



**APPLICATION FOR OPEN ACCOUNT**

Company Name	Telephone No. (include area code)
Billing Address	Fax No.
City, State, Zip	Accounting Contact Name Telephone
Shipping Address (if different than billing address)	Purchasing/Buyer Name Telephone
City, State, Zip	Type of Business Years in Business

Legal Entity: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corp. <input type="checkbox"/> Other	State/Year of Incorp.	Fed. Tax ID or Soc. Sec. No.	Items for Resale? <input type="checkbox"/> Yes <input type="checkbox"/> No
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**LEGAL OWNER NAMES OR CORPORATION OFFICERS:**

Name	Title	Res. Address
Name	Title	Res. Address
Name	Title	Res. Address
Name	Title	Res. Address

**BANK INFORMATION:**

Bank Name/Contact Person/Phone No./Account No.
Bank Name/Contact Person/Phone No./Account No.

**TRADE REFERENCES: Include only those whom you have had open account terms for 6 months or more and at least 6 transactions.**

Company Name	Area Code & Phone No.
Mailing Address	City State Zip Code
Company Name	Area Code & Phone No.
Mailing Address	City State Zip Code
Company Name	Area Code & Phone No.
Mailing Address	City State Zip Code

**CONDITIONS OF SALE:**

**APPLICABILITY**

All sales, agreements for sale, quotations, proposals acknowledgement and contracts of sale, including but not limited to purchase orders, shall be subject to the following terms and conditions.

**CANCELLATIONS**

Orders are firm and not subject to cancellation without Omega Business Products agreement. A percentage of BUYERS purchase price covering all costs for work done will be applied to canceled orders.

**NON-RETURNABLE MERCHANDISE**

- A. All merchandise covered by this Terms and Conditions of Sale is a special order made expressly for BUYER. All merchandise is non-returnable unless it does not substantially conform to the quoted specifications as determined by Omega Business Products.
- B. Omega Business Products may at its sole option and discretion accept merchandise for return subject to a restocking charge plus shipping costs.

**ARTWORK AND/OR GRAPHICS**

Invoices will normally include a charge for producing artwork and/or graphics. Any such artwork and/or graphics is the BUYER'S property which is available to the BUYER for pick-up and use at any time. Should the BUYER not presently wish to obtain possession of their artwork and/or graphics, Omega Business Products will store it on our premises without charge. We will not make use of it without the BUYER'S consent. During the period that Omega Business Products retains possession of the BUYER'S artwork and/or graphics, Omega Business Products does so as a gratuitous depository. The undersigned has read and understands the Terms and Conditions of Sale.



SHIPPING

Shipping is billed separately unless other arrangements have been made.

TAXES

Prices do not include any applicable sales, use, excise or any other tax. Any applicable taxes will be added to prices at time of invoicing and the BUYER agrees to pay the same. BUYERS exempt from taxes must furnish Certificates of Exemption at time of execution of the agreement or such taxes will be charged.

ACCEPTANCE

Acceptance of this offer is expressly limited to the exact terms and conditions of sale contained herein and any attempt to alter or omit any such terms shall be deemed a rejection and counteroffer.

CHANGES

Change Orders – Changes in order quantity, specification, delivery destination and/or schedule must be delivered to Omega Business Products in writing and are subject to approval by Omega Business Products and Manufacturer. Any resulting increased cost will be born by the BUYER.

LIMITATION OF LIABILITY

- A. All goods sold are subject to the manufacturer’s standard express warranties there being no implied warranties as to merchantability or as to the fitness of the merchandise for any particular use.
- B. All orders and deliveries are subject to availability of materials and/or merchandise from manufacturers.
- C. No liability shall accrue against Omega Business Products as a result of any breach of contract resulting from any strike lockout, work stoppage, accident, act of God or any other delay beyond Omega Business Product immediate control, including but not limited to discontinuation or unavailability of merchandise, or any other materials.
- D. Omega Business Products shall not be liable for any losses, forfeitures and all other consequential damages whether direct or indirect, and whether or not resulting from or contributed to by the implied default or negligence of Omega Business Products, it agents, employees, subcontractors and manufacturers, which might be claimed as the result of the use or failure of the goods or services sold. There is no further warranty either expressed or implied in connection with the design, sale, merchantability or use of the goods and/or services except as to title; and Omega Business Products liability on its warranty shall in no event exceed the costs of the goods.
- E. Buyer and Seller agree that the buyers exclusive remedy is for the repair or replacement of any defective part or product. Buyer agrees that no other remedy applies, whether for incidental or consequential loss, injury or other loss.

HOLD HARMLESS AND INDEMNIFICATION

BUYER agrees to indemnify and hold Omega Business Products harmless from all actions, claims or demands of any person, firm or corporation arising out of or in any way connected with the goods and services sold, whether based in whole or in part on the implied default or negligence by Omega Business Products, its agents, employees, subcontractors or manufacturers.

ENTIRE AGREEMENT

The above terms and conditions represent the full statement between BUYER an Omega Business Products. Any amendments to these terms must be in writing and signed by an officer of Omega Business Products.

DISPUTED ITEMS

Deduct only the amount in question or dispute and pay the difference – complete details concerning the deduction should accompany the payment, thus enabling Omega Business Products to take appropriate action.

**Open Account Terms of Sale: Net 30 days – Past Due Thereafter**

A service charge may be added on balances over 30 days at the prevailing legal rate. Any substantial impairment of the buyer’s credit or any default in the payment of the buyer’s indebtedness to Omega Business Products, when due, shall make the entire debt due and payable on demand, including work in progress. Should buyer default in payment and seller commences suit or employs an attorney to remedy such default, buyer shall pay seller reasonable attorneys’ fees and legal expenses, whether or not litigation has commenced.

When signed by Applicant, the application for credit shall constitute a contract for sale on the terms stated above and on the reverse hereof. The undersigned represents that he/she) has the authority to execute this credit agreement on behalf of the firm listed above. The undersigned has read and understands the Terms and Conditions of Sale

Type or Print Name \_\_\_\_\_ Title \_\_\_\_\_

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