

**BYRAM
LABORATORIES**

COMMERCIAL CREDIT APPLICATION

Please Complete all Applicable Fields – Fax to 908-252-0822

Credit Applicant's Company Name (Full Legal Name)			Doing Business As		
Billing/PO Box Address			Shipping Address		
City	State	Zip	City	State	Zip
Phone ()		Fax ()		Billing Contact	
Parent Company (If Applicable) _____ Division of _____ Subsidiary of _____			Will you have purchases that are tax exempt? Y N If yes, tax certificate must be returned with application.		
Principal's Name _____ Title _____			Principal's Name _____ Title _____		
Check One:					
<input type="checkbox"/> Proprietorship (Solely Owned)		<input type="checkbox"/> Partnership		<input type="checkbox"/> Other (Specify)	
<input type="checkbox"/> Corporation		<input type="checkbox"/> Government		Duns # _____	
Date Business Started		Type of Business		Number of Employees	
Has this business or its principles ever filed bankruptcy? Y N If yes, when? Chapter?			Are you now or have you been involved in a lawsuit, resulting in a judgment against your company? Y N		
Credit Line Requested? \$ _____ (NOTE: We may require that financial statements accompany this application)					

COMMERCIAL TRADE REFERENCES - List 3 or more verifiable references (must be at least \$1,000 each)

Name	City	State	Phone ()	Fax#
Name	City	State	Phone ()	Fax#
Name	City	State	Phone ()	Fax#
Name	City	State	Phone ()	Fax#

BANK REFERENCE

Name	City	State	Phone ()	Fax#
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Byram Laboratories Standard Conditions of Sale on the reverse side hereof shall be applicable to all sales irrespective of receipt of contrary or additional terms, unless Byram Laboratories expressly agrees otherwise in writing and said writing is signed by an authorized Byram Laboratories representative. The Terms and Conditions on the reverse side hereof must be signed.

BYRAM LABORATORIES STANDARD CONDITIONS OF SALE

- 1. COMPLETE CONTRACT** - This document contains the complete and exclusive statement of the terms of the contract between us. It supersedes all previous requests, quotations or agreements. Any additional or different terms will not be part of the contract unless approved by Byram Laboratories in writing.
- 2. PRICES** - Our quotes are subject to price at time of shipment, unless otherwise stated in our written quotation. On hold for release orders, prices are subject to change if you release material after our written quotation expiration date. Any applicable taxes will be added to the price, unless we receive a valid exemption certificate.
- 3. JOB QUOTATIONS** - Unless otherwise stated on this document, our quotation for your use in submitting a job or project bid to your customer expires thirty (30) days from the date hereof, and may be withdrawn earlier by us if prior to your customer's acceptance of your bid.
- 4. PAYMENT** - Each invoice shall be due and payable within its own terms unless otherwise approved by Byram Laboratories in writing. Any order from you represents that you are solvent. If you have been delinquent in payment or if we believe that your financial condition requires it, we reserve the right to require full or partial payment prior to manufacture or shipment of either the initial or subsequent installments. If payment is not made when due, (1) your account may be subject to suspension of open account privileges, and (2) you agree to pay a charge on the amount past due at the rate of 1½% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, you agree to pay us reasonable attorney's fees and court costs, if any, incurred by us to collect payment and interest charges.
- 5. TITLE AND RISK OF LOSS OR DAMAGE** - All sales are f.o.b. point of shipment, and thereafter you take title and responsibility for risk of loss or damage.
- 6. INTERPRETATION RESPONSIBILITY** - When plans and specifications are involved, you are responsible to verify our interpretations of them. When substitutes are offered by us on any proposal, you are responsible for their acceptability.
- 7. DELIVERY** - Factory shipping dates given in advance of actual shipment are approximate and not guaranteed.
- 8. EXCUSABLE DELAYS** - A party shall be excused from performance when, and to the extent that, such performance is delayed or prevented due to causes beyond the reasonable control of the non-performing party. These causes include, without limitation, acts of nature, labor disputes, government priorities, transportation delays, insolvency or other inability to perform by the manufacturer, or any other commercial impracticability. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay.
- 9. LIMITED WARRANTY** - Byram Laboratories will use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty, the repair or replacement of goods that may prove defective in material or workmanship. This is your exclusive remedy. Except as to title, THERE ARE NO OTHER WARRANTIES, EITHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.
- 10. LIMITATIONS OF REMEDIES AND DAMAGES** - The total liability of Byram Laboratories and its suppliers to you, your customers or to any other person, relating to this contract, its performance or non-performance, or from the use of the products furnished, is limited to the price of the goods giving rise to the claim. Except as to title, all such liability shall terminate at the end of the manufacturer's warranty period.

Byram Laboratories and its suppliers will not, in any event, be liable for any special, incidental, consequential or penal damages including, but not limited to back charges; labor costs; costs of removal, replacement, testing or installations; loss of efficiency; loss of profits or revenues; loss of use of the products or any associated products; damage to associated products; lateness or delays in delivery; unavailability of products; cost of capital; cost of substitute products, facilities or services; downtime; or claims from your customers or other parties to you or directly to us for such damages.
- 11. HAZARDOUS BUSINESS** - Unless otherwise agreed to by us, goods sold under this contract are not intended for use in connection with "safety-related" applications within any nuclear facility or any other hazardous activity such as aircraft, space exploration or other critical applications where failure of a single component could cause substantial harm to persons or property. We disclaim any liability if our standard commercial products are used in any such applications.
- 12. GOVERNMENT CONTRACTS** - If you purchase products for sale to any U.S. Government, state or local government agency, you are responsible to notify us of all government procurement conditions applicable to the sale when you request our quotation. We will review the conditions and advise you of our ability to comply.
- 13. EXPORTS** - If you export any of the goods sold hereunder, it is your responsibility, and not ours, to comply with all United States export control rules and regulations and we cannot be named as shipper or exporter of record.

- 14. **CANCELLATION** - You may cancel your order, provided that you give written notice to us and pay us cancellation charges, if any.
- 15. **ASSIGNMENT** - Any assignment of the contract will be void without the other party's prior written consent, which will not be unreasonably withheld.
- 16. **RETURNED GOODS** - You will obtain a written return authorization from us before returning any items and pay us restocking charges, if any.

Application must be signed by Officer(s) or Owner(s)

Company Name

X

Authorized Signature

Please Print Name and Title

Date

Signature authorizes Byram Laboratories to check the Applicant's and any Guarantor(s)' credit and for references on this application to release credit information.

Guaranty of Indebtedness

“The undersigned Guarantor(s) in order to induce Byram Laboratories to extend credit to credit applicant, does hereby unconditionally personally guarantee all sums which may be owned by credit applicant to Byram Laboratories, whether said indebtedness is due now or hereafter incurred. This guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter incur, renew or extend in whole or in part, with Byram Laboratories all without notice to the undersigned Guarantor(s). Byram Laboratories may jointly or independently modify terms of credit extended, modify the indebtedness, accept or release collateral, or release the credit applicant without releasing the undersigned Guarantor(s). The liability of the Guarantor(s) shall be primary and shall not be affected by the bankruptcy of the credit applicant. If this guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such releases may be done without notice to the other Guarantor(s). The Undersigned Guarantor(s) waives notice of acceptance of this Guaranty.”

Guarantor's Signature (Do Not Insert Corporate Titles)

 Signature (Personally and as an individual) Date

 Type or Print Name Social Security Number

 Signature (Personally and as an individual) Date

 Type or Print Name Social Security Number