

International - WHOLESALE APPLICATION

This Application must be signed, and the person signing this form must have the proper authority to represent the person or business entering into this Agreement.

COMPANY NAME _____

Address _____

If different: SHIP to address _____

Contact Name _____ Title _____

Phone Number (include country access code) _____

Fax Number (include country access code) _____

Contract Email Address _____ (not to be sold)

Web Site _____

How did you hear about Nicros? _____

Authorized Buyers and their title *(These will be the only people that will be able to place orders.)* _____

Years in business _____ Business ID # _____

BANK WIRE TRANSFER - Order will begin process upon receipt of payment.

Bank Name _____

Bank Address _____

Routing Number _____

Account Number _____

CIRCLE ONE: Corporation Partnership Proprietorship Limited Liability Corp. Other _____

CIRCLE ONE: Climbing Gym School Wall Health Club Retail Shop/Resale Retail Shop & Climbing Wall Portable Wall Other _____

Please list several climbing product lines currently using or selling:

Please provide a brief description of your business and how you will be using NICROS products and/or services.

By signing and submitting this application to Nicros, Inc. the above-named company and on behalf of its officers, shareholders, employees, agents, affiliates, successors and assigns agree to the following: (1) that the person signing this Application is authorized to execute this Application on behalf of the company and bind the above-referenced individuals and entities to the terms and conditions of this Application including the terms and conditions of this paragraph; (2) that in consideration of being accepted as a dealer of Nicros, Inc. products and being allowed to purchase products from Nicros at a discount each of the above-named individuals and entities agrees to release Nicros, Inc., its officers, shareholders, employees, agents, affiliates, successors and assigns from any and all liability for injuries or damages that may result from the installation or use of said products; and (3) that in consideration of being accepted as a dealer or wholesale buyer of Nicros, Inc. products and being allowed to purchase products from Nicros at a discount each of the above-named individuals and entities agrees to indemnify and hold Nicros, Inc. and its officers, shareholders, employees, agents, affiliates, successors and assigns harmless from any and all claims, losses, liability and damages (including attorneys' fees and costs) that they may suffer as a result of claims arising out of the improper installation or misuse of Nicros, Inc. products. If Nicros, Inc. products are intended for resale, you agree to abide by all industry standards related to the installation and use of Nicros, Inc. products.

Signature _____

Date _____

Print _____

_____ Initial Here

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INSTRUCTION SHEET - TERMS AND CONDITIONS

1. Complete the Wholesale Application and return both pages (including initials at the bottom) to apply for special pricing. If you qualify to receive special pricing we will fax or email you the wholesale price sheet.

FAX_____ EMAIL_____ (please check one)
2. If you have already received the wholesale price sheet with this Wholesale Application, you will need to complete and return prior to ordering. All areas of the Wholesale Application must be completed to be considered for approval.
3. Nicros wholesale price list includes a suggested retail price. Nicros customers that have qualified for this discounted price must use this retail price as a guide. With the exception of an occasional sale or special, the suggested retail price should be used as the minimum retail price. Once Wholesale Application is approved hereafter referred to as Dealer.
4. Order will ship after confirmation of bank wire transfer received. There is a \$75.00 wire transfer fee that will be added to your invoice.
5. Nicros reserves the right to make price changes at any time without notice.
6. Failure to comply with the above terms can result in loss of account pricing status with Nicros, Inc.
7. Nicros will also allow the Dealers to sell Nicros products in writing and agree that items sold on the web site must be offered at retail price. Dealers that sell at wholesale price to customer without prior arrangements or appropriate notification to Nicros may lose their Nicros account. Distributorship accounts (Wholesale - reseller accounts) may be available on a limited basis and in specific regions.
8. Disclaimer of Liability Climbing is an inherently dangerous and potentially hazardous activity. Seemingly small and insignificant mistakes may have catastrophic results. Individuals and organizations using products distributed by **Nicros, Inc.** bear the responsibility of learning the proper techniques and safety procedures required for their safe use. You, the purchaser, by completing this application, have taken on all responsibilities of ownership and assume all risks and full responsibility for all damages or injury, including death and disfigurement that may result from the use or misuse of our product.
9. Limited Warranty Information Nicros, Inc. guarantees that resin products purchased from Nicros will be free from defects in materials and workmanship for a period of one year from the date of purchase, or for as long as owned by the original purchaser, whichever is shorter. See Nicros warranty statement which can be found on the internet at www.nicros.com. If you find what you believe to be a defect with our products, please immediately discontinue use of the product and return it to us promptly with your original receipt and an explanation. This warranty does not cover damage caused by normal wear, improper installation, over-tightening or misuse. Breaking due to alteration or misuse voids this warranty.
10. All shipments are FOB St. Paul, Minnesota, USA. Dealer is responsible for paying all freight, duty, taxes and insurance charges for the Products shipped. All risk of loss relating to ordered Products passes to Dealer at the time such Products are delivered to a common carrier for shipment to Dealer, whether such carrier was selected by Dealer or Nicros, Inc. and Nicros, Inc. shall not be responsible for any delays in shipment or loss or damage to Products following such delivery.
11. Most climbing gear/hardware of a protective nature is not returnable for obvious safety reasons.
12. Other rules and terms may apply.
13. By signing the application you agree to comply with these terms.

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