



CUSTOMER APPLICATION

Thank you for inquiring about buying from Rennsteig Tools Inc. Before we can commit to welcoming you into our distributor network, we need to know more about your company. Please fill out this Authorized Customer Application. When we have reviewed your application, we will let you know if you have been approved and, if so, we will send you our current distributor price list. Before approval, all sales must be prepaid with company check, VISA, AMEX or MasterCard. After being accepted as an authorized Rennsteig Tools Inc. distributor, terms will be 30 days net. Applicable sales taxes will be charged on all orders until a valid resale/exempt certificate is on file. Charges for sales taxes will not be refunded on any orders placed prior to receipt of your resale certificate.

General Information

Company	_____	Buyer	_____
Mailing address	_____	City	_____ State _____ Zip _____
Shipping address	_____	City	_____ State _____ Zip _____
Telephone	_____	Fax	_____
Email	_____	URL	_____

Business Information

Description of business

- Retail dealer
- Wholesale distributor
- Specialty dealer (specify type) _____
- Installer (specify type) _____
- Government (specify) _____
- Industrial user (specify industry) _____
- OEM (specify) _____
- Other (specify) _____

Type of ownership

Sole Proprietorship Partnership Corporation Other _____

Resale license # _____ State issued _____
Please send copy of state resale certificate

Years in present business _____ Years at present location _____

Name(s) of owner(s), partners if partnership, or major stockholders if incorporated:

Name	Title	Address	Phone	% Ownership

Bank Information

Name of bank _____
Branch _____
Acc. Manager _____
Telephone _____

Trade References

Company	Address	Phone	Fax	Contact

Dun & Bradstreet # _____
Tax ID # _____

Shipping Needs

Have you read our Terms and Conditions and accept these? Yes No

How did you hear about us?

- Word-of-Mouth
- Web Search
- Other (Please specify) _____

Signature _____

Title _____

Date _____

Please fax this application to: 1 330 319 8135 or email to sales@rennsteig.us

RENNSTEIG TOOLS TERMS AND CONDITIONS

1. Purchase of Products.

(a) The terms set forth herein shall govern the sale and delivery of the tools and other products (collectively "Products") sold by Rennsteig Tools, Inc. ("Seller") and purchased by the purchaser ("Purchaser").

(b) Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on this website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on Seller unless expressly incorporated in a purchase order which is approved and accepted by Seller in accordance with the terms hereof. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, Seller reserves the right to refuse or cancel any orders placed for product listed at the incorrect price or based on incorrect product information. In addition, Seller is not responsible for any inability to fulfill orders due to reasons beyond our control. Seller reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Seller shall issue a credit to your credit card account in the amount charged.

(c) An order placed by Purchaser shall become effective only upon the subsequent confirmation by Seller that such order has been accepted.

(d) Seller's acceptance of any order placed by Purchaser is dependent on Seller's prior approval of Purchaser's credit. Before any order is accepted or fulfilled, Seller may demand assurances of Purchaser's ability to pay by requesting such trade or banking references or such other information as deemed adequate by Seller.

2. Delivery.

(a) Unless separate arrangements have been agreed upon in writing with Purchaser to the contrary, the terms of delivery are F.O.B. Seller's loading dock. Seller will use commercially reasonable efforts to make the Products available for pick-up and delivery by Purchaser within a reasonable time after acceptance of an order from Purchaser, or, if Purchaser so specifies, to place the Products with a common carrier at Purchaser's expense for delivery to Purchaser.

(b) Purchaser bears the risk of loss or destruction of the Products upon and after the first to occur of (i) pick-up or acceptance of the Products by Purchaser or its common carrier at Seller's place of business, or (ii) five (5) days after confirmation from Seller that the Products are ready for pick-up at Seller's place of business.

(c) If Seller is required to store the Products due to any delay caused by Purchaser, Purchaser shall reimburse Seller for reasonable storage charges.

(d) Seller reserves the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one product unit, unless otherwise expressly confirmed in a written communication to the contrary by Seller. Delay in delivery of any installment shall not relieve Purchaser of its obligation to accept remaining deliveries.

3. Force Majeure.

Notwithstanding anything to the contrary, Seller shall not be liable for any delay or failure to perform hereunder when such failure or delay is, directly or indirectly, caused by, or in any manner arises from fire, floods, accidents, civil unrest, acts of God, war, acts of terrorism, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, breakage of machinery or apparatus, transportation delays, or any other cause or causes (whether or not similar in nature to any of those hereinbefore specified) beyond its control.

4. Warranties and Claims.

Rennsteig Tools, Inc, warrants its products to be free from defects of material and workmanship for a period of three (3) years from date of shipment to the original purchaser. Rennsteig Tools, Inc, will, under warranty obligation, repair or replace defective part/product at their discretion. Repair services include cost of parts and labor. Products may only be replaced for the same or comparable product(s) and with new products and after evaluation of the defective unit.

In the event warranty does not apply, Rennsteig Tools, Inc will supply an estimate of repair cost.

All returns must be factory authorized and Rennsteig Tools, Inc, must issue a Return Material Authorization (RMA), prior to shipping. Returns will be shipped at buyer's expense.

This warranty does not apply to any product or part that has been subject to misuse, negligence, accident, vandalism, use outside of product design intent, or attempted repair/modification by anyone other than Rennsteig Tools, Inc.

Rennsteig Tools, Inc.'s sole liability for defects or breach of warranty shall be replacement of the parts involved, and, in no event, will Rennsteig Tools, Inc. be liable for special or consequential damages or losses including property damage or other loss as related directly or indirectly to the use of Rennsteig Tools, Inc's products. In no event is Rennsteig Tools, Inc., liable for consequential damages caused by installation or damages caused by acts of nature.

Rennsteig Tools, Inc. claims no liability for the cost of installation or any other cost incurred during the use of products manufactured by Rennsteig Tools, Inc.

No warranty is made or implied as to the merchantability of any products or for the suitability or fitness of such products for the Customer's intended use. No representative is authorized to assume additional liability for Rennsteig Tools, Inc.

In no case will Rennsteig Tools, Inc, be liable for any cost incurred in removing or installing the product, even if the product had failed under a covered Warranty.

If damages occur from a Customer coordinated shipment(s), Rennsteig Tools, Inc is not responsible for repair or replacement.

Products that are non-operational out of the box are considered to be DOA and are subject to the following procedure.

The DOA period is the first seven days of receipt by customer of the product. DOA products will be replaced but must be accompanied by an RMA number from Rennsteig Tools, Inc. If the product fails after seven days, the Warranty Policy will go into effect.

Damage due to shipping the products to customer is covered under the freight carriers insurance. Rennsteig Tools, Inc

carriers have the right to assess damage claims and either accept or deny a claim. Rennsteig Tools, Inc has no control

over damage claims and cannot guarantee a claim award or product replacement. If the freight carrier does not accept a damage claim, Rennsteig Tools, Inc reserves the right not to replace the product.

(a) All prices quoted by Seller are subject to adjustment due to Purchaser's change orders, if any, that are subsequently accepted by Seller.

(b) The list price quoted for a Product excludes the cost of packaging, the cost of special containers, packaging, crating, palletizing, applicable taxes and duties, shipping, insurance or other incidental expenditures of Seller, all of which additional charges the Purchaser shall be responsible for.

5. **Payment.**

(a) Unless otherwise expressly agreed upon in writing, payment shall be made in full at the time of purchase unless Purchaser has been notified by Seller that Seller has extended Purchaser credit terms, in which case payment shall be due upon Seller's invoice.

(b) Purchaser shall not withhold, reduce or offset payments on account of complaints, claims, or counterclaims not acknowledged and accepted by Seller.

(c) Until payment in full or an applicable order, Seller shall retain a purchase money security interest in the Products sold under such order, and Purchaser hereby grants a security interest to Seller for such Products as security for payment of amounts due with respect to such applicable order.

6. **Default.**

(a) Purchaser shall be in default (hereinafter "Default") under these Terms of Sale and Seller may thereupon exercise all remedies in law or in equity if Purchaser: (i) fails to make payment hereunder to Seller when due; (ii) breaches any other term, provision or condition contained in these Terms of Sale; or (iii) is declared to be in default under any other agreement between Purchaser and Seller, and if in any of the foregoing cases set out in (i), (ii) or (iii), Purchaser fails to cure any said breach or default within ten (10) days following written notice thereof from Seller

(b) Upon the occurrence of a Default, Seller may elect to exercise any one or more of the following options:

i. Seller may hold the Products until such time as Purchaser has paid the respective purchase price and any expenses (including finance charges, returned check fees and interest determined at a rate equal to the lower of ten percent (10%) per annum or the maximum rate permitted by applicable law incurred by Seller as a consequence of such default.

ii. Seller may sell the Products to a third party and require Purchaser to reimburse Seller for any losses, or expenses associated therewith.

iii. Seller may require payment in cash prior to delivery of any Products hereunder.

iv. Seller may withhold any Products not delivered to Purchaser at the time of the default.

v. Seller may terminate fulfillment of the applicable order.

vi. Seller may exercise all other rights hereunder and may seek all other remedies available to it in law or in equity.

(c) Purchaser agrees that, in the event any legal action should be deemed necessary by Seller to recover any sums due hereunder or under any promissory note, trade acceptance, or invoice, or, if applicable, to recover possession of the Products, as defined hereinabove, or any proceeds from the sales thereof, there shall be added to the sums due from Purchaser to Seller the costs of collection, including reasonable attorney's fees.

(d) When reasonable grounds for insecurity arise with respect to Purchaser's performance, Seller may in writing demand assurance of due performance and until it receives such assurance may suspend any performance for which it has not already received payment.

7. **Arbitration.**

Any controversy or claim arising out of or relating to an order that is subject to these Terms of Sale, or the breach hereof, shall be submitted to and be finally resolved by arbitration, to be conducted by the American Arbitration Association ("AAA"), with such arbitration to be held in the city where Seller maintains its principal place of business in the United States, in accordance with the AAA's Commercial Arbitration Rules then in effect. Each party hereby irrevocably agrees that service of process, summons, notices, as other communications related to the arbitration procedures shall be deemed served and accepted by the other party five (5) working days after having been mailed by first class certified mail, return receipt requested, postage prepaid, to the other party, or if actually received by the other party. The arbitration shall be conducted by one (1) arbitrator, as selected by the AAA. Any award or decision rendered in such arbitration shall be final and binding on both parties, and judgment may be entered thereon in any court of competent jurisdiction if necessary. Except as may be provided to the contrary herein, each party hereto shall pay any and all expenses incurred by such party in connection with such arbitration proceeding, unless otherwise determined by the arbitrator.

8. **Miscellaneous.**

(a) Purchaser may not assign its obligations or rights under an order or these Terms of Sale without the express prior written consent of Seller.

(b) These Terms of Sale and the applicable order constitute the entire agreement between Seller and Purchaser with respect to the subject matter herein contained and all prior agreements and communications between Seller and Purchaser, whether oral or written, concerning an applicable order are superseded by these Terms of Sale.

(c) No modification, limitation, waiver or discharge of these Terms of Sale or of any of its terms shall bind Seller unless in writing and signed by a duly authorized employee of Seller. The failure of Seller to insist, in one or more instances, on performance by Purchaser in strict compliance with the terms and conditions hereof shall not be deemed a waiver or relinquishment of any right granted hereunder with respect to any succeeding breach of the same or other provision hereof.

(d) All notices required hereunder shall be in writing and sent by first class mail or by telefax or written confirmation to such addresses as are notified to one another by Seller and Purchaser pursuant to an order or an order confirmation.

(e) These Terms of Sale shall be governed by, and construed, interpreted and enforced under the laws of the State of [Georgia], without giving effect to the conflict of laws principles.

(f) In connection with any litigation, including appellate proceedings, arising out of or pertaining to any of the contractual relationships between Seller and Purchaser or the breach thereof, as contemplated herein, all costs and expenses, including reasonable attorneys fees, shall be borne by the losing party or, as the case may be, shall be prorated to properly reflect any partial losing or prevailing of the parties to such litigation.

(g) In case any conditions of these Terms of Sale should be or become unenforceable under applicable law, the remaining provisions, stipulations and conditions of these Terms of Sale shall not be affected thereby.