



QRFS, LLC
1015 East State St.
Athens, OH 45701

Phone: (888) 361-6662

Fax: (703) 563-0822

Email: admin@qrfs.com

Federal Tax ID: 27-2623258

Fire sprinklers, hose, FDCs and everything in between
available on qrfs.com at your custom contractor price

Company Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Years in Business: _____ Federal Tax ID: _____

Anticipate Monthly Purchase: _____

Bank Information:

Bank Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Account Type: _____ Account Number: _____

Trade References:

#1 - Company Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Years doing Business: _____ Account Type: _____

#2 - Company Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Years doing Business: _____ Account Type: _____

#3 - Company Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Years doing Business: _____ Account Type: _____

This document is an application for 30 day credit terms to be issued from Quick Response Fire Supply, LLC ("QRFS") to the Buyer, as listed above. The 30 day terms shall begin upon date of invoice. All open invoice totals summed in aggregate shall not exceed the credit limit QRFS will establish and communicate with the Buyer upon application approval.

To be considered for credit approval, QRFS requires a valid credit card (Visa, MasterCard, American Express, or Discover) with a minimum \$5,000 credit limit remain on file at all times. Buyer extends to QRFS the right to charge the credit card on file to cover all indebtedness, liabilities, and/or obligations with an invoice date 31 days or older. Buyer also agrees to pay a surcharge of 2.5% of the invoice total to cover charges associated with credit card processing. To validate the credit card, QRFS will place a one dollar (\$1.00) charge on Buyer's credit card as the final approval step in the application process. QRFS will provide a one dollar (\$1.00) credit to Buyer's first invoice as reimbursement.

Name on Card: _____ Credit Card Number: _____

Expiration Date: _____ CVV2: _____ Visa, MasterCard, Discover: 3 digit, back | American Express: 4 digit, front



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Agreement: In consideration of Quick Response Fire Supply, LLC ("QRFS") agreeing to sell to the Buyer, the Buyer agrees as follows:

The terms and conditions of the credit application together with the terms and conditions of any other credit application, quotation, confirmation, and/or invoice prepared by QRFS constitute the agreement between the parties (the "Agreement"). Buyer agrees to each and every term contained in the Agreement as a precondition to QRFS' performance. Any term or condition in any purchase order or other form or document issued by Buyer, regardless of the materiality of the term or condition, that differs from or is contrary to the terms and conditions contained in the Agreement are objected to and excluded unless expressly agreed to in a written acknowledgement issued by QRFS. No other terms or conditions not set forth in the Agreement shall apply unless expressly agreed to in a written acknowledgement issued by QRFS.

Payment: QRFS bills each invoice separately. Invoices are created on the date of order fulfillment or after and are mailed the same day. Payment is due, in full, on the 30th calendar day from date of invoice. QRFS reserves the right to charge the credit card on file to cover all indebtedness, liabilities, and/or obligations with an invoice date 31 days or older. A surcharge of 2.5% will be added to all invoices with a date 31 days or older to cover the costs associated with credit card processing. All payments received in addition the credit card charge for invoices with a date 31 days or older will be voided and returned. If Buyer's financial responsibility shall become unsatisfactory at any time and for any reason, QRFS shall have the right, in addition to whatever other rights QRFS may have at law or equity, to require payment in cash or to obtain satisfactory security from Buyer before making any further deliveries. QRFS has the right, in addition to its other remedies, to seek specific performance of this Agreement, to suspend any further deliveries, alter payment terms, or terminate this Agreement. Approval of credit for one or more deliveries shall not be deemed a waiver of this provision.

Disclaimer of Warranties: QRFS disclaims all warranties in connection with the goods, express or implied, as to any matter whatsoever, including without limitation description, quality, design, performance, specifications, condition, merchantability, and fitness for any particular purpose. Buyer acknowledges that Buyer is not relying on QRFS' skill or judgment to select or furnish goods suitable for any particular purpose. No person, including Buyer, is authorized by QRFS to make warranties or assume any liability for QRFS with respect to the goods or services. Oral statements do not constitute warranties and shall not be relied on by Buyer and are not part of the Agreement. QRFS warranty obligations, and Buyer's remedy, are solely as stated in this Agreement.

Notice of Claims: Buyer shall inspect the products immediately upon delivery. Notice of any claim for shortage or defects discoverable on such inspection shall be made to QRFS within five (5) days thereafter. Buyer shall, upon QRFS' request, furnish reasonable proof of any claimed defect and QRFS shall be given an opportunity to investigate. Failure of Buyer to give notice of any claim within the specified period shall be deemed an absolute and unconditional waiver of such claim.

Risk of Loss: The products sold pursuant to the Agreement are sold F.O.B. QRFS' place of business. Risk of loss shall pass to Buyer when QRFS completes its performance with respect to delivery of the products to Buyer.

Restocking Fee: Except as expressly set forth herein, Buyer may not return any products without QRFS' written consent. All returns are subject to a restocking fee/handling charge of \$20, which may change from time to time.

Force Majeure: QRFS shall not be liable for any delay or impairment of performance resulting in whole or in part from any cause beyond QRFS' control including, without limitation, fires, floods, explosions, accidents, or other catastrophes, acts of God, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, shortages of transportation, fuel, labor or materials, inability to procure the products or raw materials, severe weather conditions, changes of law or regulation, or any other circumstance or cause beyond QRFS' control. Such excuse from performance shall extend so long as the event continues to delay or impair QRFS' performance.

Security Interest: Title to the products sold pursuant to the Agreement shall remain with QRFS until all payments therefore shall have been made in full in cash. Seller shall retain a security interest in the Products and the proceeds thereof as security for Buyer's performance of its obligations. Buyer hereby authorizes QRFS to create and file a financing statement. Buyer agrees to execute and deliver such other documents necessary to create, perfect, preserve, or enforce such security interest.

Limitation of Liability:

- a) **Exclusive Remedy:** The exclusive remedy for the Buyer for any damages incurred as a result of the Agreement is limited to the return of the purchase price of the goods. In no event shall QRFS be liable to Buyer or any other person or entity for damages of any kind, including, without limitation, indirect, special, incidental, consequential, or punitive damages, arising from the sale of the Products or in connection with the use or inability to use the Products for any purpose whatsoever, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty, or otherwise. In no event shall QRFS incur any liability whatsoever for damages of any kind arising out of or relating to delay in delivery.
- b) **Purchase Price:** Should the remedy of replacement be found to be inadequate or to have failed of its essential purpose for any reason whatsoever, Buyer agrees that return to it of the full purchase price of the particular products by QRFS shall prevent the remedy from failing of its essential purpose and shall be considered by Buyer a fair and adequate remedy.



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Costs of Collection: In the event Buyer or Guarantor shall default in any way on Buyer's or Guarantor's obligations under this or any other Agreement, including without limitation the failure to make a timely payment, Buyer and Guarantor shall be liable to QRFS for all of QRFS' costs of collection including, but not limited to, attorney's fees and expenses.

Governing Law/Jurisdiction-Venue/Statute of Limitations: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law doctrine. By entering into this contract, Buyer waives any right to a jury trial. By entering into this agreement Buyer agrees to submit itself to jurisdiction in Ohio and to venue in any state or federal court located in Columbus, Ohio. Buyer waives any cause of action arising out of or relating to this Agreement in any way if not brought within one (1) year after the cause of action first accrued to Buyer.

I possess actual and apparent authority to sign this agreement on behalf of buyer and bind buyer to this agreement. All information in this document is true and accurate and it is understood and intended that Quick Response Fire Supply, LLC will rely on all information contained herein:

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Guarantee

In order to induce Quick Response Fire Supply, LLC, ("QRFS") to extend credit to the Buyer, the undersigned unconditionally guarantees to QRFS all of the Buyer's indebtedness, liabilities, and/or obligations owing to QRFS whether now existing or hereafter incurred. QRFS shall not be required to exhaust its rights and remedies as listed in the terms appended to this application against Buyer before making demand on the undersigned pursuant to this guarantee. This guarantee shall be a continuing, absolute, and unconditional guarantee and shall remain in full force and effect until the Buyer's indebtedness, liabilities, and/or obligations owing to QRFS whether now existing or hereafter incurred are fully paid and performed

Signature: _____ **Date:** _____

SSN: _____ **Print Name:** _____