



FACTORY DIRECT CONTRACTOR APPLICATION

Submit completed application to sales@intellidyne.com or fax (516) 676-2640 | Pg 2/3

SECTION 3

Bank Reference

Institution Name: _____
 Address: _____
 Contact Name: _____
 Phone: _____ Fax: _____

Credit References (List five trade references where you have an open account.)

Company Name: _____
 Address: _____
 Phone: _____ Fax: _____
 Type of Account: _____ Account Number: _____

Company Name: _____
 Address: _____
 Phone: _____ Fax: _____
 Type of Account: _____ Account Number: _____

Company Name: _____
 Address: _____
 Phone: _____ Fax: _____
 Type of Account: _____ Account Number: _____

Company Name: _____
 Address: _____
 Phone: _____ Fax: _____
 Type of Account: _____ Account Number: _____

Company Name: _____
 Address: _____
 Phone: _____ Fax: _____
 Type of Account: _____ Account Number: _____

Authorization *I hereby certify that the information submitted on this application is accurate and authorize any credit inquiries required for verification.*

Signature: _____

Print Name: _____

Title: _____

Date: _____

Please submit Federal Form W-9 with your application.

GENERAL TERMS: The terms and conditions stated herein shall govern all sales of products made by INTELLIDYNE, regardless of the terms and conditions stated in any purchase order submitted by the purchaser ("Purchaser"). INTELLIDYNE hereby disclaims and rejects any terms and conditions appearing in a purchase order from Purchaser that are in addition to, or inconsistent with, the terms and conditions stated herein. Any such additional or inconsistent terms and conditions shall not be a part of the contract and shall not be binding on INTELLIDYNE unless otherwise specified in writing and agreed by INTELLIDYNE.

INTENDED USE: INTELLIDYNE's products are intended, designed and manufactured SOLELY for use with Heating, Air-conditioning and Refrigeration Systems. Purchaser shall use INTELLIDYNE's products only for Purchaser's own requirements in accordance with the aforementioned intended use.

PURCHASE ORDERS: Unless otherwise specified, no INTELLIDYNE products will be shipped until Purchaser has submitted an authorized online purchase request or written purchase order. Purchase orders shall state: the INTELLIDYNE products ordered, including model numbers, if applicable; quantity; requested delivery dates; billing address; shipping address; and shipping instructions.

CANCELLATIONS: Once accepted by INTELLIDYNE, Purchaser's online purchase request or written purchase orders shall NOT be subject to cancellation, changes or reductions in amount, or suspension of deliveries except upon INTELLIDYNE's prior written consent and upon terms which indemnify INTELLIDYNE against loss.

QUOTATIONS: Unless otherwise stated, all INTELLIDYNE quotations are valid for a period of ninety (90) days from the date of quotation. All quotations of product prices shall be FOB Plainview, New York, USA and exclusive of import duties and taxes when applicable. All freight charges (and insurance upon Purchasers' request) will be prepaid by INTELLIDYNE and added to the invoice, unless the no freight minimum at the time of purchase is met and/or otherwise arranged by the Purchaser with INTELLIDYNE.

DELIVERY DATE: Any date of delivery furnished by INTELLIDYNE to Purchaser is determined from the date of INTELLIDYNE's receipt and acceptance of Purchaser's order and, its agreement to payment terms as shown below; this date is only an estimate of the date of delivery, not a guarantee of a particular delivery date. If prepayment terms are required by INTELLIDYNE's Credit Department, the delivery date is determined from the date of INTELLIDYNE's receipt of such prepayment. INTELLIDYNE shall not be liable for a failure of delay in shipment.

ERRORS OR OMISSIONS: Errors or omissions in any INTELLIDYNE quotation, acceptance, specification or other document shall be subject to correction at INTELLIDYNE's discretion.

PAYMENT TERMS: New Account payment terms are prepaid. Terms are net thirty (30) days from the date of the invoice with approved credit review. All online purchase request and purchase orders are subject to approval by INTELLIDYNE's credit department, which reserves the right to change or withdraw credit terms without notice. All payments shall be made in US Dollars and payable by check, credit card, money order or wire transfer. All bank charges and credit card fees shall be paid by Purchaser.

LATE FEES: Purchaser shall pay a late fee of one and one-half percent (1.5%) per month on all balances not paid within thirty (30) days from the date of invoice unless otherwise specifically agreed to by INTELLIDYNE in writing. Excessive late payments may cause future purchase orders to be shipped to Purchaser on prepaid terms.

SHIPPING: Unless otherwise requested in writing by Purchaser, (a) all INTELLIDYNE products will be shipped by whatever means and carrier that INTELLIDYNE considers to be the most appropriate method of transportation, and (b) all freight charges (and insurance upon Purchasers' request and full responsibility) will be prepaid by INTELLIDYNE and added to the invoice. Risk of loss shall pass to Purchaser upon delivery by INTELLIDYNE to the selected carrier.

PRODUCT CONTROL: Unless otherwise specified upon INTELLIDYNE's acceptance of online purchase request or purchase order, all products are produced in accordance with INTELLIDYNE's standard production processes. Specifications provided in INTELLIDYNE's literature are subject to change without notice. INTELLIDYNE reserves the right to add, delete, alter or modify products at its discretion.

PURCHASER'S DUTIES: By accepting delivery of any INTELLIDYNE product, the Purchaser agrees to use that product only for its Intended Use. The Purchaser assumes, without limitation, all risk of injury, damage, or otherwise arising out of any use other than the Intended Use of an INTELLIDYNE product.

RESALE: The Purchaser agrees to assume all liability arising out of any use other than the Intended Use of an INTELLIDYNE product by any third party who has directly or indirectly obtained the product from the Purchaser. In addition, the Purchaser agrees to indemnify, defend, and hold harmless INTELLIDYNE against all inquiries, claims, damages, actions, causes of action, injuries, and litigation arising out of any use other than the Intended Use of an INTELLIDYNE product purchased by the Purchaser.

NOTIFICATION OF COMPLAINTS: Purchaser shall notify INTELLIDYNE's Customer Service Department within ten (10) days of receipt of INTELLIDYNE products regarding any defect or deficiency therein, including questions regarding the invoice, mis-shipments or lost or damaged shipment. Failure to provide such notice to INTELLIDYNE shall be deemed acceptance of such INTELLIDYNE products as complete and satisfactory to Purchaser.

RETURNS: All sales are considered Final. No returns or exchanges will be approved after thirty (30) days of invoice date. Purchaser shall contact INTELLIDYNE's Technical Support Department to obtain a Warranty Claim Form. All Products claimed under the INTELLIDYNE Manufacturers' Limited Warranty or Performance Guarantee is requested to complete a claim form to receive a return authorization number. All unauthorized returns will be denied and returned to sender. An authorization number does not depict the approval of your claim. If all qualifying Warranty conditions are met during evaluation, INTELLIDYNE will replace the product at no charge. If all Performance Guarantee conditions are met when analyzed, INTELLIDYNE will refund the amount of the control not exceeding the manufacturers' list price at the time of purchase.

WARRANTIES: ONLY THE EXPRESS LIMITED WARRANTIES SET FORTH IN INTELLIDYNE'S STANDARD WARRANTY POLICY SHALL APPLY TO INTELLIDYNE'S PRODUCTS. INTELLIDYNE HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INTELLIDYNE's standard warranty policy covering any INTELLIDYNE products shall be NULL, VOID, AND OF NO EFFECT if the purchaser or any third party uses that product for any use other than the intended use of that product.

GOVERNING LAW: New York law, excluding its choice of law rules, shall be controlling for all purposes regarding any claim or dispute between INTELLIDYNE and Purchaser. The sole and exclusive forum for any action commenced by Purchaser shall be in a state or federal court in New York.

ATTORNEY'S FEES: If INTELLIDYNE is the prevailing party in any suit or other legal proceeding between Purchaser and INTELLIDYNE, INTELLIDYNE shall be entitled to its reasonable attorney's fees and costs incurred therein.

Our company reserves the right to change or modify the terms and conditions without prior notice.