



**Banking**

Bank: _____	Bank Officer or Contact: _____
Account Number(s): _____	
Address: _____	
City: _____	State: _____ Zip: _____
Telephone: _____	Fax: _____

**Business Information**

Name of Owner: _____	Social Security Number: _____
Address: _____	
Number of Years at this Location: _____	
City: _____	State: _____ Zip: _____
Telephone: _____	Fax: _____
Accts. Payable Manager: _____	Phone (Ext.): _____

**Trade References**

Company's Name: _____	Contact Name: _____
Address: _____	
City: _____	State: _____ Zip: _____
Telephone: _____	Fax: _____

Company's Name: _____	Contact Name: _____
Address: _____	
City: _____	State: _____ Zip: _____
Telephone: _____	Fax: _____

Company's Name: _____	Contact Name: _____
Address: _____	
City: _____	State: _____ Zip: _____
Telephone: _____	Fax: _____

Company's Name: _____	Contact Name: _____
Address: _____	
City: _____	State: _____ Zip: _____
Telephone: _____	Fax: _____



# EZRip Drywall Tool Company

216 Alameda Street • Vallejo, California 94590-6225 U.S.A.

Phone: 707.552.5510 • Fax: 707.552.3172

## TERMS AND CONDITIONS OF SALE

### PAYMENT TERMS

Orders are subject to acceptance by the EZRip Drywall Tool Company at prices in effect at receipt of order. All prices are quoted and payable in U.S. dollars only. We reserve the right to increase prices when a careful review of our costs indicates a need for additional revenue. Payment for international orders should be made prior to shipment, via wire transfer, unless otherwise specified.

### TERMS OF SALE

Net 30 days from date of invoice, unless otherwise specified on the invoice; subject to credit approval. Late payments are subject to an interest charge at the rate of 1.5 % per month, or the maximum allowed by law. Each EZRip is sold with one box of 100 EZRip blades. The EZRip Drywall Tool Company reserves the right to substitute EZRip blades with generic blades of equal or greater quality.

### ORDER PROCESSING

The EZRip Drywall Tool Company attempts to ship all orders within 24 hours, although the EZRip Drywall Tool Company shall not be held responsible for any loss or damage resulting from delay in filling orders.

### FREIGHT TERMS

All merchandise sold F.O.B. Vallejo, CA. Title of merchandise transfers upon delivery to carrier at point of shipment. Freight is prepaid on order totaling \$300.00 net or more to single shipment point ONLY within the continental United States (\$600.00 net to Alaska, Hawaii, Canada and Puerto Rico; excluding duties and taxes). The EZRip Drywall Tool Company reserves the right to determine routing. If any special routing or handling requested causes excess cost over standard routing, the excess cost will be charged on the invoice.

### SHORTAGE, DAMAGE, PROOF OF DELIVERIES

It is the customers responsibility to carefully inspect all merchandise. All damage claims or discrepancies MUST be presented in writing no later than fifteen (15) days from the invoice date in question. Failure to advise us of defects on shipments within the 15-day period will constitute acceptance of the shipment. In case of any shortage or damage, notify the delivering transportation agent and file claim promptly. Although our responsibility for the merchandise ends upon receipt by our transportation agent, when requested, we will furnish necessary information to assist you in filling a claim.

### CANCELLATION

Orders are not subject to cancellation, change, reduction in amount, or suspension of deliveries except with our consent and upon terms which protect us from loss.

### RETURNED GOODS POLICY

Merchandise cannot be returned without advance authorization. Authorized returns must be sent to our factory with freight prepaid. Credit for authorized returns will be issued at current prices or price paid for the product, whichever is lower. All returned merchandise are subject to inspection for SALABILITY and is subject to a 10% restocking charge. Unsalable or discontinued merchandise cannot be returned under any circumstances. Unauthorized returns or unsalable merchandise will be shipped back and invoiced with a handling charge of \$25.00 added. Please call for Return Goods Authorization Number.

### SCOPE OF TERMS

Unless otherwise agreed in writing, this agreement will constitute our entire terms and obligation upon our acceptance of any order; regardless of the terms, stipulations, etc. in any request for quotations or as may appear in any order submitted. Prices, terms and merchandise specifications are subject to change without notice. Acceptance of merchandise constitutes acceptance of the above terms and conditions, any additional or contrary terms and conditions contained elsewhere, including without limitation any purchase order, are specifically rejected. This Agreement shall be governed by and construed in accordance with the laws of the State of California in all respects.

### DEFECTIVE MERCHANDISE

All tools and merchandise are inspected at our factory before shipment and are believed to be free from defects in workmanship and material. We will make a fair and equitable adjustment on any tool that allegedly fails to perform to our standards under normal use. If merchandise is determined to be defective, we will replace or repair merchandise, providing that it is returned to us transportation charges prepaid. Our liability under all warranties, express or implied, shall be limited to replacement or repair of defective merchandise. However, we cannot be responsible for tools that show excessive wear or damage resulting from accident, misuse or abuse.

### LIABILITY

The EZRip Drywall Tool Company is in no way liable for claims in incidental or consequential damages connected with the manufacture, sale, delivery or use of any of its products. Follow all applicable ANSI and OSHA Codes and Regulations for use with all the EZRip Drywall Tool Company products.

## SALES TAX RULES AND REGULATIONS – RESALE CERTIFICATES

Dear Valued EZRip® Customer,

In compliance with the California Sales and Use Tax Laws, it is necessary that we have from all our customers a signed resale certificate, with their State Sales Tax Permit Number, to show that the merchandise has been purchased for resale.

Under "Description of property to be purchased" there may appear;

- a) Either an itemized list of the particular property to be purchased for resale or;
- b) A general description of the kind of property to be purchased for resale. Such certificate is good until revoked in writing.

Please COMPLETELY fill out items 1, 2, 3 and 4 of the Resale Certificate shown below:

(1) \_\_\_\_\_  
(Company Name)

(2) \_\_\_\_\_  
(Company Address)

I HEREBY CERTIFY: That I hold valid seller's permit No. (3) \_\_\_\_\_ issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling  
(4) \_\_\_\_\_; that the tangible personal property described herein which I shall purchase from:

### **EZRip Drywall Tool Company**

will be resold by me in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount.

Description of property to be purchased:

### ***Tools and Related Products***

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser or Authorized Agent

\_\_\_\_\_  
Print Name and Title