



PO Box 1235
Lebanon, Missouri 65536
(417) 718-2244

New Customer Application Form and Agreement

Office Use Only Approved Date:

Application Date: _____

Company: _____

Bill to Address: _____

Ship to Address: _____

Company Phone: _____ **Email:** _____

Main Contact: _____ **Title:** _____

Phone: _____ **Email:** _____

Accounting Contact: _____ **Title:** _____

Phone: _____ **Email:** _____

Other Contact: _____ **Title:** _____

Phone: _____ **Email:** _____

State of Incorporation: _____ **Corporate ID #:** _____

Federal Tax ID #: _____

Company Pesticide Licenses:

State/License Number	Name	License Type	Expiration
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Who is authorized to order product?

Name	Title	Email Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

Invoicing: Preferred email address for invoicing to be sent to.

Email Address: _____

Shipping: All shipping will be arranged by SmartFume and attached in final invoice.

As an authorized representative of the above mentioned Company, I agree to the following:

1. **SmartFume® is a restricted use pesticide** only for use on wood structures by certified applicators. No uncertified applicators within our company will use or handle the SmartFume® product.
2. Customer will be responsible for maintaining and abiding by proper pesticide licensing and laws within the jurisdictions in which the product is purchased, stored, transported and used.
3. All customer representatives, employees and applicators will read product label and Safety Data Sheet carefully and follow all instructions.
4. All customer representatives, employees and applicators who will be handling SmartFume® product will carefully review the SmartFume® training material, which will be made accessible after customer application is approved.
5. Customer agrees to notify and update SmartFume® in the event of any changes to the information in this application and send copies of renewed licenses.
6. Permission is given for supply/credit references to be contacted for the purposes of credit reporting.
7. I have read, agreed to and initialed the attached (page 3) Terms and Conditions of Sale.

Printed Name

Signature

Title

Date

SmartFume Co.
Terms and Conditions for Sale of Goods

1. **General Provisions.** The terms and conditions apply to all sales of goods from SmartFume Co., an Oregon corporation (SmartFume) to Customer. Deviations from and additions to these terms and conditions will be valid only if they are in a written agreement signed by an officer of SmartFume. Except for terms that are expressly stated to be covered by purchase orders, SmartFume expressly rejects the terms and conditions on Customer's purchase order or other terms and conditions proposed by Customer. Sales representatives do not have the authority to legally bind SmartFume or vary these terms and conditions.
2. **Order and Delivery.** SmartFume will be deemed to have accepted an order for goods only if: (i) SmartFume expressly accepts the order(s) in written or verbal format; or (ii) SmartFume has made delivery under the order, but SmartFume's acceptance will be only to the extent of the delivery made. Customer will pay all handling and shipping costs. SmartFume will use its commercially reasonable efforts to meet delivery and other dates to which it has agreed in writing. The mere fact that an agreed delivery or other date was not met will not cause SmartFume to be in default. SmartFume is not responsible for conditions or delays beyond its control, such as, but not limited to, delays due to strikes, fires, severe weather, or delays of carriers.
3. **Title and Risk of Loss.** The risk of loss, theft or damage to the goods will pass to Customer at the time of shipment from the warehouse. All goods will become Customer's property at the time of shipment from the warehouse.
4. **Price and Payment.** All prices will be exclusive of tax. Unless different terms are contained on Customer's purchase order and agreed to by SmartFume, Customer will pay all amounts due within 30 days after the date of invoice. If Customer does not pay the amounts owed in a timely manner, Customer shall be obligated to pay a 1.50% service charge monthly on all past due invoices. Customer will pay for all reasonable and necessary attorney fees and costs and expenses incurred by SmartFume in collecting any past due accounts, including, but not limited to, expert witness fees and charges of any external experts or other witnesses retained by SmartFume, in addition to the cost and disbursements determined in any legal proceeding, as well as any appeal therefrom.
5. **Disclaimer of All Warranties.** SmartFume does not provide any express, implied or other warranties of any kind with regard to the sale of any its goods. SmartFume disclaims any and all warranties of any kind, including any express warranties, all implied warranties, including the implied warranty of merchantability and implied warranty of fitness for a particular purpose, as well as any and all implied or other warranties of any kind. SmartFume's liability and obligations are further limited by Section 7 below.
6. **Return of Goods.** SmartFume will not accept return of any goods unless: (i) SmartFume gives prior written authorization; (ii) Customer pays all costs of shipping and handling to a destination authorized by SmartFume; and (iii) Customer pays a restocking fee equal to 10% of the total price for the goods.
7. **SmartFume's Indemnity and Limitation of Liability.** SmartFume's total liability to Customer and any third party for the failure of the goods to be as represented by SmartFume will be limited to Customer's direct damages up to a maximum amount of the price of the goods actually paid to SmartFume by Customer that relates directly to the breach. SmartFume will not be liable for any consequential damages, consequential loss, lost profits, lost savings, loss of goodwill, or any other indirect damages even if SmartFume was made aware of the possibility of such damages. Customer must make all claims for liability under this Section 7 promptly and in writing in a reasonable time and manner intended to allow SmartFume an opportunity to mitigate and reduce the damage suffered, but in no event more than 1 year after the goods were delivered to customer.
8. **Applicable Law and Disputes.** These terms and conditions are governed by and construed in accordance with the laws of the State of Oregon, without giving effect to any choice of law provisions that may direct the application of the laws of another jurisdiction. The sole jurisdiction and venue for any dispute relating to the sale of the goods will be in Linn County Circuit Court in Albany, Oregon and Customer and SmartFume each hereby stipulate and submit to personal and subject matter jurisdiction in Linn County Circuit Court in Albany, Oregon.
9. **Miscellaneous.** The terms and conditions for Sale of Goods printed on the reverse side of any invoice or attached as part of any invoice are an integral part of this sale. If litigation or other adversarial action is commenced between the parties, the Prevailing Party in that action shall be awarded from the non-prevailing party all reasonable and necessary attorney fees and costs. "Prevailing Party" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party is determined to be the prevailing party by a court of law.
10. **Sales Tax.** In order to comply with the majority of state and local sales tax law requirements, it is necessary that SmartFume have in its files a properly executed exemption certificate from each Customer who claims a sales tax exemption. If SmartFume does not have this certificate, SmartFume maybe obligated to collect the sales tax for the state in which the goods are delivered. Customer shall pay, indemnify and hold SmartFume harmless on an after-tax basis against, all sales, use, transfer or similar taxes (and any fines, penalties, or other additions to such taxes and all interest relating thereto), if any, imposed or assessed on or with respect to the sale.

Initials noting customer has read the above terms and conditions: _____