



Prepaid Customer Set Up Form

CUSTOMER INFORMATION

COMPANY NAME	Date
MAILING ADDRESS, CITY, STATE, ZIP	
SHIP TO ADDRESS, CITY, STATE, ZIP	
PHONE, FAX	
Primary Contact Name	Primary Contact Email

We agree to observe Halfen's Conditions of Sale which are attached hereto and incorporated into this Customer Set Up, notwithstanding any different or additional terms stated in a purchase order.

We understand that this account is Prepaid only and will require credit card, wire or check payment at the time the order is placed. No production will begin prior to payment clearing. If prepayment is made by check, there will be a 5 day hold on the order prior to processing. If it is made by credit card, there will be a 1 day hold on the order before processing.

Please describe your business to ensure correct set up in our system - select one below

CONSTRUCTION					INDUSTRIAL / MACHINERY	
General Contractor	Carpentry	Concrete	Elevator	Machinery steel fab	Rolling stock	Petrochem
Owner / Developer	Curtain Wall	Stone	Post Tension	Mechanical	Conveyor	Other
Trader / Dealer	Construction Steel Fab	Masonry / Brick	Precast			

If you would like provide a credit card to be used for your purchases which we will maintain on file, please provide that information below as well as a 4 Digit Business Identification Number (BIN) which will have to be provided at the time of purchase to authorize the charge.

	BIN	
Card Type: American Express	Visa	Master Card Discover
Card Holder Name	3 Digit Security Code	
Card Number	Expiration Date	
Email Address for Credit Card Receipt		

Please return completed form along with the signed **Conditions of Sale** which follow and any **Tax Exemption Certificates** for processing to: accounting@halfenusa.com. Thank you!



HALFEN USA INC. STANDARD CONDITIONS OF SALE

1. RETURNS: Any return of materials must be approved within 30 days of receipt and will be handled according to Halfen Return Policy which is available upon request. All approved returns are subject to 15%-25% restocking fee.
2. **SALES AND USE TAX: CUSTOMER AGREES THAT IN THE EVENT SELLER IS TO PAY SALES, TRANSACTION PRIVILEGE, OR USE TAXES TO THE TAXING AUTHORITY OF ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF IN CONNECTION WITH ANY SALE OF TANGIBLE PERSONAL PROPERTY OR OTHER ITEMS OR MATERIALS TO CUSTOMER AND/OR FOR THE PROCESSING, DELIVERY, FABRICATION OR TRANSPORTATION THEREOF, CUSTOMER WILL, UPON DEMAND, REIMBURSE, INDEMNIFY AND HOLD HARMLESS SELLER FOR THE AMOUNT OF ANY SUCH TAX PAID, AND FOR THE AMOUNT OF ALL COSTS OR ATTORNEYS' FEES INCURRED BY SELLER IN CONTESTING OR COLLECTING SUCH TAX.**
3. BINDING AGREEMENT: This Agreement shall inure to the benefit of the successors and assigns of Seller, and shall be binding upon Customer heirs, legatees, devisees, personal representatives, successors and assigns.
4. CORPORATE AUTHORITY AND LIABILITY: Customer warrants and represents that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Customer.
5. BUSINESS PURPOSES: Customer agrees, represents and warrants at the time of each purchase that the purchase shall be used only for commercial or business purposes, and not for personal, family or household purposes and Customer understands that Seller is relying upon this representation in entering into this Agreement. In this connection, Customer understands that Customers agreement not to use this product for personal, family or household purposes means that important duties imposed upon Seller, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this product. Customer understands that Seller will be unable to determine whether any given purchase conforms to this "Business Purposes" section of this Agreement. Customer agrees that a breach by Customer of this "Business Purposes" section will not affect any legally available to Seller even if that remedy would not have been available had the Customer had been established as a Consumer Customer rather than Commercial Customer.
6. LIMITATION OF WARRANTY: Unless otherwise agreed to in writing by both parties, Seller warrants only that, for a period of one (1) year after installation, Seller's products or materials sold hereunder shall be free from material defects in workmanship. No agent, employee or representative of Seller has authority to bind Seller to any affirmation, representation or warranty concerning any products or materials sold to Customer, unless and until said affirmation, representation or warranty is expressed in writing and signed by an authorized Seller representation. The description of the goods contained herein is the sole basis for this Agreement, and no statements or representations other than those embodied herein have been made or relied upon. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER DOES NOT MAKE AND SPECIFICALLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR ARISING BY TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY IMPLIED INDEMNITIES, ANY DEFECT CAUSED BY IMPROPER USE, PROJECT DESIGN, INSTALLATION, STORAGE OR MAINTENANCE VOIDS ANY AND ALL WARRANTIES PROVIDED HEREUNDER.**
7. LIMITATION OF REMEDIES: **THE EXCLUSIVE REMEDY TO CUSTOMER OR ANY OTHER PARTY AGAINST SELLER FOR ALL CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, BREACH OF WARRANTY, OR, STRICT LIABILITY OR OTHERWISE FOR ANY LOSS OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SALE OR FAILURE TO SELL, SHALL BE REPLACEMENT OF THE PRODUCTS SOLD F.O.B. SELLER'S PLANT OR AT SELLER'S OPTION, REFUND OF THE PURCHASE PRICE PAID FOR THE PRODUCTS SOLD BY SELLER HEREUNDER. NO OTHER REMEDY SHALL BE AVAILABLE TO CUSTOMER.**
8. **INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD SELLER, ITS OFFICERS, EMPLOYEES, AGENTS, INSURERS, SURETIES, AND PARENT AND AFFILIATED CORPORATIONS (HEREINAFTER "INDEMNITEES"), HARMLESS FROM ANY AND ALL LOSSES, CONSEQUENTIAL DAMAGES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS', CONSULTANTS' AND EXPERTS' FEES), CLAIMS, SUITS, LIABILITIES, FINES, PENALTIES, AND REMEDIAL OR CLEAN-UP COSTS ARISING OUT OF OR IN ANY WAY RELATED TO THE PERFORMANCE OF THIS AGREEMENT BY CUSTOMER OR THE EMPLOYEES, AGENTS, SUBCONTRACTORS OR SUPPLIER(S) OF CUSTOMER EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY INDEMNITEES, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT CUSTOMER INDEMNIFY ANY INDEMNITEE FROM THEIR OWN PARTIAL NEGLIGENCE. CUSTOMER SHALL PROCURE CONTRACTUAL LIABILITY INSURANCE COVERING ITS OBLIGATIONS IN THIS PARAGRAPH.**
9. VENUE AND APPLICABLE LAW: In the event of litigation between Customer and Seller, the lawsuit or action shall take place in the state or federal court located in Bexar County, Texas, and Customer consents to the personal jurisdiction of such courts and Customer hereby waives its right to litigate in any other court. However, if Seller brings an action upon a payment or performance bond issued in connection with a public or private improvement project, in which case such claims may be brought by Seller in any court having subject matter jurisdiction. It is further agreed Texas law shall govern the interpretation of this Agreement.
10. MANDATORY BINDING ARBITRATION: Any dispute arising under this agreement of sale shall be submitted to and resolved by binding arbitration in accordance with section 9. The American Arbitration association shall conduct the arbitration unless the parties mutually agree to use an alternative arbitration service. The costs of the arbitration shall be borne equally by the parties. Judgment upon any award made by the arbitrator may be entered in any court having jurisdiction.
11. SAFETY: Customer must provide a safe delivery site and comply with all federal, state and local safety laws, rules, ordinances and other requirements. **CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS SELLER, ITS AGENTS, EMPLOYEES AND CONTRACTORS FROM, AND SHALL DEFEND ANY AND ALL ACTIONS, CLAIMS, SUITS OR PROCEEDINGS THAT MAY SUBJECT SELLER TO LIABILITY ARISING FROM CUSTOMER'S FAILURE OR INABILITY TO PROPERLY HANDLE THE PRODUCTS OR MATERIALS, OR PROVIDE A SAFE DELIVERY SITE.**

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12. ENTIRE AGREEMENT: These Conditions of Sale, in combination with the Terms and Conditions attached to Seller's invoice, purchase order and/or delivery ticket which are incorporate herein by reference (herein after collectively referred to as the "Terms"), represent the entire agreement between the parties. Any terms, including those on any Customers purchase order, which are different, conflicting, add to, modify, supersede or otherwise alter the Terms without expressed written approval signed by an authorized representative of the Seller are hereby rejected.
13. ADDITIONAL PROVISIONS: All claims for freight allowances must be supported by paid freight bills. Seller shall not be liable for delays in performance or completion of work or delivery of materials due to delays of carriers, delays in manufacturing, fabrication, natural disasters, embargos, riots, civil commotion, government action or other causes beyond the Sellers reasonable control or for any direct or indirect losses due to any such causes. All parties are on notice that these conditions and provisions cannot be varied, released or waived by any employee or agent of the Seller except by written instrument signed by a duly authorized officer of the Seller.

Customer hereby states that they have read and agrees to these Conditions of Sale as listed above.

Customer Name

Date

Authorized Signature

Title

Printed Name
