

Pricing Application Instructions



Instructions

To qualify and obtain Discounted Pricing for Nicros, Inc. products and/or Nicros, Inc. dba PM Climbing Systems products (hereinafter “Nicros”), please complete pages 1-2:

To qualify and obtain Discounted Pricing and Net 30 Credit Terms, please complete pages 1-5:

*For International Orders, the International Wholesale Application can be downloaded online at:
www.nicros.com/wp-content/uploads/2011/05/Nicros-International-Wholesale-Application.pdf*

Step One

Complete the Pricing Application. All areas of the Pricing Application must be completed for processing.

Step Two

Submit the Pricing Application: Attn: (your Sales Representative), Nicros, Inc., for approval.

Processing credit applications may take up to 10+ business days depending upon response times of vendor references.

Once the application is approved, you will be notified and an information package will be sent. The information package will include the following:

1. Letter of approval and account limit
2. Price Sheet / Product Workbook

Credit Terms are intended for purchases of Nicros and PM Climbing Systems handholds, training tools and gear. Net 30 terms does not apply to Nicros-EasyWall™, Nicros-GranitPanels™ and Playground Boulders; payment is required in full prior to shipping these products.

Step Three

Review Product Information and place order. Orders may be placed by phone, fax, online, or by mail:

(p) 800.699.1975
(p) 651.778.1975
(f) 651.778.8080
(w) www.nicros.com
(m) 845 Phalen Boulevard
Saint Paul, MN 55106

Additional Order Forms can be downloaded at: www.nicros.com/resources/downloads/

Step Four

Order Confirmation. Standard Orders will be shipped within 10 business days.

Custom colors, large quantities or back ordered products may not apply.

THANK YOU FOR YOUR BUSINESS!

NICROS, INC.

PM CLIMBING SYSTEMS

Pricing Application (1/5)

(To qualify and obtain Discounted Pricing, please complete pages 1-2)
(To qualify and obtain Discounted Pricing and Net 30 terms, please complete pages 1-5)



This Application must be signed, and the individual or personnel signing this form must have the proper authority to represent the person or business entering into this Agreement. We do not sell customer information.

Company _____ Website _____

Bill to _____

City _____ State/Zip _____

Ship to _____

City _____ State/Zip _____

Phone # _____ Fax # _____

Years in Business _____ Federal ID # _____ State Tax Exempt # (Please provide if applicable.) _____

Owner(s)/Officer(s) _____ Title _____ Phone # _____

Owner(s)/Officer(s) _____

Accounts Payable Contact _____ Phone # _____ Email _____

Store/Facility Manager _____ Title _____ Phone # _____ Email _____

Primary Authorized _____ Phone # _____ Email _____

Additional Authorized Buyers (All other personnel placing orders must be authorized in writing.)

Are Purchase Orders required when ordering? YES / NO (If yes, we will need a copy emailed, faxed or mailed to us in order to process your order.)
All schools with Net 30 terms are required to submit a Purchase Order.

CIRCLE ONE: Corporation Partnership Proprietorship Limited Liability Corp. _____

CIRCLE ONE: Climbing School Wall Health Club Retail Shop & Climbing Wall Retail Shop 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, Inc. / PM Climbing Systems 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 agrees 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 or wholesale buyer of Nicros, Inc. products and being allowed to purchase products from Nicros, Inc. 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, Inc. 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 _____

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Pricing Application (2/5)

(To qualify and obtain Discounted Pricing, please complete pages 1-2)
(To qualify and obtain Discounted Pricing and Net 30 terms, please complete pages 1-5)



Terms & Conditions

Terms

All invoices must be paid in U.S. Funds. Nicros, Inc. accepts Visa, MasterCard, and Discover cards. Orders can be prepaid with personal checks, bank checks, or wire transfers (\$75 fee); no C.O.D.s. There is a \$25 NSF fee for returned checks. Nicros, Inc. has no minimum order policy. Prices are subject to change.

Pricing Application

If you are purchasing handholds or gear for a facility such as a climbing gym, school, university, or recreation center, please fill out the Pricing Application to qualify for discounted pricing prior to placing an order. Change in account ownership requires a new Pricing Application to be completed and approved prior to purchases.

Pricing levels

Nicros, Inc. offers a discount to climbing gyms and educational facilities customers. Distributors and resellers receive an additional discount. Please Note: If a climbing gym is also a reseller of Nicros, Inc. products, the additional discount will be extended for pro-shop orders. There is a minimum order quantity of five per each item ordered for gyms acting as resellers to receive the additional discount.

Pricing

Nicros, Inc. price list includes a suggested retail price. Nicros, Inc. 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. Nicros, Inc. reserves the right to make price changes at any time without notice. Customers agree to make every effort to maintain suggested retail pricing as provided by Nicros, Inc..

NET 30 Terms

Nicros, Inc. extends NET 30 terms to those that qualify. Standard terms: NET 30 payable from invoice date. 1.5% interest charged on past due accounts.

Past Due Accounts

In the event that your NET 30 credit account becomes past due, Nicros, Inc. may, at its discretion, place your account on Credit Hold. Purchase orders received, including drop shipments, will not be processed until account is paid according to the Open Account Agreement terms. If your account is placed on credit hold, to protect Nicros, Inc. reputation and service in the industry, Nicros, Inc. reserves the right to sell directly to your drop ship customer if that customer contacts Nicros, Inc. directly. This will be done to maintain customer service. We reserve the right to hold all shipments on an overdue account. All interest charges (1.5%) and/or collection fees accrued are the responsibility of the purchaser. Failure to pay for products and/or services in full will void warranty.

Pro Deals

Employees of gyms and retail stores are eligible for the discount their employer is willing to offer. Orders must be placed by an authorized buyer and invoiced to the gym or retail store account.

Dealers

Nicros, Inc. will also allow the Dealers to sell 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 a customer without prior arrangements or appropriate notification to Nicros, Inc., may lose their Nicros, Inc. Distributorship accounts. (Wholesale-Reseller Accounts) may be available on a limited basis and in specific regions.

Order Cancellation

Nicros, Inc. must be notified of order cancellations, by phone, prior to noon CST on the day the order is scheduled to ship. We will not accept email notification for cancellations. At the time of your cancellation, you will receive a cancellation number which you should keep for your records. If your order includes custom product (shapes, colors, UV coating, etc.) your order will be subject to a 25% restocking fee on all custom product that has already been produced prior to your cancellation.

Shipping

Shipments are F.O.B. Saint Paul, Minnesota and/or Louisville, Colorado USA. Orders are shipped using a standard ground service unless otherwise specified. Rush shipments are charged additional fees based on the following: Under \$100 product: add an additional \$10 Processing Rush Fee. Over \$100 product: add an additional \$10 + 5% of product order. All shipping quotes are estimated and are subject to change with current shipping rates. Products that Nicros, Inc. determines to be seconds must be picked up in person due to liability concerns. Products with only cosmetic blemishes are eligible for shipping—please contact a sales representative for more information. All Canadian shipments are handled by FedEx Trade Networks NRI Brokerage.

Warranty & Returns

Nicros, Inc. guarantees that resin products purchased from Nicros, Inc. 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, Inc. warranty statement which can be found on the website at www.nicros.com. If you find what you believe to be a defect with Nicros, Inc. products, please discontinue use of the product immediately and return it to Nicros, Inc. 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. Nicros, Inc. is happy to discuss any problems concerning our products. Please call during business hours: 7:30 a.m.-4:30 p.m. CST. Please have your invoice or packing slip available. All climbing gear/hardware of a protective nature is not returnable for safety reasons.

Refused Shipments

Please notify us immediately if you find it necessary to refuse a shipment. Refused and returned shipments may be subject to a restocking fee, plus any original shipping charges.

Restocking Fees

Any returns or exchanges may be subject to a 15% restocking fee and a 25% restocking fee on custom color orders, unopened GymTex or Nicrotex™, and orders with UV coating. For credit to be given, items must be returned within 90 days of delivery and in the condition received. No climbing gear of a protective nature is returnable. Open containers of texture and used handholds cannot be returned.

Shipment Discrepancies

If you find discrepancies in any shipment, please notify Nicros, Inc. within seven days of delivery.

Bolts

T-Nuts are not included with sets but can be ordered separately. All sets designated with Hex Head bolts can also use Cap Screw bolts. There is an additional \$0.50 charge for upgrading to Cap Screw bolts per hold. VC (Versa-Center™) sets can accommodate both Flat Head or Cap Screw bolts. Standard bolt length provided accommodates 3/4" plywood. There is an additional \$0.50 charge for increasing bolt length per bolt. If you are installing your holds in ACQ treated lumber, you will need to use stainless steel bolts, T-Nuts, washers, and fasteners. Metric bolts can be special ordered. Call for details on pricing, as it varies. PLEASE NOTE: Sets that are designated as Flat Head cannot accommodate Cap Screw bolts.

Treatment & Custom Color

Polyester Resin Handholds

Custom colors are available—10 to 15% per (set of) hold(s). Allow extra time for this service. Discounts may apply to large orders of custom colors—please call for details. Custom shapes are also available—please contact a Nicros, Inc. sales representative for more information.

Urethane Handholds

Custom colors are available—if requesting a designated Nicros standard urethane color, 10% will be added to the invoice. Allow extra time for this service. Visit the Nicros website for standard, urethane color options.

Please Note

Prices, products and colors subject to change. Failure to comply with the above terms can result in loss of account pricing status or loss of ability to purchase with Nicros, Inc. By signing the pricing application you agree to comply with these terms. Other rules and terms may apply.

NICROS, INC. CARRIES PRODUCT LIABILITY INSURANCE.

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Net 30 Application (3/5) (To qualify and obtain Discounted Pricing and Net 30 terms, please complete pages 1-5)



Net 30 Credit Application (Pages 3, 4, and 5 need to be filled out.)

Trade References

Five credit references from active accounts required, preferably climbing vendors. Credit cards or utilities do not qualify as credit references. COD accounts do not qualify as a reference.

Nicros, Inc. requires full payment prior to shipping our Nicros-EasyWall™, Nicros-GranitPanel™, and Nicros Playground Boulders. Net 30 terms do not apply. Upon receipt and verification of funds, product will be shipped to the address you have supplied.

IMPORTANT NOTICE: You will be notified if you are required to supply additional references. Incomplete applications will not be processed. Email, fax numbers and account numbers are required to expedite the application process. *(Processing credit applications may take up to 10+ business days depending upon response times of vendor references.)*

(1) _____
 Business _____ Account # _____

 Address _____ City _____ State/Zip _____

 Phone # _____ Fax # _____ Email _____

(2) _____
 Business _____ Account # _____

 Address _____ City _____ State/Zip _____

 Phone # _____ Fax # _____ Email _____

(3) _____
 Business _____ Account # _____

 Address _____ City _____ State/Zip _____

 Phone # _____ Fax # _____ Email _____

(4) _____
 Business _____ Account # _____

 Address _____ City _____ State/Zip _____

 Phone # _____ Fax # _____ Email _____

(5) _____
 Business _____ Account # _____

 Address _____ City _____ State/Zip _____

 Phone # _____ Fax # _____ Email _____

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Net 30 Application (4/5) (To qualify and obtain Discounted Pricing and Net 30 terms, please complete pages 1-5)



Net 30 Credit Application Continued

THIS AGREEMENT was made and entered into as of _____, 20_____

by and between NICROS, INC., a Minnesota corporation (“Nicros,” “PM Climbing Systems”),

and _____, a _____ a corporation (the “Customer”).
Company Name State

Whereas, the Customer desires to purchase certain goods from Nicros, Inc. on the credit terms set forth herein (the “Open Account”); and

Whereas, Nicros, Inc. is willing to sell goods to the customer upon the Open Account terms contained in this writing (this “agreement”);

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties hereby agree as follows:

(1) Open Account

Subject to the provisions in this Agreement, Nicros, Inc. hereby extends credit to the Customer for the purpose of purchasing goods from Nicros, Inc.. The amount of credit shall be determined by Nicros, Inc. from time to time in its sole discretion. The payment terms shall be NET 30 days from the date of Nicros, Inc. invoice. Please contact Nicros/PM Climbing Systems to increase credit limit subject to approval.

(2) Conditions

Nicros, Inc. reserves the right, from time to time, to take the following actions in its sole discretion:

A. Right to Alter Terms. Nicros, Inc. may alter the Open Account credit terms at any time, and for any reason, but only with respect to the unused portion of the Open Account. Nicros, Inc. shall give the Customer prior written or oral notice of any such decision in this regard.

B. Right to Revoke. Nicros, Inc. may also revoke the Open Account credit at any time, and for any reason, but only with respect to the unused portion of the Open Account. Nicros, Inc. shall give the Customer prior written or oral notice of any such decision in this regard.

(3) General Terms and Conditions

The General Terms and Conditions on the following page are incorporated herein by reference and made a part of this Agreement. The parties have read these General Terms and Conditions and agree to the incorporation into this Agreement of each of them.

(4) Signature Authority

Each person signing below represents that (1) he or she has full authority to execute the Agreement on behalf of the party for which he or she has signed; and (2) the Agreement shall be a binding obligation of such party as soon as the Agreement is so executed by him or her.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the day and year first written above.

Customer

Nicros, Inc.

By

By Pam Postma, CFO

Print Name

Owner / Officer / Signature

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Terms & Conditions

WARRANTIES

The following provisions shall apply to any and all goods Nicros, Inc. sells to the Customer:

1.1

Implied Warranties. Nicros, Inc. disclaims all implied warranties regarding goods sold to the customer. The term “customer” shall be used in this document to mean any buyer, user, distributor, agency, business or firm or any other similar party that purchased the goods or services from Nicros or any of its agents or affiliates. This disclaimer includes, but is not limited to, any implied warranty of merchantability and any implied warranty of fitness for a particular purpose.

1.2

Express Warranties. Nothing herein shall be construed to prevent any express warranties with respect to the goods. However an express warranty with respect to the goods shall be enforceable only if it is in writing.

1.3

Statute of Limitation. The customer must commence any warranty or other claim, based upon the goods sold to it by Nicros, Inc., within one year from the time the breach occurs. Any claim commenced after that time shall be unenforceable.

1.4

Modifications. The provision of §1.1, §1.2, and §1.3 above may subsequently be modified by the parties. However, any such modification will be effective only if it is in writing and specifically refers to and states that it supersedes the applicable provision hereof.

CLAIMS

All claims by the customer against Nicros, Inc. with respect to goods sold, and all claims by Nicros, Inc. against the customer with respect to the Open Account, shall be governed by the following:

2.1

Account Stated. Upon receipt of any Open Account statement from Nicros, Inc., the Customer shall notify Nicros, Inc. in writing of any inaccuracies contained therein. If the Customer fails to do so within 30 days, then the amount of that Open Account statement shall forever be considered to be an account stated. Any suit commenced by Nicros, Inc. on such an account shall be treated in the same manner as a suit based upon a promissory note.

2.2

Account Claims. If the customer fails to pay the Open Account when it is due, Nicros, Inc. may sue the Customer. In such an event, Nicros, Inc. shall recover any and all collection costs it incurs (including, but not limited to, reasonable attorney fees).

2.3

Defective Goods. Except as otherwise provided in §1 above and §2.4 below, nothing contained herein shall prevent the customer from suing Nicros, Inc. for alleged defects in the goods, and the Customer may assert any such defective product claim against Nicros, Inc. in any proceeding involving an Open Account claim.

2.4

Claims are Independent. If Nicros, Inc. commences suit against the Customer on the Open Account, the parties agree that judgement on that claim may be entered immediately (not withstanding any procedural rule to the contrary). Under no circumstances shall this be deemed to prevent the Customer from maintaining a claim against Nicros, Inc. based upon defective goods. However, any such claim shall be totally independent from any Open Account claim by Nicros, Inc., and shall not prevent Nicros, Inc. from obtaining immediate entry of judgement on its Open Account Claim.

2.5

Consequential Damages. Under no circumstances may Nicros, Inc. recover lost profits or other consequential damages on any Open Account Claim. Under no circumstances may the Customer recover lost profits or other consequential damages on any defective product claim.

JURISDICTION AND VENUE

The following provisions apply with respect to any action arising out of or based upon the Agreement:

3.1

Minnesota Courts. The Customer hereby consents to the personal jurisdiction over it of any federal and state district court located within the State of Minnesota. The Customer further consents to the venue of any such court located within 50 miles of Nicros, Inc./PM Climbing Systems’ principal business office.

MISCELLANEOUS

The Agreement shall be construed and interpreted in accordance with the provisions set forth below:

4.1

Amendments and Waivers. No amendment or waiver of any provision of the Agreement shall be of any force or effect unless it is in writing and executed by both parties. Any such waiver given on one occasion does not imply that such a waiver has been, or must be, given on any subsequent occasion.

4.2

Prohibition on Assignments. The Customer cannot assign its rights hereunder to any person without the prior written consent of Nicros, Inc.. Any such attempted assignment, without Nicros’ prior written consent, is void.

4.3

Default Bond. If suit is commenced, and the plaintiff becomes entitled to a default judgement, then—despite any rule to the contrary—it is hereby agreed that a default bond shall be (1) *REQUIRED* if legal process was only served by publication, and (2) *WAIVED* if legal process was personally served in-state or personally served out-of-state.

4.4

Choice of Law. The Agreement shall be interpreted in accordance with the laws of the State of Minnesota.

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