



WHOLESALE DEALERSHIP APPLICATION

We assure you that all information you furnish will be considered confidential. The data on this form will be used to process your application. You must provide your Social Security number if you do not have a Florida Business Tax Identification Number.

Date: \_\_\_\_\_

Applicant Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ FEID # \_\_\_\_\_

Legal Business Name: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Date Started: \_\_\_\_\_

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_ LLC \_\_\_\_\_

License # \_\_\_\_\_ Sales Tax Exempt # \_\_\_\_\_ (PLEASE ATTACH FORM)

Estimated Annual Sales: \$ \_\_\_\_\_

Street Address: \_\_\_\_\_ City \_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Phone # \_\_\_\_\_ Alternate Phone # \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Fax # \_\_\_\_\_

Company Website Address: \_\_\_\_\_

How long have you been in business? \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Owners/ Managers: \_\_\_\_\_

How did you hear about Storm Smart Industries, Inc.? \_\_\_\_\_

**We accept the following methods of electronic payment:**



Credit Card(s) you want us to keep on file for ordering purposes:

Primary Card Account # \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Billing address for credit card: \_\_\_\_\_

(Please note the shipping address MUST match billing address on credit card.)

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acknowledgement shall constitute the contract between the Buyer and Seller, and said Contract may not be amended or rescinded except by written agreement by both parties, referring expressly to this contract.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

### **Terms:**

All orders require a 50% deposit upon accepted confirmation. No order will be released to production until the deposit is received. Remaining balance is payable before shipping to buyer. If buyer fails to make payment in accordance with the contract terms, Seller may defer or decline to make shipments except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the contract.

### **Return Material Authorization:**

Seller must be notified within 5 days after delivery of Buyer's request to return merchandise. Upon receipt of Seller's authorization merchandise must be returned within 15 days in accordance with Seller's shipping instructions. Merchandise must be in exactly the same condition as in which it was received by Buyer. Handling and restocking fees will be charged to Buyer's account.

### **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 ½% 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 Storm Smart Industries, Inc. regarding payment of indebtedness, and agrees that venue shall be in the county where Storm Smart Industries, 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.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for your interest in Storm Smart Industries, Inc. Please fax this completed application to:

(239) 561-8792. [www.GetSmartCompanies.com](http://www.GetSmartCompanies.com)

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