



Customer Application Form

Please fill out this form and email to order@8net.com

COMPANY NAME:			DATE:
---------------	--	--	-------

TELEPHONE:	FAX:	WEBSITE: W W W.
------------	------	--------------------

TYPE OF BUSINESS: <input type="checkbox"/> Wholesale/Distribution <input type="checkbox"/> Logistics <input type="checkbox"/> Professional Services <input type="checkbox"/> Other _____	ESTABLISHED:	REFERRED BY:
--	--------------	--------------

OFFICE HOURS:	RECEIVING HOURS:	Lift-Gate Needed <input type="checkbox"/>	Bobtail Only <input type="checkbox"/>
---------------	------------------	---	---------------------------------------

BILL-TO ADDRESS:

CITY:	STATE:	ZIP:	COUNTRY:
-------	--------	------	----------

Check this box if your shipping address is the same as your billing address

SHIP-TO ADDRESS:

CITY:	STATE:	ZIP:	COUNTRY:
-------	--------	------	----------

Title	Name	Phone	Ext.	E-mail
CEO				
PO				
AP				

California Resale Certificate

NAME OF PURCHASER: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

This certificate is for the purchase from 8 Net Inc. of the item(s) listed below.

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

Seller's Permit Number: _____

Please check appropriate items for resale:

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

Resale "as is" or as Part: Property listed below is normally purchased for internal use and subject to sales tax. However, if the property is purchased to be used as a part of the manufacturing process and/or as an ingredient or component of a new product, and/or purchased as inventory for resale please check the item(s) below.

Copy Paper

Other: _____

I hereby certify that I hold a valid Seller's Permit Number issued pursuant to the sales and use tax law; that I am engaged in the business of selling tangible personal property described herein, which I shall purchase from 8 NET, Inc 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. This certificate covers all future orders and is deemed valid until canceled by in writing or as determined by state law. This certificate is considered valid if all requested information is provided and is correct.

Printed Name of Person Signing _____

Title _____

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

Date _____

SOUTHERN CALIFORNIA

18669 SAN JOSE AVENUE
CITY OF INDUSTRY, CA 91748
T: 855-955-1688 F: 888-503-8638



SHOWROOM

18965 SAN JOSE AVENUE
CITY OF INDUSTRY, CA 91748
T: 855-955-1688 F: 888-503-8638

8 NeT - Terms & Conditions

1. **ACCEPTANCE OF ORDERS** – Orders are accepted via phone, fax, e-mail, or through online shopping cart. Buyer confirmation is final and cannot be changed or cancelled.
2. **PRICE** – Prices are not guaranteed and are subject to change without notice. The Seller reserves the right to correct any and all machine errors. Purchase orders are accepted only in accordance with Seller's regular scheduled prices, terms and conditions.
3. **QUOTATIONS** – Quotations are subject to Seller's inventory availability and are not guaranteed for any length of time. No verbal agreements recognized.
4. **TERMS OF PAYMENT** – Terms of payment shall be in accordance with Seller's invoice or applicable published sales confirmation agreement.
5. **DELIVERY** – F.O.B. points, freight allowances and other transportation arrangements applicable to this sale shall be as set forth in Seller's published sales policy statements. Seller will not consider claims for errors, damages or shortages in shipments unless notified to Seller in writing within seven (7) days of the date of shipment and accompanied by documents sufficient to substantiate the claim.
6. **SHIPMENT** – Shipping dates and times are approximate and are not guaranteed. Seller shall not be 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 Buyer, fires, strikes, flood, riot, war, delays in transportation, inability to obtain necessary labor, materials or components. In the event of any such delay the date of delivery shall be extended for a period equal to the time lost by reason of such delay. If delivery becomes impossible Seller shall have the right to cancel the contract without further liability to Buyer. Cancellation of any part of this order shall not affect Seller's right to obtain payment for any product delivered hereunder. On any order for release against an order for goods, Seller reserves the right to ship and invoice for a quantity on the individual release and the Buyer shall accept delivery and pay for such revised quantity and consider the shipment to be complete.
7. **DISCLAIMER** – All product images including but not limited to those used in catalogs, websites, signs, displays, price lists and advertisements are for illustration purposes only. Actual product may vary.
8. **WARRANTIES** – Certain merchandise may be warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder.
9. **LIMITATION OF LIABILITY** – Seller'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 SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THE NATURE OF PENALTIES. Seller shall not be liable for delay or failure to perform due to causes beyond Seller's control.
10. **INDEMNIFICATION AND WAIVER** – Buyer agrees to indemnify and hold harmless Seller of and from any and all claims or liabilities asserted against Seller 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 out of or by reason of the failure of Buyer, its agents, employees or customers to follow instructions, warnings or recommendations furnished by Seller in connection with such product, or by reason of the negligence of the Buyer, its agents, employees or customers. Buyer hereby waives and releases Seller from all rights of contribution or indemnity to which it may otherwise be entitled.
11. **TAXES** – The Seller requires the Buyer to provide a valid resale certificate prior to first order. If a Buyer cannot provide a valid resale certificate, liability for all taxes and import or export duties, imposed by any city, federal or other governmental levies, shall be assumed and paid by Buyer. Buyer further agrees to indemnify Seller against any and all liabilities for such taxes or duties and legal fees or costs incurred by Seller in connection therewith.
12. **INSPECT PRODUCT BEFORE USAGE** – The Seller shall make every effort to verify product prior to shipment, however Buyer shall inspect upon arrival, ITEM AND QUANTITY before using any portion of the order. The Buyer 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. Seller is not responsible for Buyer errors in purchase or usage.
13. **CUSTOM ORDERS** – All custom orders are received subject to acceptance by the manufacturer, and are not subject to change or cancellation. Prices quoted are based upon freight rates and fuel surcharges in effect at time of quotation and any advances will be for the account of the purchaser. All trade customs apply.
14. **MINIMUM ORDER POLICY** – All orders must meet a minimum of \$100 otherwise additional \$25 will be added.
15. **FREE DELIVERY MINIMUM** – \$250 within 15 mile radius of 8 NeT (91748), or \$25 will apply; \$500 within 50 mile radius of 8 NeT (91748), or \$50 will apply. Additional surcharges may apply for orders that are beyond a 50-mile radius or outside our delivery area.
16. **RETURN OF MERCHANDISE** – No merchandise will be accepted for return and/or credit without prior consent of the Seller. All of the following conditions must be met before any consideration will be given for a return and/or credit of the merchandise:
 - A.) Buyer must notify the Seller of the return in writing within 7 days of invoice and items must be returned within 30 days.
 - B.) All returned merchandise must be clearly labeled with a RMA number issued by the Seller.
 - C.) All Returned goods must be in original packaging and resalable condition
 - D.) All authorized returns are subject to a 15% restocking charge. Customer responsible for shipping and transportation costs for all returns.
17. **RETURN OF SPECIAL MERCHANDISE** – No credit or exchange will be given for the return of any closeout, special, or custom ordered items.
18. **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.
19. **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.
20. **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 the Seller unless in writing and signed by the Seller, and no modification shall be effected by Seller's acknowledgement or acceptance of Buyer's purchase order forms containing a different provision. Trade usage shall be neither applicable nor relevant to this agreement, nor be used in any manner whatsoever to explain, qualify, or supplement any of the provisions hereof.

Print Name

Title

Authorized Signature

Date

SOUTHERN CALIFORNIA
18669 SAN JOSE AVENUE,
CITY OF INDUSTRY, CA 91748



SHOWROOM
18965 SAN JOSE AVENUE,
CITY OF INDUSTRY, CA 91748

For More Information, Please Call : (855) 955-1688 or E-mail to order@8net.com