



Customer Application Form

18965 San Jose Ave,
City of Industry, CA 91748
(855) 955-1688

Please fill out this form and email it to order@8net.com and/or your dedicated customer representative

COMPANY NAME:		DATE:
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TELEPHONE:	FAX:	WEBSITE:
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TYPE OF BUSINESS: <input type="checkbox"/> Wholesale/Distribution <input type="checkbox"/> Logistics <input type="checkbox"/> Professional Services <input type="checkbox"/> Other _____	YEAR ESTABLISHED:	REFERRED BY:
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OFFICE HOURS:	RECEIVING HOURS:	<input type="checkbox"/> Lift Gate Needed	<input type="checkbox"/> Bobtail Only
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BILLING ADDRESS:

CITY:	STATE:	ZIP:	COUNTRY:
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Shipping address is the same as your billing address (no need to fill below address)

SHIPPING ADDRESS:

CITY:	STATE:	ZIP:	COUNTRY:
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Title	Name	Phone	Ext.	Email
CEO				
PO				
AP				

CA Seller's Permit & Resale Declaration

NAME OF PURCHASER: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

This acknowledgement applies to the item(s) listed below, which the customer intends to purchase from 8 NET Inc:

I am engaged in the business of _____ and principally sell _____

Seller's Permit Number: _____

Please check all appropriate boxes below that you attest will be used for resale:

Packaging Supplies: Packaging supplies for use in packing or shipping activities. Used to transfer merchandise or tangible property to customers.
 Items include **Corrugated Boxes, Bags, Tape, Bubble/Foam Rolls, Kraft Paper, Mailers, Stretch Film, and Strapping**

Resale "As Is" or As Part: Products listed below are normally purchased for internal use and subject to sales tax. However, if the products are purchased to be used as a part of the manufacturing process, as a component of a new product, and/or purchased specifically for resale, check applicable item(s) below.

Copy Paper

Other(s): _____

I hereby certify that I hold a valid California Seller's Permit issued pursuant to the California Sales and Use Tax Law. I am engaged in the business of selling tangible personal property and the items purchased from 8 NET, Inc. will be resold or used as qualifying packaging materials in the regular course of business. I understand that any items purchased for purposes other than resale or qualifying packaging use, including personal or business consumption, are subject to California sales or use tax. I agree to report and pay such tax directly to the California Department of Tax and Fee Administration (CDTFA), measured by the purchase price or other authorized amount. This declaration applies to all purchases and future orders placed with 8 NET, Inc. and shall remain in effect until revoked by me in writing and accepted by 8 NET, Inc., or as otherwise provided by law. I certify that the information provided herein is true and correct.

Printed Name of Person Signing

Title

Signature & Title (Owner, Corporate Office, or Authorized Representative)

Date

8 NET – Terms & Conditions

- 1. ENTIRE AGREEMENT:** This agreement constitutes the entire contract of sale and purchase of the products named herein. No modifications of this contract shall be binding upon 8 NET Inc. unless in writing and signed by 8 NET Inc., and no modification shall be affected by 8 NET Inc.'s acknowledgement or acceptance of Customer's purchase order forms containing a different provision. Trade usage shall be neither applicable nor relevant to this agreement, nor shall it be used in any manner whatsoever to explain, qualify, or supplement any of the provisions hereof.
- 2. QUOTATIONS:** Quotations are subject to 8 NET Inc.'s inventory availability and are not guaranteed for any length of time. Verbal agreements will not be recognized.
- 3. ACCEPTANCE OF ORDERS:** Orders are **ONLY** accepted via online shopping cart, unless otherwise indicated by 8 NET. Customer confirmation is final, but orders can be changed or cancelled by the Customer with fees (see 18. RETURN OF MERCHANDISE). To ensure efficient processing and delivery, each order is limited to a maximum of 20 different products (i.e., SKUs). Orders exceeding this limit will require modification to comply with this policy.
- 4. CUSTOM ORDERS:** All custom orders are received subject to acceptance by 8 NET Inc. and are not subject to change or cancellation by the Customer. Prices quoted are based upon freight rates and fuel surcharges in effect at the time of quotation, and any advances will be on account of the Customer. All trade customs apply.
- 5. PRICE AND AVAILABILITY:** 8 NET Inc. strives to maintain prices at the lowest level. Occasionally, prices change due to circumstances beyond our control. Prices and availabilities of products are not guaranteed and are subject to change without notice. 8 NET Inc. reserves the right to correct any and all errors, inaccuracies or omissions and to change or update information at any time without prior notice. Prices listed do not include shipping charges, handling fees, taxes and/or duties or special crating requirements for export shipments.
- 6. TAXES:** Customers claiming exemption from taxes or duties must provide proper documentation at the time of account creation or prior to their first order. If such documentation is not provided, liability for all taxes and import or export duties, imposed by any city, federal or other governmental levies, shall be assumed and paid by the Customer. Customer further agrees to indemnify 8 NET Inc. against all liabilities for such taxes or duties and legal fees or costs incurred by 8 NET Inc. in connection therewith.
- 7. TERMS OF PAYMENT:** Terms of payment shall be in accordance with 8 NET Inc.'s invoice or applicable published sales confirmation agreement. All 8NET.com customers are, by default, set to credit card payment method only. However, customers with monthly purchases exceeding \$10,000 have the option to apply for a different payment term, subject to approval. To apply, please download the new Customer application form and the credit application form on the web version of these terms and send the completed forms to order@8net.com.
- 8. SHIPPING AND DELIVERY LIABILITY:** Free on Board (FOB) points, freight allowances, and other transportation arrangements applicable to individual sales shall be as set forth in 8 NET Inc.'s published sales policy statements. 8 NET Inc. will not consider claims for errors, damages or shortages in shipments unless notified in writing within seven (7) days of the date of shipment and accompanied by documents sufficient to substantiate the claim.
- 9. SHIPPING DELAYS AND FORCE MAJEURE:** Shipping dates and times are approximate, not guaranteed. 8 NET Inc. is not liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control, including but not limited to, acts of God, acts of the Customer, fires, strikes, floods, riots, wars, delays in transportation, and the inability to obtain the necessary labor, materials or components. In the event of any such delays, the date of delivery shall be extended for a period equal to the time lost by reason of such delays. If delivery becomes impossible, 8 NET Inc. shall have the right to cancel the contract without further liability to the Customer. Cancellation of any part of this order shall not affect 8 NET Inc.'s right to obtain payment for any product delivered hereunder. On any order for release against an order for goods, 8 NET Inc. reserves the right to ship and invoice for a quantity on the individual release and the Customer shall accept delivery and pay for such a revised quantity and consider the shipment to be complete.
- 10. COMMERCIAL AND RESIDENTIAL DELIVERY TERMS:** Shipping services are available for commercial addresses. For residential address delivery, please contact us prior to placing the order and we will verify if we can make the delivery. Additional fees may apply for residential deliveries or deliveries with special requirements.
- 11. FREE SAME-DAY DELIVERY QUALIFICATIONS:**
 - a. For Our Packaging Supply Products:** Free same-day delivery is available for orders of \$250 or more, made by 10 am, and within 10 miles (driving distance) of 8 NET Inc. An additional \$25 handling fee charge will apply for orders below \$100. Free delivery is available for orders of:
 - \$250 & within 10 miles (driving distance) of 8 NET Inc. (91748), or a surcharge up to \$75 will apply;
 - \$500 & within 20 miles (driving distance) of 8 NET Inc. (91748), or a surcharge up to \$100 will apply;
 - \$1,000 & within 30 miles (driving distance) of 8 NET Inc. (91748), or a surcharge up to \$150 will apply;
 - \$2,000 & within 40 miles (driving distance) of 8 NET Inc. (91748), or a surcharge up to \$250 will apply;
 - \$3,000 & within 50 miles (driving distance) of 8 NET Inc. (91748), or a surcharge up to \$300 will apply;
 - b. For Our Commercial Printing Paper Products:** All commercial printing orders must meet a minimum of \$500 for delivery within 20 miles (driving distance) of 8 NET Inc.'s listed address or \$250 for will call, or a \$50 handling charge will be applied. Free delivery is available for orders of:
 - \$500 & within 10 miles (driving distance) of 8 NET Inc. (91748), or a surcharge up to \$75 will apply;
 - \$1,000 & within 20 miles (driving distance) of 8 NET Inc. (91748), or a surcharge up to \$100 will apply;
 - \$2,500 & within 30 miles (driving distance) of 8 NET Inc. (91748), or a surcharge up to \$200 will apply;
 - \$5,000 & within 40 miles (driving distance) of 8 NET Inc. (91748), or a surcharge up to \$300 will apply.
 - c. For Warehouse Equipment (e.g., pallet jacks and stretch wrap machines):** All equipment orders must meet a minimum of \$250 for delivery and will require 2 working days for assembly and inspection before delivery. All material handling supplies, such as conveyors and pallet racking, are not included in the free same-day delivery program, and quoted prices are set as Free On Board (FOB).
 - \$250 & within 10 miles (driving distance) of 8 NET Inc. (91748), or a surcharge up to \$75 will apply;
 - \$500 & within 20 miles (driving distance) of 8 NET Inc. (91748), or a surcharge up to \$100 will apply;
 - \$1,000 & within 30 miles (driving distance) of 8 NET Inc. (91748), or a surcharge up to \$200 will apply;
 - \$2,000 & within 40 miles (driving distance) of 8 NET Inc. (91748), or a surcharge up to \$250 will apply;
 - \$3,000 & within 50 miles (driving distance) of 8 NET Inc. (91748), or a surcharge up to \$300 will apply.
 - d.** Please note that same-day delivery is subject to availability and may not be guaranteed for orders delivered to locations over 10 miles (driving distance), for example due to unexpected order volume.
 - e.** Please note that the actual driving distance is calculated based on interstate highway routes, as 8 NET Inc. utilizes commercial trucks for its deliveries to Customers.
 - f.** Due to increased operational costs, additional surcharges or higher order minimums may apply for orders that are beyond a 40-mile (driving distance) radius or otherwise outside our delivery area. Please contact us for a quote before placing the order. 8 NET Inc. reserves the right to correct any errors or omissions and to change or update information at any time without prior notice.
- 12. PICK-UP / WILL CALL QUALIFICATIONS:** A will call (in-person pick-up) option is available to local Customers, with an order minimum of \$100. Customers may schedule a will call pickup at 8 NET Inc.'s warehouse, with a minimum of two hours' lead time after the time of scheduling. Please note that will call orders can be picked up from **Monday to Friday, 9:00 am to 5:30 pm**. Will call orders placed before 4:01 pm may be scheduled for pick-up on the same day, depending on factors such as warehouse staff availability and volume of will call orders. Will call orders placed after 4:00 pm will be scheduled for the next business day automatically. Will call orders not picked up within seven (7) business days of the scheduled date will be cancelled, and a 20% restocking fee (minimum \$25) will be applied. All customers picking up a will-call order must present either an original, validated digital copy, or signed paper copy of: 1) the **credit or debit card** used to place the order, and 2) the **valid government-issued photo ID** matching the account holder's name. **A rush pickup option is available** to customers during checkout for \$75, which cuts the pickup minimum lead time from two hours to one hour.
- 13. QUALITY CONTROL AND PRODUCT INSPECTION:** 8 NET Inc. shall make every effort to verify product prior to shipment, however Customer shall inspect upon arrival, including the specific **ITEM AND QUANTITY** received before using any portion of the order. The Customer should reject merchandise upon delivery if any shortages, errors, or damage has occurred. Claims for the shortage, errors, damage must be made before the item is opened or used. 8 NET Inc. is not responsible for Customer errors in purchase or usage.
- 14. RETURN OF MERCHANDISE:** No merchandise will be accepted for return and/or credit without prior consent of 8 NET Inc. All the following conditions must be met before any consideration will be given for a return and/or credit of the merchandise:
 - Customer must notify 8 NET Inc. of the return in writing within seven (7) days of invoice and items must be returned within thirty (30) days.
 - All returned merchandise must be clearly labeled with a Return Merchandise Authorization (RMA) number issued by 8 NET Inc.
 - All returned goods must be in original packaging and in a resaleable condition.
 - All authorized returns are subject to a 20% restocking charge (Minimum \$25).
 - Customers will be responsible for shipping and transportation costs for all returns unless otherwise arranged directly with 8 NET Inc.
- 15. ORDER REVISION:** For any order revisions requested by the Customer (e.g., adding/removing products, revising order quantity, changing delivery method), a **minimum \$50 handling fee** will apply per order. Order revisions will not be available for the orders that have already been prepared or shipped. If the order revision is initiated by 8 NET Inc., no surcharge will be applied. 8 NET Inc. will only accept order revision requests submitted by the Customer via email. Customers will be responsible for shipping and transportation costs for all order revisions unless otherwise arranged directly with 8 NET Inc.
- 16. WARRANTIES:** Certain **material handling and warehouse supplies** (e.g., machinery, pallet trucks) may be covered by a **manufacturer warranty**, as outlined in the 'Additional Information' section of the relevant product listing or as otherwise clarified by our Customer Service Representatives. In the absence of a stated manufacturer warranty in the 'Additional Information' section, 8 NET Inc. disclaims all warranties, express or implied, and shall bear **no liability thereunder**. Customers are advised to consult with our Customer Service Representatives for details regarding product-specific warranty coverage.
- 17. LIMITATION OF LIABILITY:** 8 NET Inc.'s liability of any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this contract, or from the performance or breach thereof, or from the sale, delivery, resale or use of any product covered by or furnished under this contract, shall in no case exceed the price of the product or part thereof which gives rise to the claim. **IN NO EVENT SHALL 8 NET Inc. BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THE NATURE OF PENALTIES.** 8 NET Inc. shall not be liable for delay or failure to perform due to causes beyond its control.
- 18. INDEMNIFICATION AND WAIVER:** Customer agrees to indemnify and hold harmless 8 NET Inc. of and from any and all claims or liabilities asserted against 8 NET Inc. in connection with the sale, delivery, resale or use of any product covered by or furnished under this contract, arising in whole or in part of the failure of Customer, its agents, employees or other partners to follow instructions, warnings or recommendations furnished by 8 NET Inc. in connection with such product, or by reason of the negligence of the Customer, its agents, employees or partners. Customer hereby waives and releases 8 NET Inc. from all rights of contribution or indemnity to which it may otherwise be entitled.
- 19. FRAUDULENT ORDERS AND CHARGEBACKS:** Customer acknowledges and agrees that any disputed charges or chargebacks must be reported to 8 NET Inc. in writing within seven (7) calendar days of the transaction date. Failure to provide timely notice may impair 8 NET Inc.'s ability to investigate, respond to, and recover funds associated with such disputes, and shall be deemed a waiver of any related claim. Customer further agrees that it shall not initiate chargebacks or payment disputes without first making a good faith effort to resolve the issue directly with 8 NET Inc. In the event of a chargeback related to an order that was fulfilled and received (including but not limited to will call pickup), Customer shall remain liable for the full amount of the transaction and agrees to reimburse 8 NET Inc. for any associated losses, including processing fees, penalties, and administrative costs. 8 NET Inc. shall not be liable for losses arising from fraudulent orders or unauthorized use of a payment method unless such fraud is timely reported and substantiated, and in no event shall 8 NET Inc.'s liability exceed the amount recovered from the payment processor or issuing bank.
- 20. PRODUCT IMAGES:** All product images, including but not limited to, those used in catalogs, websites, signs, displays, price lists, and advertisements are for illustrative purposes only. Actual product appearances may vary.
- 21. REWARD POINTS PROGRAM:** 8 NET Inc.'s Reward Points Program enables Customers to earn points on all purchases and redeem those points for exclusive rewards. Customers must have a registered account with sufficient points available at the time of redemption for 8 NET Inc. reward offers. For every dollar spent on commercial printing paper products at www.8net.com, Customers receive 0.5 Reward Points. Reward offers are limited, while supplies last, and provided on a first-come, first-served basis, and availability of certain rewards may change without prior notice. Customers must spend a minimum of \$250 per order (before tax & shipping charges) to earn Reward Points, and Customers cannot redeem Points for more than the total amount of the purchase. Points are not redeemable for cash. **All unredeemed points EXPIRE when Customers have not engaged in purchases or point activity for 12 MONTHS OR MORE.** 8 NET Inc. reserves the right to modify, cancel, and limit any promotion or offer. 8 NET Inc. reserves the right of final interpretation for this Reward Points program.
- 22. GOVERNING LAW:** This agreement has been negotiated and executed in the State of California and shall in all respects be interpreted, enforced and governed in accordance with the laws of the State of California. Each party hereto agrees that any action to enforce this agreement or any rights hereunder must be brought in a Court within the County of Los Angeles and no other Court.
- 23. ATTORNEYS' FEES:** Should suit be brought to enforce or interpret any part of this Agreement, the "prevailing party" shall be entitled to recover as an element of costs of suit and not as damages, reasonable attorneys' fees to be fixed by the Court. The "prevailing party" shall be the party entitled to recover his costs of suit, regardless of whether such suit proceeds to final judgment. A party not entitled to recover his costs shall not be entitled to recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for the purposes of determining if a party is entitled to recover costs of attorneys' fees.

Printed Name

Title

Signature

Date

For more information, please call (855) 955-1688 or reach out to order@8net.com