, CO. 80221

### CUSTOMER ACCOUNT INFORMATION

Account Type Requested (Please check one):

COD Credit Card     COD Checks     Open - Net 30 Days     Re-Evaluate Terms    CPSG Acct# \_\_\_\_\_

#### SECTION 1 COMPANY INFORMATION: (Required for all Accounts)

Date:	CPSG Representative:	Referred By:
Company Name:	Contractors License #	
Mailing Address:	Cell Phone:	
Shipping Address:	Email:	
City:	State:	Zip:
Phone:	Fax:	Website:
A/P Contact:	A/P Email:	Resale # (also complete resale card)
Invoices/Statements via:		<input type="checkbox"/> Email <input type="checkbox"/> Mail
Online account access? <input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, below provide name and email of your designated online account administrator.		
Name:	Email:	
Which Industry Do You Primarily Serve (choose only one)? <input type="checkbox"/> Door <input type="checkbox"/> Gate <input type="checkbox"/> Parking & Electric <input type="checkbox"/> Security <input type="checkbox"/> Other:		
Estimated Annual Purchases From Controlled Products? \$		

#### SECTION 2 ACCOUNT INFORMATION: (Required for all Accounts)

Owners / Officers Name	Home Address	City	State	Zip	Drivers Lic #
1.					
2.					

Business Type:     Sole Proprietorship     Partnership     Corporation    Type ( )    Federal ID #

#### SECTION 3 OPEN ACCOUNT INFORMATION: (Required for OPEN (Net 30) Accounts)

Amount of Credit Requested:	Annual Sales:	Date Business Started:	
Owner #1 SSN:	Owner #2 SSN:	Dun & Bradstreet #	
Trade References - Company Name	Account Number	Fax #	Phone #
1.			
2.			
3.			

#### Bank Information:

Bank Name:	Account #	Officer:
Address:	City:	State:    Zip:
Phone:	Fax:	

#### SECTION 4 AUTHORIZATION (Required for OPEN (Net 30) Accounts)

Applicants' signature attest financial responsibility, ability, and willingness to pay our invoices in accordance with the terms and conditions set forth on page 2 of this application. **Please have signed by principal or an officer of the corporation.**

The above information is for the purpose of obtaining credit and is warranted to be true. I/we hereby authorize the company to whom this application is made to investigate my/our credit worthiness and financial responsibility.	Company Name:
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By:	Title:	Signature:
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**Personal Guarantee:** We understand and agree that we are personally liable for any indebtedness caused by the applicant to Controlled Products Systems Group, and all costs of collection, attorney's fees, expenses, and interest related thereto. **Please have signed by the principal or an officer of the corporation.**

By:	Title:	Signature:
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## Terms and Conditions of Sale

These Terms and Conditions of Sale (this "Agreement") for all clients of Controlled Products Systems Group, Inc. ("CPSG" or "Seller") are COD. We consider open credit accounts for businesses that make proper application and agree to the terms and conditions as set forth hereafter. If an open credit account is offered and the business accepts it by transacting purchases under that account, then the business, its owner(s) and its principal stockholders, their successors and assigns (collectively hereinafter referred to as "Buyer") together and severally accept and acknowledge responsibility for all debts incurred by Buyer.

1. All purchases are due per the terms of sale for your account from the Date of Shipment from CPSG. Date of Shipment is defined as the day the product is shipped to or picked up by Buyer or its representative or in the event of project orders from the original required date specified by you. Title to, and risk of loss of, products shall pass to Buyer when such products are handed over to the Buyer or the carrier at the shipping point. The price to be paid by Buyer shall be that contained on the invoice. Time is not of the essence for performance of any of Seller's obligations hereunder. Seller does not guarantee delivery or availability dates, but will use commercially reasonable efforts to meet any requested delivery or availability date.
2. Any shortage, damage or defect in goods must be clearly noted by the receiver or Buyer at the time of delivery or pick up. All claims for shortages, damage or defect in delivered goods covered by this document must be made by Buyer via telephone immediately upon delivery or pick up of goods, followed by written notice within fifteen (15) days. Failure to make any claim within the above stated period shall constitute an irrevocable acceptance of goods and an admission by the Buyer that they comply with all terms, conditions and specifications of the order and invoice. If goods are shipped freight collect or per instruction of Buyer, Buyer must file any claim for shortage, damage or defect directly with carriers. Any goods rejected by the Buyer must be kept in original condition and made available to Seller or its agent. No goods may be returned by the Buyer without prior approval of Seller and a returned goods authorization number.
3. Buyer agrees to pay a service charge of 1½% per month on all purchases past due. Buyer also agrees to pay a charge of \$35 each time any check is dishonored in addition to any other charges or penalties imposed by law.
4. Effective April 5, 2021 CPSG will be implementing a credit card surcharge to all customers paying open invoices via credit card. No surcharge will be assessed at the time of sale with a credit card payment.
5. Any statement in a purchase order or similar document which is not expressly approved or acknowledged in writing by Seller will not be considered as part of this Agreement between the parties. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this Agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within a written agreement signed by CPSG, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.
6. For Open accounts, Buyer shall have 30 days from the ship or pick up date of the goods in which to make payment of the price. COD accounts require payment in full at time of pick-up or delivery. The Seller shall have the right, upon notice to the Buyer, to revise the stated credit terms or to withhold deliveries, if the Seller in its sole discretion deems such action necessary or advisable to protect its interests.
7. This section applies to specially manufactured goods only. In the event Seller accepts an order for specially manufactured goods it is understood that such goods are to be specially manufactured by the Seller and are not of the kind normally sold by Seller. For this reason, Seller shall have the right to recover the full price stated in this Agreement with respect to such goods if the Buyer wrongfully rejects or revokes acceptance of the goods, fails to make a payment due on or before delivery, repudiates or in any way breaches this Agreement. If the goods are unfinished at the time of repudiation or breach, Seller shall have the right to complete the goods if this is commercially reasonable. Upon recovery by the Seller of the price, Buyer shall automatically become owner of the goods.
8. The remedies provided in this Agreement for breach thereof by the Buyer or Seller shall constitute the exclusive remedies available to the aggrieved party and all other remedies which might otherwise be available under the law of any jurisdiction are hereby waived by both Seller and Buyer. Except as otherwise stated herein, this Agreement shall be governed by the Uniform Commercial Code, as adopted in the State of Colorado as effective and in force on the date of this Agreement. In the event that Seller breaches this Agreement in a manner stated in Section 2-711 of the Uniform Commercial Code, Buyer's sole right to damages will be to recover the difference between the Agreement price and the market price. Buyer shall have no right to cover under Section 2-712 of the Uniform Commercial Code and no right to incidental or consequential damages. Buyer's remedies shall be limited to the amounts paid by Buyer for any goods under this Agreement. If Buyer refuses to accept any goods ordered or otherwise breaches the Agreement in any manner, Buyer shall be liable for liquidated damages in the amount of 15% of the price of the goods. Seller, in its sole discretion, reserves the right to recover its actual damages in lieu of liquidated damages.
9. Any taxes that may be imposed upon the sale of the goods, whether by Federal, state or municipal government, shall be paid by the Buyer in addition to the purchase price.
10. Upon Buyer's breach of this Agreement, Buyer shall be liable to Seller for any damages incurred, including Seller's reasonable attorney's fees and any costs of collection whether by suit or otherwise. Buyer also agrees to pay Seller's legal and other expenses arising out of any other dispute relating to this Agreement in which Seller is the substantially prevailing party. Buyer agrees to place of venue of Denver County, Colorado, inasmuch as that is the location of the principal offices of CPSG.
11. If any provision of this Agreement or any part hereof is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all conditions of this Agreement which can be given effect without such invalid, unlawful or unenforceable provision shall nevertheless remain in full force and effect.

I have read the above information \_\_\_\_\_ Date \_\_\_\_\_

**REQUIRED FOR ALL ACCOUNTS**