



## **Credit Application:**

### General Terms and Conditions of Sale

All sales by Bench Dogs (herein known as "Seller") shall be subject to the following terms and conditions. Should credit availability be granted by Seller, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of Seller. Seller may terminate any credit availability at its sole discretion.

### Terms of Payment

All invoices are to be paid as per the terms of sales printed upon each quotation and represented on the invoice. Terms start at the completion of manufacture. All estimates, proposals and invoices are in US dollars. Invoices are payable to the remittance address specified on invoice. Terms are subject to change over time. Open account status will be made only if the Customer (Buyer) has an acceptable credit rating and a signed credit application. Non-credit accounts require pre-payment by business check or ACH debit. Any exchange of charges or any charges for no-par clearance of checks will be charged to Buyer's account. Accounts not paid at maturity are subject to cost of collection and interest up to the maximum allowed by State. If the undersigned applicant's account is placed in the hands of an outside agency for collection, the undersigned agrees to pay all collection costs and/or attorney's fees in addition to all other sums due. Seller reserves the right, at its option and without liability therefore, to divert to itself any shipment in transit in the event of insolvency of the Buyer or any change of ownership of the Buyer's general property occurring prior to delivery.

### Acceptance of Orders

All orders and sales contracts are subject to written approval and acceptance by Seller and are not binding on Seller until and unless so approved and accepted. Any terms or conditions of sales specified on a Buyer's purchase order or purchase contract which are in conflict with, inconsistent with, or in addition to the terms and conditions of sale contained in the quotation or acknowledgement, shall not be binding upon the Seller unless expressly accepted in writing by the Seller, any action or inaction by Seller shall not be considered an express acceptance of any of Buyer's terms. In a case of such conflict not expressly accepted by the Seller, of these terms and conditions of the acknowledged sale provided shall be considered as superseding the conflicting terms stated in the Buyer's purchase order or contract. The acceptance of an order will supersede all prior communications and constitute a complete and binding contract, subject to these terms and any terms contained in the Seller's quotation, which cannot be modified or cancelled without written consent of both parties.

### Details of Manufacture

General specifications, renderings, and drawings are intended to convey the details of manufacture contemplated at the time of generation. Seller reserves the right to modify details of the materials and specifications from previously provided specifications, renderings, and drawings to accommodate materials and conditions present at the time of manufacture.

### Delivery of Freight

Prices on shipments are FOB shipping point unless otherwise specified in Seller's order acknowledgement. Delivery to carrier at point of origin shall constitute delivery to the Buyer, and title and all risk shall pass to Buyer on such delivery. Seller will attempt to comply with, but will not guarantee, requested shipping date, loading and routing instructions. Shipping dates provided on Seller's order acknowledgements are approximate and provided for informational purposes only. Seller shall not be liable for failure to deliver, or delay in delivery of, any order, regardless of cause.

### Storage and Warehousing



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Orders postponed by the Buyer beyond the original ship date could be subject to storage and warehousing charges at 1% per month (APR) on the value of the order beginning the 1<sup>st</sup> of the month following originally agreed upon date of shipment. The period of storage and warehousing must be agreed upon between both Seller and Buyer in writing.

Customer Acknowledgement: Initials\_\_\_\_\_ Date\_\_\_\_\_

## Pricing

Prices shall be per applicable quotation at the time order is accepted by the Seller.

## Liability and Warranty

Except where Seller has provided a written warrant for its product, Seller warrants only that at the time of shipment the goods sold hereunder will be as described in the order. THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED. THE SELLER'S LIABILITY ON ACCOUNT OF ANY WARRANTIES OR CLAIMS OF ANY KIND SHALL BE LIMITED TO THE REPLACEMENT OF THE GOODS IN QUESTION OR AT THE SELLER'S OPTION, A CREDIT TO BUYER OF THE PURCHASE PRICE PAID. IN NO CASE WILL SELLER BE LIABLE FOR PROSPECTIVE PROFITS OR FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. The Buyer waives all claims against the Seller unless filed with the Seller in writing within 7 days of receipt of shipment.

- a) *Hold Harmless/Indemnity Clause* - Buyer (its employees, agents and/or contractors) agrees to protect, defend, indemnify and save harmless Bench Dogs (its partners, parent companies, insurers, re-insurers, agents, affiliates, attorneys, employees, heirs, successors and/or assigns) from and against claims, actions (whether brought in any ADR mechanism and/or in court), damages (including, without limitation, punitive, consequential, and/or special), costs, expenses (including, without limitation, reasonable attorney's fees and other costs of suit), liability, fines, penalties, suits, and fees exceeding the cost of replacement of displays and related goods provided by Seller and arising out of or attributed, directly or indirectly, to the installation and use of these displays, samples, and related goods hereunder, regardless of whether the same is caused by the conduct, or any act or omission, or the operation or performance of Buyer or any employee, agent, or contractor of Buyer.
- b) *Waiver of Subrogation* - To the extent that damages are covered by property, liability and/or casualty insurance, Buyer on its behalf and that of its insurers waives all rights, including without limitation, rights of subrogation against Bench Dogs and against consultants, agents, and employees of Bench Dogs for damages, except such rights as Buyer may have to the proceeds of such insurance.

## Claims and Cancellations

- a) Any cancellation of an order by the Buyer must be by written notice. Seller will cease production as promptly as reasonably possible. Buyer will be invoiced for all labor and materials produced up to the point of cancellation as well as reasonable costs of disposal of the materials in process.
- b) In case of claim against the Seller for defective material or invoices, written notice accompanied by pictures of the damages/defect must be submitted to the Seller within 7 working days after receipt of shipment to give full basis for such claim. The Seller shall have 60 days from date of receipt of such notice to inspect and dispose of the defective material if such claim is allowed. Under no circumstances is material to be returned to the Seller unless the Buyer has received the Seller's written instructions to do so. The Buyer shall have no right to deduct the amount of any claim from Seller's invoice until claim is allowed by Seller or adjudicated by proper authority.
- c) All claims for loss or damage in transit must be filed with the carrier by the Buyer. Materials are loaded in accordance with carrier's loading rules to insure delivery without damages. However, the Seller will give all



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reasonable assistance to the Buyer in collecting loss and damage claims from carriers by furnishing duplicate invoices, loading tallies, Bills of Lading, etc. Buyers should in all cases promptly report any loss and/or damage.

## Taxes

Any sales tax or manufacturer's processing taxes or similar taxes, excises or charges which are now or hereafter may be levied, imposed or charged against the Seller (whether by federal, state, municipal, or other public authority) on account of, or upon the sale by the Seller to the Buyer of any of the Seller's products listed herein will be (to the extent authorized or permitted by law), added to the applicable prices quoted and shall be paid by the Buyer, unless proper documentation is received by Seller in advance, exempting Buyer.

Customer Acknowledgement: Initials \_\_\_\_\_ Date \_\_\_\_\_

## Hold Harmless/Indemnity Clause

Buyer agrees to protect, defend, indemnify and save harmless Seller (its partners, parent companies, insurers, re-insurers, agents, affiliates, attorneys, employees, heirs, successors and/or assigns) from and against claims, actions (whether brought in any ADR mechanism and/or in court), damages (including, without limitation, punitive, consequential, and/or special), costs, expenses (including, without limitation, reasonable attorneys' fees and other costs of suit), liability, fines, penalties, suits, and fees exceeding the cost of replacement of displays and related goods provided by Seller and arising out of or attributed, directly or indirectly, to the installation and use of these displays and related goods hereunder, regardless of whether the same is caused by the conduct, or any act and/or omission, or the operations or performance of Buyer or any employee, agent or contractor of Buyer.

## Waiver of Subrogation

To the extent that damages are covered by property, liability and/or casualty insurance, Buyer on its behalf and that of its insurers waives all rights, including without limitation, rights of subrogation, against Bench Dogs and against consultants, agents, and employees of Bench Dogs for damages, except such rights as Buyer may have to the proceeds of such insurance. Buyer (its employees, agents and/or contractors) agrees to protect, defend, indemnify and save harmless Bench Dogs (its owners partners, employees, agents, heirs, successors and/or assigns) from and against all loss, liability, cost and expense (including reasonable attorneys' fees and costs of suit) of every kind arising out of or attributed, directly or indirectly, to the installation and use of these displays and related goods hereunder by Buyer (its employees, agents and/or contractors).