

**Terms of Sale Agreement**

**Billing Terms:** Orders will be shipped either COD, Credit Card or on NET terms, as established by Valken Sports for each Customer's account.

**Payment:** Payment is due either upon delivery or within the terms stated on the invoice. Any balance paid after such time shall be subject to a service charge of 1.25% per month, or the maximum permitted by law, whichever is less. Any taxes applicable to any transaction involving the products furnished hereunder are not included in the price specified and shall be paid by Customer when due.

**NSF Checks:** A service charge of \$40.00 or 5%, whichever is greater, will be charged on any returned checks. If two checks are returned for any reason, the account will be placed on cash only.

**Costs of Collection:** If Customer fails to pay any amount when due, including service charges, Customer will reimburse Valken Sports on demand for the full amount of any costs or expenses including, without limitation, attorney's fees and disbursements, incurred by Valken Sports in the collection of such overdue amounts whether resulting from litigation or otherwise.

**Shipping Policy:** Unless otherwise requested, all orders will be shipped using freight carriers selected by Valken Sports. Requests for air, bus, or special truck handling may be arranged in advance. Requests for RUSH or overnight orders will be honored whenever possible. Additional costs, resulting from requested special handling or order processing are the responsibility of the Customer. Valken Sports does not guarantee same day shipping, or the performance of any contracted freight carrier.

**Freight Terms:** All shipping charges are the responsibility of the Customer and all prices for products are exclusive of shipping charges. All products are sold F.O.B. Valken Sports, Mantua, NJ.

**Prices:** All prices are subject to change by Valken Sports without notice. The line item prices shown on the printed invoice shall control. Oral quotations are only estimates and are not binding on Valken Sports.

**Taxes:** Unless otherwise indicated on an invoice, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the items sold hereunder. If any such taxes must be paid by Valken Sports or if Valken Sports is liable for the collection of such tax, the amount thereof shall be in addition to the amounts for the items sold. Customer agrees to pay all such taxes or to reimburse Valken Sports therefore upon receipt of its invoice. If Customer claims exemption from any sales, use or other tax imposed by any taxing authority, Customer shall save Valken Sports harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.

**Warranty:** VALKEN SPORTS WARRANTS THAT THE PRODUCTS SOLD HEREUNDER SHALL BE FREE FROM DEFECTS IN MATERIAL WORKMANSHIP FOR A PERIOD OF SIX MONTHS FROM THE DATE OF INVOICE. THIS LIMITED WARRANTY IS VOID IF FAILURE OF THE PRODUCT HAS RESULTED FROM ACCIDENT, ABUSE, OR MISAPPLICATION. THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO ITEMS PROVIDED HEREUNDER. VALKEN SPORTS MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING ARE HEREBY DISCLAIMED

**Returns:** Any product being returned because it has been determined to be defective will be either replaced or repaired (see Warranty guidelines). In the event that an incorrect product was ordered, the Customer must contact Customer Service at (866) 97VALKEN or email support@valken.com to request a Return of Merchandise Authorization (RMA) number within 30 days of the date the product was received. The product must be returned in its original packaging. Customer Service will inspect the product to validate that it is being returned in its original ("new") state. Valken reserves the right to charge a 20% restocking charge or deny a credit for damaged or used products.

**Foreign Orders:** All foreign orders must be fully prepaid in advance, in U.S. currency. Funds must be a cashier's check drawn on a U.S. bank, or by wire transfer. Additional crating, shipping, documentation and insurance costs may be applied and will be paid by the Customer.

**Terms and Policy, Non-Compliance:** Any action of non-compliance by the Customer to the terms and policies stated herein will be considered by Valken Sports as a voluntary forfeiture of wholesale account status by the Customer.

**Governing Law and Jurisdiction:** The terms and conditions hereof shall be governed, construed and enforced under the laws of the State of New Jersey. Jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this agreement shall be in the State or Federal courts located in Camden County, New Jersey.

**Application of Terms of Sale Agreement:** The terms and conditions herein shall be applicable to all orders for Valken Sports products made by Customer unless otherwise agreed in writing by Valken Sports.

**Guarantee:** IT IS FULLY UNDERSTOOD AND AGREED THAT IN CONSIDERATION OF CREDIT BEING EXTENDED, THE UNDERSIGNED PRINCIPAL(S) WILL UNCONDITIONALLY, INDIVIDUALLY, JOINTLY AND SEVERALLY GUARANTEE FULL PAYMENT OF ALL MONIES DUE FOR PRODUCTS SOLD HEREUNDER AND FOR ANY AND ALL OTHER COSTS AND EXPENSES THE CUSTOMER MAY OWE VALKEN SPORTS AS SET FORTH HEREUNDER.

**Credit Application:** Customer represents and warrants that all information contained on the Credit Application on the reverse side hereof is true, correct, complete and accurate in all respects and acknowledges that such information is being submitted in connection with an application for credit. Customer expressly authorized Valken Sports to contact any references listed. Any extension of credit by Valken Sports shall be made solely upon terms, conditions and policies established by Valken Sports from time to time.

**Miscellaneous:** Valken Sports and Customer intend that this Terms of Sale Agreement to be the full and final expression of their agreement relating to the purchase and sale of Valken Sports products and the exclusive statement of the terms thereof. Any amendment or modification of this agreement shall be void unless in writing and signed by Valken Sports. Neither the course of conduct between the parties nor trade practice shall act to modify any of the terms and conditions of this agreement. This Terms of Sale Agreement shall be binding on and inure to the benefit of their heirs, executors, administrators, successors and assigns of each party hereto; provided, however, Customer may not assign its interests hereunder without the prior written agreement of Valken Sports. Valken Sports's failure to insist upon or enforce strict performance of any provisions of the terms and conditions hereunder shall not be construed as a waiver of any provision or right hereunder.

**Acknowledgement:** I have read, and fully understand the within Terms of Sale Agreement.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINCIPAL NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

•BOTH SIDES MUST BE COMPLETED  
•APPLICATION AND TERMS OF SALE  
AGREEMENT MUST BE SIGNED



597 Mantua Blvd, Sewell, NJ 08080  
Tel: (856) 812-2800 Fax: (856) 464-9070

## CUSTOMER APPLICATION

(Please Print)

Expected Monthly Purchases

Type of Business

Terms Requested

Corporation State of Incorporation Partnership Sole Proprietor Other 

Business Owned Since

Legal Corporate Name

Business Name

Shipping Address

City

State

Zip

Billing Address

City

State

Zip

Telephone Number ( )

Fax Number ( )

State Sales Tax Number

Federal Tax I.D. Number

Owner of Business

Social Security Number

Store Contact

Email Address

### Trade References

Name	Address	City	State	(Area Code) Phone No.
1)				
2)				
3)				
4)				

### Bank References

Bank Reference

Phone

Fax

Address

City

State

Zip

Account Number

Officer to Contact

Applicant Signature

Title

Guarantor Signature

Spouse/Partner

BY SIGNING ABOVE YOU AGREE TO THE RELEASE OF PERTINENT FINANCIAL INFORMATION BY BANK NAMED ABOVE. ABOVE SIGNATURE MUST BE BY OWNER(S) OR AUTHORIZED OFFICER OF COMPANY FOR BANK RELEASE INFORMATION

### Credit Card Information

Valken Accepts

Mastercard

Visa

American Express

Account #

Expiration Date

Name on Card

Business Name

Address

City

State

Zip

Please attach a copy of your Sales and Use Tax License along with a signed Resale Certificate.