BYRAM LABORATORIES

COMMERCIAL CREDIT APPLICATION

Please Complete all Applicable Fields – Email to: sales@byramlabs.com

Credit Applicant's Company Name (Full Legal Name)		e) Doir	Doing Business As		
Billing/PO Box Address			Shipping Address		
City State	Zip	City	Sta	te Zip	
Phone () Fax ()		Billi	Billing Contact		
Parent Company (If Applicable)			Will you have purchases that are tax exempt? Y N If yes, tax certificate must be returned with application.		
Division of Subsidiary of		II ye			
Principal's Name	Title	– ————————————————————————————————————	oinal's Nama	Title	
Principal's Name Title Principal's Name Title Check One:					
 □ Proprietorship (Solely Owned) □ Partnership □ Other (Specify) □ Duns # 					
Date Business Started	Oate Business Started Type of Business Number of Employees				
			re you now or have you been involved in a lawsuit, sulting in a judgment against your company? Y N		
Credit Line Requested? \$ (NOTE: We may require that financial statements accompany this application)					
COMMERCIAL TRADE REFERENCES - List 3 or more verifiable references (must be at least \$1,000 each)					
Name	City	State	Phone ()	Fax#	
Name	City	State	Phone ()	Fax#	
Name	City	State	Phone ()	Fax#	
Name	City	State	Phone ()	Fax#	
BANK REFERENCE					
Name	City	State	Phone ()	Fax#	

Byram Laboratories Standard Conditions of Sale on the reverse side hereof shall be applicable to all sales irrespective of receipt of contrary or additional terms, unless Byram Laboratories expressly agrees otherwise in writing and said writing is signed by an authorized Byram Laboratories representative. The Terms and Conditions on the reverse side hereof must be signed.

BYRAM LABORATORIES STANDARD CONDITIONS OF SALE

- 1. COMPLETE CONTRACT This document contains the complete and exclusive statement of the terms of the contract between us. It supersedes all previous requests, quotations or agreements. Any additional or different terms will not be part of the contract unless approved by Byram Laboratories in writing.
- **2. PRICES** Our quotes are subject to price at time of shipment, unless otherwise stated in our written quotation. On hold for release orders, prices are subject to change if you release material after our written quotation expiration date. Any applicable taxes will be added to the price, unless we receive a valid exemption certificate.
- **3. JOB QUOTATIONS** Unless otherwise stated on this document, our quotation for your use in submitting a job or project bid to your customer expires thirty (30) days from the date hereof, and may be withdrawn earlier by us if prior to your customer's acceptance of your bid.
- **4. PAYMENT** Each invoice shall be due and payable within its own terms unless otherwise approved by Byram Laboratories in writing. Any order from you represents that you are solvent. If you have be delinquent in payment or if we believe that your financial condition requires it, we reserve the right to require full or partial payment prior to manufacture or shipment of either the initial or subsequent installments. If payment is not made when due, (1) your account may be subject to suspension of open account privileges, and (2) you agree to pay a charge on the amount past due at the rate of 1½% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, you agree to pay us reasonable attorney's fees and court costs, if any, incurred by us to collect payment and interest charges.
- **5. TITLE AND RISK OF LOSS OR DAMAGE** All sales are f.o.b. point of shipment, and thereafter you take title and responsibility for risk of loss or damage.
- **6. INTERPRETATION RESPONSIBILITY** When plans and specifications are involved, you are responsible to verify our interpretations of them. When substitutes are offered by us on any proposal, you are responsible for their acceptability.
- 7. DELIVERY Factory shipping dates given in advance of actual shipment are approximate and not guaranteed.
- **8. EXCUSABLE DELAYS** A party shall be excused from performance when, and to the extent that, such performance is delayed or prevented due to causes beyond the reasonable control of the non-performing party. These causes include, without limitation, acts of nature, labor disputes, government priorities, transportation delays, insolvency or other inability to perform by the manufacturer, or any other commercial impracticability. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay.
- **9. LIMITED WARRANTY** Byram Laboratories will use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty, the repair or replacement of goods that may prove defective in material or workmanship. This is your exclusive remedy. Except as to title, THERE ARE NO OTHER WARRANTIES, EITHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.
- 10. LIMITATIONS OF REMEDIES AND DAMAGES The total liability of Byram Laboratories and its suppliers to you, your customers or to any other person, relating to this contract, its performance or non-performance, or from the use of the products furnished, is limited to the price of the goods giving rise to the claim. Except as to title, all such liability shall terminate at the end of the manufacturer's warranty period.

Byram Laboratories and its suppliers will not, in any event, be liable for any special, incidental, consequential or penal damages including, but not limited to back charges; labor costs; costs of removal, replacement, testing or installations; loss of efficiency; loss of profits or revenues; loss of use of the products or any associated products; damage to associated products; lateness or delays in delivery; unavailability of products; cost of capital; cost of substitute products, facilities or services; downtime; or claims from your customers or other parties to you or directly to us for such damages.

- 11. HAZARDOUS BUSINESS Unless otherwise agreed to by us, goods sold under this contract are not intended for use in connection with "safety-related" applications within any nuclear facility or any other hazardous activity such as aircraft, space exploration or other critical applications where failure of a single component could cause substantial harm to persons or property. We disclaim any liability if our standard commercial products are used in any such applications.
- **12. GOVERNMENT CONTRACTS** If you purchase products for sale to any U.S. Government, state or local government agency, you are responsible to notify us of all government procurement conditions applicable to the sale when you request our quotation. We will review the conditions and advise you of our ability to comply.
- **13. EXPORTS** If you export any of the goods sold hereunder, it is your responsibility, and not ours, to comply with all United States export control rules and regulations and we cannot be named as shipper or exporter of record.

- **14. CANCELLATION** You may cancel your order, provided that you give written notice to us and pay us cancellation charges, if any.
- **15. ASSIGNMENT** Any assignment of the contract will be void without the other party's prior written consent, which will not be unreasonably withheld.
- **16. RETURNED GOODS** You will obtain a written return authorization from us before returning any items and pay us restocking charges, if any.

Application must be signed by Officer(s) or Owner(s)						
Company Name						
X						
Authorized Signature Please Print Name and Title Date Signature authorizes Byram Laboratories to check the Applicant's and any Guarantor(s)' credit and for references on this application to release credit information.						
	uaranty of Ind	ebtedness				
"The undersigned Guarantor(s) in order to induce unconditionally personally guarantee all sums whi said indebtedness is due now or hereafter incurred indebtedness which applicant may hereafter incur, without notice to the undersigned Guarantor(s). Be extended, modify the indebtedness, accept or relea undersigned Guarantor(s). The liability of the Guarantee credit applicant. If this guaranty is executed by such releases may be done without notice to the ot acceptance of this Guaranty."	ch may be own . This guaranty renew or exten yram Laborator use collateral, or arantor(s) shall y more than one	ed by credit applicant to By is continuing, and shall conding the din whole or in part, with the same jointly or independent release the credit applicant be primary and shall not be Guarantor, one or more Conding to Burney and shall not be Guarantor, one or more Conding to Burney and shall not be Guarantor, one or more Conding to Burney and shall not be Guarantor, one or more Conding to Burney and Shall not be guarantor.	syram Laboratories, whether ontinue to apply to all Byram Laboratories all identity modify terms of credit int without releasing the e affected by the bankruptcy of Guarantors may be released, and			
Guarantor's Signature (Do Not Insert Corporate Titles)						
Signature (Personally and as an individual)	Date	Type or Print Name	Social Security Number			
Signature (Personally and as an individual)	Date	Type or Print Name	Social Security Number			