

Application For Net 30 Terms

- Please complete all fields. Incomplete forms may result in delayed processing.
- Please attach a current listing of supplier and trade references, as well as your **Reseller Permit and W-9** if applicable.
- **Publicly owned companies, government agencies, accredited educational institutions, and public schools** should only complete Section A and Page 2.

Section A

Organization Name _____

Billing Address _____ City _____

State/Province _____ ZIP/Postal Code _____ Country _____

Phone Number _____ Fax Number _____

Accounts Payable Contact _____ Phone _____

Email _____ Fax _____

Purchasing Contact _____ Phone _____

Email _____ Fax _____

Shipping Address _____ City _____

State/Province _____ ZIP/Postal Code _____ Country _____

Phone Number _____ Fax Number _____

Email for shipping notifications _____

Email for invoices _____

Organization Type: Corporation Partnership Sole-Proprietorship Governmental

Requested Credit Amount (USD): _____

Section B

D & B Number _____ Date Business Started _____

Bank Name _____

Contact _____ Account _____

Bank Phone _____ Bank Fax _____

Principal Owners/Officers:

(1) Name _____ Title _____

Email _____

(2) Name _____ Title _____

Email _____

Net 30 Day Credit Terms and Conditions

To obtain an open account with Net 30 Day payment terms, we require that a customer place an initial prepaid order. After the prepaid order has been placed, customers may apply for credit terms.

- Orders may be placed by email, fax, or submitted through our website.
- Payment is due within 30 days of an order shipping. **Delinquent payments may incur late fees.**
- DataPro is unable to accommodate the use of vendor portals or other customer-specific systems. **Customer must be able to accept invoices by email or fax.**

Terms of Sale:

Returns

- Full refund if RMA is requested within 10 business days of delivery.
- If RMA is requested 11 to 30 days after delivery, returns may receive:
 - Exchange of equal value, or
 - Refund minus 15% restocking fee.
- Once authorized, returns must be shipped to DataPro within 30 days.
- Shipping charges will not be refunded for non-defective merchandise.
- No credits, refunds, exchanges or cancellations for custom-built or special order items.
- No credits or refunds if product is not in "as new" condition.
- Once DataPro submits an order acknowledgment to Customer for custom-built or special order items, such order may not be canceled by Customer without DataPro's prior written consent, which may be withheld at DataPro's sole discretion. In the event that DataPro agrees to cancel an order, Customer shall reimburse DataPro for any and all expenses incurred by DataPro with respect to such order, including, but not limited to, all manufacturing expenses, labor costs, specialized design costs, and other costs related to the order.

Warranty

- The warranty period for cables and manual switches is five years. All other products carry a warranty of one year.
- DataPro does not warrant any product which has been modified in any way, nor is DataPro liable for any damages or losses resulting from any modifications.
- Except as specifically provided herein, DataPro disclaims and Customer waives any representation or warranty, express, or implied, as to any matters whatsoever relating to the parts, including without limitation workmanlike service, its merchantability, or its fitness for any particular purpose. Some states do not allow limitations on an implied warranty, so the limitations may not apply to you. In those jurisdictions where implied warranties may not be disclaimed, any limitations of warranty or implied warranty shall be given the greatest scope and protection to DataPro as may be permitted by law. DataPro shall not be responsible for the suitability of any parts for Customer's use nor for any non-conformities, damage, or injuries caused by or contributed to by defects in the parts due to any information provided by Customer.
- Under any circumstances for which Customer has a claim, whether for defects in the parts, or otherwise, Customer's sole remedy shall be limited to, at DataPro's sole discretion, repair of the defective part, replacement of the defective part, or refund of the portion of the purchase price related to the defective part. DataPro shall not be liable under any circumstances to Customer or third parties for special, incidental or consequential damages, whether such damages are sought in contract, in tort (including but not limited to negligence and strict liability) or otherwise.

Shipping/Delivery

- International Customers are responsible for all applicable import charges, including customs fees, Value Added Tax (VAT), duties, and brokerage fees. These fees are not included in our posted flat rate shipping charges, and typically are billed by the carrier. Unpaid fees may be charged to the Customer's credit card or credit account at a later date. All international orders are F.O.B. DataPro's facilities. All risk of loss and responsibility for the parts shall transfer to Customer at the time of shipping.
- Customers are responsible for all fees incurred by shipping on their carrier account. If unpaid by the Customer, these fees will typically be billed to DataPro, and charged to the Customer's credit card or credit account at a later date.
- Requests for special handling, packaging, labeling, or notifications may incur an additional handling fee.
- Orders with volume pricing or other discounts are not eligible for flat-rate shipping costs.

- Orders shipped without signature confirmation will not be replaced or refunded once declared "Delivered" by the carrier.
- Transit times for posted shipping methods do not include build time for custom parts, or restock time for backordered parts.
- Orders ship complete unless otherwise requested. Customers are responsible for any additional shipping charges on split shipments.
- Any outstanding balances shall accrue interest at a rate of 12% per annum or the maximum interest rate permitted by law, whichever is lower.
- Customer acknowledges that the lead times for DataPro's production and delivery of any Goods which are specified in any order acknowledgment submitted by DataPro to Customer are for estimation purposes only. DataPro shall bear no liability for any loss resulting to Customer due to DataPro's failure to meet such lead times.
- DataPro shall not be liable for and Customer shall have no rights with respect to any delay or failure in performance or non-performance which is due to acts beyond DataPro's reasonable control. Such acts shall include, but shall in no way be limited to, acts of God, acts of third parties, acts of governmental authorities or any agencies or commissions thereof, acts of war, accidents, breakdowns of equipment, strikes, lockouts, riots, fires, communication line failures, or other interferences with production and the supply or transportation of products, raw materials or components.

Product Specifics

- Face plates and wall plates do not include any connectors or cables unless specifically indicated.
- Face plates are not shipped assembled unless specifically indicated.
- Products purchased from DataPro may not be reverse-engineered for any purpose that may infringe on existing patents, copyrights, or trademarks.
- Custom products may be photographed and used for promotional purposes on DataPro's website, in printed materials, and on publicly accessible social media accounts. If for any reason you would prefer that your product not be used in this manner, we are happy to accommodate you. Just let us know when placing your order.
- Feedback submitted with an order or directly through our website may be used (anonymously) for promotional purposes on our website, in printed materials, and on publicly accessible social media accounts. If you would prefer that your feedback remain confidential, please let us know upon submission.
- Customer is responsible for complying with all applicable U.S. export laws, and the laws of the destination country and/or locality. Customer also certifies that any CAD data submitted to DataPro WILL NOT produce products that violate United States International Traffic in Arms Regulations (ITAR) or the laws of any other international governments. DataPro cannot be held responsible or liable for violations of ITAR or the laws of other international governments that are the result of the manufacture, possession, or transportation of any product whose design was provided by the Customer.
- Customer warrants to DataPro that it has the right to any technical drawings, 3D models, or descriptions of the material that it provides to DataPro and has the right to hire DataPro to fabricate Parts based on the information provided.
- Customer agrees to indemnify and hold DataPro harmless from any and all losses, damages, expenses, liabilities, claims or demands whatsoever suffered or incurred by it (including, but not limited to, its attorney's fees) related in any way to claims of trademark infringement, patent infringement, and/or any other trademark, patent, or other property rights stemming from any information Customer provides to DataPro, DataPro's use of the information to fabricate the Parts, the fabrication of the Parts, or sale of the Parts to Customer.

These terms are subject to change without notice.

See full, current Terms of Sale on our website - <https://www.datapro.net/terms>

We hereby agree to the above terms and authorize the named bank, attached trade references, and any credit reporting agencies to verify the information provided and disclose any details relevant to our creditworthiness:

Applicant's Signature

Name/Title

Date