



## ACCOUNT SETUP APPLICATION FORM

(All information provided will be held in strict confidence)

Please complete and sign this Application Form

Please fax to 630-581-0788 or email to [accounting@ambeed.com](mailto:accounting@ambeed.com)

### Contact Information

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_ Website: \_\_\_\_\_

Major Business and Services: \_\_\_\_\_

\_\_\_\_\_

Years in Business: \_\_\_\_\_ No. of Employee: \_\_\_\_\_

Owner/Officer: \_\_\_\_\_ Title: \_\_\_\_\_

Type of Business: ☐ Partnership ☐ Corporation ☐ Non-Profit

Purchase Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

A/P Contact(required): \_\_\_\_\_ Email(required): \_\_\_\_\_

Invoice Submission Email(required): \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

### Company Bank information

Bank Name: \_\_\_\_\_ Account No: \_\_\_\_\_



## Terms and Conditions of Sale

Ambeed ("seller") will supply the chemical ("Product") or service required by the buyer ("Buyer") subject to the terms and conditions below. The placing of a purchase order implies acceptance of these terms and conditions.

### 1. Prices

All prices are in U.S dollars and FOB prices. Prices are subject to change without prior notice. Shipment will be made promptly even if prices have been nominally increased. Written quotations are guaranteed for 30 days.

### 2. Taxes and Fees

All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such taxes, duties, charges, excise, custom, inspection and testing fees and any other charge imposed by government authority.

### 3. Payment

Terms of payments are net thirty (30) days from Seller's date of invoice unless otherwise agreed in writing. Seller reserves the right to charge interest at the rate of 1.5% per month for all amounts that are more than thirty (30) days past due. Seller reserves the right to require full advance payment in certain cases for any reason. Buyer is responsible for bank charges for all overseas transactions.

### 4. Shipping and Returns

The Buyer shall inspect goods immediately on receipt and inform the Seller of any shortage damage or quality problem within 5 days. If the Buyer fails to do so, such Products shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Buyer.

All returns must be authorized by the Seller and may be subject to a restocking charge of 20%. All items approved for return must be in unused and resalable condition. Buyer must include with each return a copy of the Seller's invoice, Seller's return authorization number, and the reason for the return. Buyer will receive full refund and free return shipping if the return is related to quality of the product. Seller cannot accept return of any opened chemicals or items provided by the Seller on a "Special Order".

### 5. Warranty

It is Buyer's responsibility testing the material to confirm that it matches the specification of compound before using it. There will be no warranty or refund if any problem is found after the material has been used.

Seller warrants that at the time of shipment the Products will be of the stated quality. This warranty is exclusive, and seller makes no other warranty, express or implied, including but not limited to any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

Seller disclaims all warranties that may otherwise arise as a result of course of dealing, course of performance, usage of trade or otherwise



The Seller's sole and exclusive liability is to replace the product without charge or to refund the purchase price upon the return of such products in accordance with Seller's instructions. In no event shall the Seller be liable for incidental or consequential damages of any kind.

No warranty or representation is given by the Seller that the Products do not infringe any letters patent, trademarks, registered designs or other industrial rights.

6. Conditions for Use

All products are for research and development laboratory use only, not for human or animal application, and should be handled only by competent, suitably trained persons, familiar with laboratory procedures and potential chemical hazards. All compounds are supplied on the condition that the Buyer alone accept total responsibility for their use and any misuse, and for safe disposal of all such compounds.

7. Governing Law; Dispute Resolution

This Agreement, and any disputes arising hereunder, shall be governed by the laws of the state of Illinois, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The failure of Seller to insist upon strict performance of any of these Terms will not be considered a continuing waiver of any such term or condition, or any other term or condition, or any of Seller's rights. Any controversy or claim arising out of or in connection with this Agreement shall be settled by arbitration. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrator shall apply the governing law set forth in this Agreement in connection with the dispute. The arbitration will be conducted in accordance with JAMS pursuant to its Comprehensive Arbitration Rules and Procedures ("Rules"). The arbitration will take place in Chicago, Illinois, and shall be conducted in the English language.

## Buyer's Acknowledgement

By signing below, I certify that the information provided above is true and correct. Buyer also, having carefully read all provisions of the attached "Terms and Conditions" acknowledges the receipt of, and agreement to the terms contained herein.

Buyer Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_