



Credit Card Authorization Contract

143 Old Huff Hollow Road, Newport TN 37821

Office: 1-865-484-1783 Sales: 1-800-223-1775 FAX: 1-865-484-1785

Company / Client Name _____ Credit Card Use Authorization
Credit Card Billing Address: _____
City: _____, State: _____, Zip Code: _____

I, _____, as an authorized agent for
_____ (the Company), am hereby authorized to use the credit card
account shown below for the payment of the purchase by the Company from Rathbone Energy,
Inc., (Vendor) on or about _____ (Date).

This authorization is to be applied to the purchases related to purchase order and/or invoice
number(s) _____ in the amount not to exceed
\$ _____ plus any freight and handling charges not covered through our (the
Company) Freight Carrier Waybill account. The purpose of the purchase is for
_____.

Account Type: VISA/Master Card: ___ American Express: ___ PayPal ___
Card Number: _____ Expiration Date: _____

Cardholder Name: _____: (Print Legibly)

Signature: _____

Approval Signature: _____ CVV#: _____

Choice 2: AMEX, MasterCard & VISA, PayPal:

1. You ship us the product for custom manufacture – rebuilding – recelling & place your order.
2. We will then generate a sales order with this information on the order and a place for your signature.
3. The sales order contract is then emailed to you. You will
4. Verify the information and sign the contract.
 - a. This is a binding contract between the client and the company the client represents, to pay Rathbone Energy, Inc., in advance for their service of specialty building custom manufactured battery inserts and or battery packs for individual use or in the service of custom rebuilding your battery packs to the clients specifications.
5. Fill in the credit card information: (If not already done on this form)
6. Name, Company Name, billing address, phone number, card number, expiration date, and credit card verification (CVV#) number, (3 digit number) from the back of the card.
7. Sign the order and fax that order back to us for processing.
8. Your card will then be processed, confirmation number received, and your order is then placed in line for custom manufacturer - specialty building (First in-First Out).
9. Billing address, zip code, and CVV MUST match exactly or they will be rejected by Merchant Services.
10. **CREDIT CARD CHARGE BACKS ARE IN EFFECT A NON SUFFICIENT FUNDS CHECK:**
11. **AMEX, MASTER CARD, and VISA WILL CHARGE YOU EXPENSIVE FEES FOR FRIVOLOUS CREDIT CARD CHARGE BACKS.**
12. **We make every effort to make all clients aware that even though we immediately start the work on your custom manufactured battery packs there is always the potential for**

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- unforeseen delays. Very, very occasionally a client will threaten a chargeback if he / she is not placed in front of others or we cannot perform magic and blow away unforeseen events. Actually, most of these very few are simply denying delivery and attempting to get free merchandise.
13. Charge backs were an issue in the 1994 recession and are now again in our Depression of 2008 becoming an issue that **MUST and WILL** be controlled. Charge backs effect our business in a very, very negative manner and can disable us from doing business. Credit Card Charge Backs
 - a. Disrupt our daily operation and labor to research and supply documentation back to the Merchant Provider.
 - b. Disrupt our cash flow causing
 1. NSF Fees
 2. Returned Checks
 3. Returned Payments to Credit Cards used every day to purchase inventory or accessories
 4. Thus causing increases in Credit Card Interest Rates
 - c. Disrupt our ability to purchase inventory
 1. Thus causing someone's battery packs not to be built on schedule.
 2. An incoming call wanting to know the status of battery orders.
 3. Lost Sales and Profits
 - d. Disrupt our ability to pay utilities, telephones. internet, and payroll, to name only a few.
 14. THIS ALL ADDS UP AND YOU AND YOUR COMPANY WILL BE RESPONSIBLE FOR ALL WILLFUL AND MALICIOUS INTENT TO DISRUPT OUR CASH FLOW.
 15. CLIENT AND COMPANY THAT CLIENT REPRESENTS UNDERSTANDS THAT THEY CORPORATELY AND INDIVIDUALLY ARE RESPONSIBLE FOR ANY CREDIT CARD CHARGEBACK FEES AGAINST RATHBONE ENERGY, INC. REGARDING SAID PURCHASE ORDERS / SALES ORDER CONTRACTS AND WILL INCUR A MINIMUM \$100.00 FEE PER OCCURRENCE. IN ADDITION, CLIENT AND COMPANY RESPONSIBLE FOR CREDIT CARD CHARGEBACK AGREE TO REMUNERATE RATHBONE ENERGY, INC., FOR ANY AND ALL EXPENSES INCURED BY RATHBONE ENERGY, INC. REGARDING SAID CREDIT CARD CHARGEBACK INCLUDING BUT NOT LIMITED TO ANY AND ALL BANK FEES, NON-SUFFICIENT FUNDS FEES (NSF), VENDOR RETURN CHECK FEES, LEGAL FEES, OR ANY OTHER FEES OR LOSSES INCURRED BY RATHBONE ENERGY, INC., AS A RESULT OF A CLIENT CREDIT CARD CHARGEBACK. NO EXCEPTIONS.
 16. DISRUPTION OF OUR CASH FLOW IS A SERIOUS ISSUE AND CLIENT SHOULD UNDERSTAND THAT WE WILL PURSUE ANY AND ALL LEGAL AVENUES NECESSARY TO COLLECT ANY AND ALL LOSSES FROM CREDIT CARD CHARGE BACKS CAUSED BY THAT CLIENT AND COMPANY, NO EXCEPTIONS.
 17. What Could Other Fees include:
 - a. Suppose your chargeback caused one of our credit card payments to bounce and our credit card issuer raised our interest fees.
 - b. Suppose your chargeback caused one of our vendor checks to bounce and we then had to start prepaying \$5,000.00 to \$10,000.00 per order for our inventory.
 - c. Suppose a felony warrant was issued by one of our vendors against the person here signing a check that bounced because of your chargeback.
 18. Someone else has to wait longer on their battery pack because you interrupted the financial flow of inventory
 19. If this is unacceptable client may send personal or company check before their product is placed in line for the custom manufacture rebuilding or recelling procedure.
 20. **Delivery Signature IS required.**



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WHEN YOUR PRODUCT ARRIVES WE IMMEDIATELY START PREPERATION WORK ON YOUR CUSTOM MANUFACTURED BATTERY PACK SUCH AS A PROPAC OR HYTRON

RATHBONE ENERGY MAY, AT OUR DISCRETION, GENERATE ANY ADDENDUM WE DEEM NECESSARY TO THIS POLICY AT ANY TIME.

AMEX / MASTER CARD / and VISA DO NOT SUPPORT SEPARATE BILL TO / SHIP TO ADDRESSES WHEN INVOLVED IN A DELIVERY DISPUTE. Because of the extreme increase in credit card fraud, (due to our depressed economy), Rathbone Energy no longer ships merchandise to any address different than the bill to address of the used credit card involved.

Delivery Signature IS required. Purchased Product Must Ship Insured. All damage or loss claims are between the client and the freight carrier. ie, DHL, FedEx, UPS, USPS, etc. You may fax us the order form (865-484-1785), or (include it in your shipment without the expiration date and CVV number - we will then call you for those).

Rebuild / Recell product shipped to Rathbone Energy, Inc., for rebuild / recell and NOT paid for within 30 days of rebuild / recell WILL BE SOLD to first request for like item at going rate for that type of rebuild / recell.

Client is purchasing custom manufactured product- (manufactured to the client's specifications).

Any dispute will be governed by the Laws of the State of Tennessee. Specifically, any litigation shall be tried in the Cocke County, Tennessee, Sessions and/or Circuit Court depending upon the monetary amount(s) and the varying Legal issues.

Please fill in the blanks below and sign showing your agreement to our contract.

Company Name (Print): _____

Print Contact Name: _____

Contact Signature: _____

Date: _____

This disclaimer must be signed and included with your rebuild / recell order or faxed back to us at 865-484-1785 before we will begin work on your order or supply merchandise.

This credit card authorization form and disclaimer will be kept in your file and is active on all current and future product orders.



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DISCLAIMERS!

UNCLAIMED ITEMS:

UNLESS YOUR ITEM/S IS IN OUR POSSESSION DUE TO COMPONENT SUPPLY SHORTAGE OR OTHER REASONS BEYOND OUR CONTROL, RATHBONE ENERGY, INC., IS NOT RESPONSIBLE FOR UNCLAIMED OR UNPAID FOR ITEMS LEFT IN OUR POSSESSION OVER 30 DAYS.

Rebuild / Recell product shipped to Rathbone Energy, Inc., for rebuild / recell and NOT paid for within 30 days of recell WILL BE SOLD to first request for like item at going rate for that type of rebuild / recell.

NO REFUNDS:

We are not a giant company and cannot be a free rental house on product. Rathbone Energy Battery packs are custom manufactured – (manufactured to the client’s specifications), specialty built or special order products. Chargers are special order. **NO REFUNDS.**

All Returns for Exchange MUST have the Proper Return Authorization Number On The Front Label of the Return Package before any exchange will be given. No Refunds are given.

Exchange is given on product, within 5 days of delivery and then only after inspection and our approval.

Client pays all incoming and outgoing freight. NO EXCEPTIONS.

NOT RESPONSIBLE:

UNDER NO CIRCUMSTANCES SHALL WE, (RATHBONE ENERGY, INC, OUR OFFICERS, OR OUR EMPLOYEES), BE LIABLE FOR ANY INJURY, LOSS, DAMAGE, OR EXPENSE SUFFERED OR INCURRED WITH RESPECT TO ANY DEFECTIVE PRODUCT, NON-DEFECTIVE PRODUCT, OR USE OF THAT PRODUCT WHICH IS ASSEMBLED, BUILT, OR REBUILT BY RATHBONE ENERGY, INC., OR FOR PRODUCT OF ANOTHER MANUFACTURER SOLD THROUGH RATHBONE ENERGY, INC., INCLUDING LITHIUM ION.

Rathbone Energy, Inc. is NOT responsible for loss of product due to breaking and entering, theft, fire, storm damage, Acts of God, or for any other reason not here listed.

Rathbone Energy, Inc. is NOT responsible for damages, however unlikely, of undamaged or already damaged battery case shells or components during opening of that product for rebuild / recell.

We reserve the right to interpret any and all conditions and situations listed and those not here listed in such a manner as we deem appropriate.

Any dispute will be governed by the Laws of the State of Tennessee. Specifically, any litigation shall be tried in the Cocke County, Tennessee, Sessions and/or Circuit Court depending upon the monetary amount(s) and the varying Legal issues.

Please fill in the blanks below and sign showing your agreement to our contract.

Company Name: _____

Print Contact Name: _____

Contact Signature: _____

Date: _____

This disclaimer must be signed and included with your rebuild / recell order or faxed back to us at 865-484-1785 before we will begin work on your order or supply merchandise.

This disclaimer will be kept in your file and is active on all current and future product orders.