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<b>For Office Use Only:</b>	
Account: _____	
Approved: _____	Date: _____
Terms: _____	
Sales Rep: _____	C/L _____

## DEALER APPLICATION

(Please print clearly to avoid any delays)

\_\_\_\_\_  
 Business Legal Name (as it appears on business license)

\_\_\_\_\_  
 Doing Business As (DBA)

### Billing Address:

**Shipping Address:**  "x", if same as billing address.

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Country

\_\_\_\_\_  
 Country

### Business Information:

\_\_\_\_\_  
 Phone (and extension if applicable)

\_\_\_\_\_  
 Alternate Phone

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 Website

Type of Business: \_\_\_\_\_ Years in Business: \_\_\_\_\_ Est. Annual Sales: \$ \_\_\_\_\_

### Business Structure:

Proprietorship      Owner: \_\_\_\_\_

Partnership      Partner: \_\_\_\_\_

Partner: \_\_\_\_\_

Corporation      President / Member: \_\_\_\_\_

Vice Pres / Member: \_\_\_\_\_

D&B Number: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_ State Reseller Num: \_\_\_\_\_

\_\_\_\_\_  
 Accounts Payable Contact: (First & Last Name, Phone number, and email address)

## **TERMS AND CONDITIONS OF SALE**

### **1. Terms and Conditions.**

The terms and conditions set forth herein constitute a final, complete and exclusive statement of the terms and conditions of sale and purchase between BioShot (“Seller”) and the purchaser (“Dealer”). Seller objects to and is not bound by any term or condition on Dealer’s purchase order, expression of acceptance, confirmation or any other communication which is different from, inconsistent with, or in addition to Seller’s terms and conditions and any such terms and conditions proposed by Dealer are hereby expressly rejected.

### **2. Acceptance of Orders.**

All orders placed by Dealer are subject to Seller’s acceptance. Seller hereby reserves the right to reject any order, in whole, or in part, for any reason whatsoever.

### **1. Shipments and Deliveries.**

Freight terms shall be FOB, Seller’s loading dock and Seller shall have the right to designate the carrier for shipment. All risks of loss or damage to products in transit shall be borne by Dealer.

### **3. Inspection and Acceptance of Products.**

Dealer shall inspect any products delivered by Seller within forty-eight (48) hours after delivery of products to their shipping destination. Dealer shall notify Seller promptly of any claim of inconsistency between the products ordered and the products received and/or defects in any of the products received. Dealer’s failure to promptly notify Seller of any inconsistency between the products ordered and the products shipped and/or defects in any of the products received shall constitute an acknowledgement by Dealer that the products delivered conform to the contract terms and shall constitute an immediate and irrevocable acceptance of the products by the Dealer.

### **5. Returns.**

No products may be return for credit or replacement unless Seller provides its prior written authorization. Any such authorized returns shall be shipped by Dealer, FOB, by the destination selected by the Seller. Any returns must be accompanied by the Dealer’s original invoice and Seller’s Return Authorization Number (RMA), and shall be subject to a twenty percent (20%) restocking fee.

### **6. Payment Terms.**

Dealer shall pay Seller on the terms quoted by Seller from time to time. Such terms may include, but shall not be limited to, cash in advance, payment by credit card in advance, or net terms. If terms are provided and Dealer fails to pay on or before the due date, Dealer agrees to pay interest at a rate of 1.5% (18% annual) per month until the invoice is paid in full. All USA dealers are required to make payment in full on first 3 orders via CC payment or certified check/money order. Orders after initial 3 may qualify for Net terms. All international orders must be paid in full at time of order via CC payment or Bank Transfer. (Transfer information will be given once an order is placed).

### **7. Limitation of Liability.**

Seller shall not be liable to Dealer for any incidental, indirect, consequential or special damages in connection with any matters relating directly or indirectly to Dealer’s purchase from Seller, or

otherwise pertaining to the business relationship between Seller and Dealer, even if Dealer has advised Seller of the possibility of such damages.

8. **Confidentiality.**

Dealer shall not disclose and shall otherwise maintain the confidentiality of all pricing information, credit terms, and advance product information supplied by the seller.

9. **Representation of Solvency.**

Dealer, by placing an order with Seller, shall be deemed to have represented in writing that is not insolvent as that term is defined in the Uniform Commercial Code.

10. **Attorneys' Fees and Collection Costs.**

Seller shall be entitled to recover its reasonable attorneys' fees and all costs of collection in connection with enforcing its rights under these Terms and Conditions of Sale, including the collection of any amounts due and payable by Dealer to Seller. In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed.

11. **Non-Waiver and Severability.**

Seller's failure in any one of more instances to insist on the performance of any terms and conditions, or to exercise any right or privilege, shall not be constructed as a waiver of any of Seller's rights or privileges. Each of the terms and conditions shall be governed and construed in all respects in accordance with the laws of the State of California, without regard to California's conflicts of law rules.

By signing below, you agree that all your purchases from BioShot will be governed by the TERMS AND CONDITIONS OF SALE in effect at the time of your order. The current TERMS AND CONDITIONS OF SALE are set forth in this agreement and application.

**This application must be personally signed by the owner or officer of the business. For a digital signature please print your name and add a “#” after.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Please complete this application and mail or email all pages to BioShot.