Credit Application & Sales Agreement

Simplified Safety Inc.

Ph: (866) 527-2275 Fx: (585) 672-7313
803 W. Ave. STE 131, Rochester, NY 14611

Company Name: _____

Street Address: _____

_____ City _____ State _____ Zip

Name of Contact: _____

_____ Phone _____ Fax _____ E-mail

Corporation ⊙ **Partnership** ○ **Proprietorship** ○ **Yrs. Est.** _____

Tax ID # _____ **DUNS#** _____

New York State Tax Exempt? ☐ **Yes** ☐ **No > If yes, please provide NYS Tax Exempt Cert.**

As a representative of a company domiciled in a state other than New York, I accept responsibility, on behalf of said company, to ensure that the company pay all applicable state use tax associated with purchases from SSI.
Signed _____ Date _____

Names of Owner, Partners or Officers:

1. **Name** _____ **Title** _____
2. **Name** _____ **Title** _____
3. **Name** _____ **Title** _____

Accounts Payable contact:

_____ Phone _____ Name _____ Email

*Please be advised that our terms are **strictly net 30 days, cash in advance or Visa, Mastercard, Discover, or Amex.**

Trade References (fill out or attach)**:**

	Name	City/State	Phone#	Fax#	Contact
1.					
2.					
3.					
4.					

The above information is intended for the purpose of obtaining credit and is warranted to be true. I/we hereby authorize Simplified Safety to investigate the references listed above, pertaining to my/our credit and financial responsibility. Applicant's signatures attest financial responsibility and willingness to pay our invoices according to terms of invoice.

_____ Signature _____ Title _____ Date **Credit Limit Requested $**

For Credit Dept. Use Only

Acct. Approval By: _____ Date_____

Credit Limit: $_____

Account Number: _____

Terms and Conditions of Sale

1. ACCEPTANCE: All sales made by SIMPLIFIED SAFETY, INC. ("Company") are made only on these terms and conditions of sale. Our price list and catalog are offers to sell by Company. Any purchase order resulting from any current price list or catalog of Company, to which these terms and conditions may or may not have been attached, shall be construed as a written acceptance of our offer to sell in accordance with these terms and conditions. Any different or additional items submitted by the Buyer are hereby objected to and shall not be binding upon the parties unless agreed in writing by Company.

2. PRICES: Prices are subject to change without notice and prices will be Company's prices in effect on the shipment date. All prices are exclusive of any taxes or duties or any other charges that may be imposed in connection with the transaction between Company and Buyer. Taxes, duties and other charges shall be paid by Buyer.

3. PAYMENT: If open credit is established, payment terms will be net cash 30 days from date of invoice. In addition to all other remedies Company has under applicable law, Company shall have a right to a finance charge of the lesser of 1.5% per month or the highest monthly interest rate that may be charged to the Buyer on overdue accounts. Buyer will be liable for all expenses (including attorney's fees) incurred in collecting any overdue accounts.

4. SHIPMENT: Method and route of shipment will be at the discretion of Company. All shipments shall be at the Buyer's risk and shall not be insured, unless otherwise requested in writing by the Buyer.

5. DELAYS AND LIMITATIONS: Company shall not be liable for any delay or failure to perform if caused by an event or contingency beyond its reasonable control, irrespective of the nature thereof. Company shall attempt to meet any production, shipment or delivery date specified, but in no event shall Company otherwise be responsible or liable for failure to produce, ship or deliver by such date, nor shall Company be liable to Buyer or any third party for indirect or consequential damages due to delays in the production, shipment or delivery of Goods, whether or not to causes within Company's control.

6. ACCEPTANCE OF GOODS: Buyer shall examine all Goods immedIately upon receipt and shall be deemed to have accepted said Goods as conforming unless Company is notified to the contrary within (7) days of the time of receipt by Buyer.

7. LIMITED WARRANTY: Company warrants that the Goods to be delivered will be of the kind and quality described in the order or contract and will be free of defects in workmanship and/or material provided. Should any failure to conform to this warranty appear within one (1) year after the date of delivery, Company will, upon notification thereof and substantiation that the Goods have been installed and operated in accordance with Company's recommendations and standard industry practice, correct such defects by suitable repair or replacement at its own expense. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE. Company makes no warranty as to any of the Goods or any part thereof not manufactured by Company. In so far as possible, the Buyer shall have the benefit of any warranty made by the manufacturer thereof.

8. LIMITATION OF BUYER'S REMEDIES: Correction of nonconformities in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Company to the Buyer with respect to the Goods, whether based on contract, negligence, strict tort or otherwise, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT OR, CONSEQUENTIAL DAMAGES TO ANY PARTY WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES OR LIABILITY FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE. The remedies of the Buyer set forth herein are exclusive and in no event shall the liability of Company with respect to the contract for sale, except as expressly provided herein, exceed the price of the Goods.

9. PATENTS: Without limiting the generality of the foregoing, Company makes no representation or warranty whatsoever as to any patent matters.

10. RETENTION OF TITLE: Regardless of whether the risk of loss of Goods has passed to the Buyer, Company retains title to the Goods until Company has received payment in full for the Goods and until Company has received in full any payment which is overdue for any other Goods sold by Company to the Buyer. Until Company has received such payments, the Buyer shall hold the Goods in trust for Company.

11. RETURNS: Goods may not be returned for any reason unless prior written permission is obtained from Company. All Returns will be subject to a 15-25% restocking charge (depending on manufactures policy) and will be credited at original invoice value only. All returns must be freight prepaid at the Buyer’s expense. Goods returned without written authorization shall be refused; risk of loss for all Goods returned to Company shall at all times be upon the Buyer. Goods will not be accepted unless returned within 30 days of invoice date.

12: TERMINATION BY COMPANY: Company reserves the right to unilaterally terminate the contract for sale of the Goods at any time Company determines that the Buyer's credit is not satisfactory.

13. CANCELLATION BY BUYER: Orders may be cancelled only with Company's written consent, and upon terms that will indemnify Company against loss arising from such cancellation.

14. BINDING EFFECT: These terms shall be binding upon and inure to the benefit, as appropriate, of Company and Buyer and their respective successors and assigns.

15. APPLICABLE LAW: This instrument and performance hereunder shall be governed by the laws of the State of New York.

16. MODIFICATION: ENTIRE AGREEMENT: No modification of the terms and conditions specified herein shall be binding upon Company unless agreed to by Company in writing. No waiver of any right or remedy available to Company in any instance shall constitute a waiver of any right or remedy subsequently. The terms and conditions hereof, constitute the final and exclusive agreement between the parties, and NO OTHER WARRANTIES are given beyond those set forth in this written contract. Company's employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by the Buyer, and are not part of the contract of sale.