

Wholesale Dealer Application & Agreement

COMPANY INFORMATION

Company Name: _____ FEIN: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Contact Name: _____ Title: _____

Phone: _____ Fax: _____

E-mail: _____ Mobile Phone: _____

Sales Tax Exempt? Y N State: _____ Certificate #: _____

Type of Business: _____ Business Structure: Corp. | Part. | Sole Prop. | LLC

Year Founded: _____ Annual Sales: _____ # of Employees: _____

BILLING INFORMATION

Check Credit Card Wire Transfer

Credit Card Number: _____ Exp Date: _____ CCV: _____

SHIPPING INFORMATION

Company: _____ ATTN: _____

Shipping Address: _____

City: _____ ST: _____ ZIP: _____

Phone: _____

Special Instructions: _____

For Office Use Only

Dealer ID #: _____ Login: _____ Password: _____

Tax Rate: _____ Dealer Incentive Level: _____

TERMS AND CONDITIONS

Contract between Buyer and Seller

A written order and acknowledgement shall constitute the contract between the Buyer and Seller, and said Contract may not be amended or rescinded except by written agreement by both parties, referring expressly to this contract.

Delays

Seller cannot be held liable for loss or damage arising from the delay in fulfilling or failure to fulfill any accepted order in accordance with its terms, where such delay or failure is caused by shortage or materials, delays in carriers, embargos, fires, floods, strikes, riots, wars, acts of God, or other causes beyond our control.

Warranty

Seller warrants that products sold to Buyer shall be free from defects in material and workmanship and shall conform to specifications. Except for such warranty, the Seller disclaims any and all other warranties of any kind, including without limitation, any warranty of merchantability of fitness for particular purpose and including but not limited to any oral or written description of the products, their characteristics or properties other than that specifically stated in the foregoing limited warranty. Seller shall not have liability for consequential or incidental damages to persons or property arising from its supply of products. In the event that its products are not as warranted, Buyer's sole remedy will be, at Seller's election, replacement of the product or return of the purchase price. Prior written approval from the seller must be secured before returning any merchandise for credit.

Buyer/contractor agrees to sell, install and maintain any and all of the Seller's products in accordance with the Seller's Approved Engineered Drawings, and further states that he or she agrees that they have been provided with these drawings and are familiar with the same, and which are also Public Record and are available in several formats on line and further agrees that they will follow all local laws and regulations and practice proper professional contractor installation practiced and procedures. Failure to comply with these procedures will/could void the warranty in part or full and may/could affect the proper operation and performance of said products. Seller cannot and will not warranty or be responsible for any products or damages caused by products installed not in accordance to any or every Local, State, or Federal Law and or Regulation or not in compliance with its Approved Engineering.

Patent Protection

Seller agrees to indemnify Buyer against any claims or liabilities for or by reason of alleged patent infringement arising from the manufacture or sale of any product furnished Buyer hereunder except when the specifications, process, design, or method of manufacture originated in Buyer, in which event Buyer agrees to indemnify Seller in like manner.

APPLICANT'S SIGNATURE ATTESTS TO FINANCIAL RESPONSIBILITY, ABILITY, AND WILLINGNESS TO PAY OUR INVOICES IN ACCORDANCE WITH OUR TERMS. Should it be necessary to place this account in collection, I/we agree to pay all collection costs and attorney fees. I/we also agree that if partial payments are made or no payments are made on the account within the terms specified that you have the right to assess and I/we agree to pay a "finance charge" computed by applying a periodic monthly rate of 1.5% to the past due balance. This is an annual percentage rate of 18%. Further, the undersigned hereby submits itself to the jurisdiction of the courts of the State of Florida in connection with any claims by Naples Shutter, Inc. regarding payment of indebtedness, and agrees that venue shall be in the county where Naples Shutter, Inc. has its principal place of business.

I certify that all the information on this form is correct. I authorize my references to furnish you any information necessary to complete your evaluation of this application.

Risk of Loss

For orders being shipped to Buyers, all risk of loss shall pass to Buyer upon delivery of the goods to a common carrier, and delivery of the goods shall be deemed to have occurred at that time. All shipments of all goods will be deemed to be F.O.B. Boyton Beach, FL.

Special Order

Buyer acknowledges that the product being supplied by Seller is unique and requires custom manufacture of each specific job, and Buyer will not be entitled to any refund of deposits or to return products.

AGREEMENT

Client Signature: _____ Date: _____

Print Name: _____ Title: _____

AstroGuard Signature: _____ Date: _____

Print Name: _____ Title: _____