

Account Setup Application Form

(All information provided will be held under strict confidentiality)

Please complete and sign this application form.
 Please email to service@chempep.com or fax to 561-791-8728.

Business Name:	
Tax ID #:	
Website:	
Years in Business:	
Owner / Officer:	
Title:	
Type of Business:	<input type="checkbox"/> Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit

Billing Address:	
City / State / Zip Code / Country:	
Accounts Payable Contact:	
Accounts Payable E-mail:	
Accounts Payable Phone:	
Invoice Submission E-mail:	

Shipping Address:	
City / State / Zip Code / Country:	
Main Contact:	
E-mail:	
Phone:	

Buyer's Acknowledgement

By signing below, I certify that the information provided is true and correct. Buyer also, having carefully read all provisions of the attached "Terms and Conditions" acknowledges the receipt of, and agreement to the terms contained herein.

Buyer's Name (Print):	
Title:	
Signature:	
Date:	

Terms & Conditions

1. Acceptance

ChemPep accepts buyer's orders solely upon the terms and conditions stated herein, unless buyer stipulates any other different or additional terms or conditions, in any form whatsoever, notwithstanding. Acceptance of buyer's orders by ChemPep is expressly conditional on buyer's acceptance of these terms and conditions.

2. Prices & Payments Terms

All prices are in U.S. dollars. All prices are FOB Wellington, Florida and subject to change without notice. Terms are Net 30 Days. Overdue payments are subject to a 1.5% monthly service charge (18% annual). ChemPep reserves the right to require full advance payment in certain cases for any reason. Buyer is responsible for bank charges for all overseas transactions.

3. Shipping

We use FedEx. We will pre-pay and add the shipping charges to the invoice as separate items. Foreign customers are responsible for duties and taxes as required by their customs agency.

4. Taxes and Other Charges

Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore; or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

5. Patent Disclaimer

ChemPep's products may be covered by use and/or application patents. ChemPep, Inc. DOES NOT WARRANT that the use or sale of the products delivered hereunder will not infringe the claims of any United States or foreign patent or patent application covering the product itself or the use thereof in combination with other products or in the operation of any process. The buyer is solely responsible for any patent infringement resulting from his use of our products.

6. Warranty Disclaimer

No warranties by seller (other than warranty of title as provided in the uniform commercial code) shall be implied or otherwise created under the uniform commercial code, including but not limited to warranty of merchantability and warranty of fitness for a particular purpose.

7. Claims for Lost or Damaged Shipments

All products are sold FOB Seller's shipping point unless otherwise noted. Delivery of goods to the carrier at Seller's plant or to other loading point shall constitute delivery to Buyer, and regardless of shipping terms, Buyer shall bear all risk of loss or damage in transit.

Buyer should inspect and test all packages immediately upon the receipt of any goods shipped. Any claims of damage, shortage, or defect should be reported in writing to our Customer Service Department as soon as possible. Claims for these discrepancies must be made within ten (10) days of receiving the materials. If Buyer fails to report such a claim in ten (10) days to Seller, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Buyer.

8. Returns

Return shipments will NOT be accepted unless we have given prior permission and complete shipping instructions. A twenty (20) percent restocking fee applies to all returns. Returns will NOT be accepted after thirty (30) days from the date when products arrived at the customer's delivery location. Special orders and custom orders are not subject to return.

9. Order Changes & Cancellations

Orders arising hereunder may be changed or amended only by written agreement signed by both Buyer and Seller, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by Seller. Cancellation of an order during production shall result in a charge of forty (40) percent of the cost of the original order. Upon completion of production for an individual product, NO cancellation of an order shall be allowed.

10. Terms of Use

All ChemPep products are sold for Research & Development laboratory use only. They are NOT for human or animal applications. They are NOT intended for drug, clinical, household, cosmetic or any other uses. All products must be handled by professional staff or qualified individuals experienced in handling potentially hazardous chemicals. We will reject orders from private individuals not affiliated with an organization. We reserve the right to insist on a written order and/or references before proceeding with an order. The buyer may be asked to provide a written assurance that products not be purchased/resold for an improper use.

11. Limitation of Consequential Damages and Indemnification

Buyer acknowledges that there may be hazards associated with the use of certain products offered. Buyer agrees that their personnel concerned with any such products are aware of the hazards and assumes all responsibility for the warning of their employees and independent contractors of all hazards to persons and property in any way connected with the products, and Buyer agrees to instruct their employees, agents and customers to use safely such product. Buyer also assumes all responsibility for the results of using any product offered in combination with other articles or substances, and in any manufacturing process, and for the ultimate safe disposal of the product in accordance with applicable laws.

ChemPep's sole obligation and the Buyer's exclusive remedy with respect to products proved to ChemPep's satisfaction to be defective or nonconforming shall be return of such products to ChemPep, and refund of the purchase price actually paid therefore by the Buyer. ChemPep, Inc. shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to goods sold or technical services rendered by ChemPep, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, ChemPep specifically disclaims any liability for property or personal injury damage penalties, special punitive damages, damages or lost profits or revenues, loss of use of product or any associated equipment, cost of capital, cost of substitute products, facilities or services, down-time, shut-down, or slow-down costs, or for any other type of economic loss and for claims of the Buyer's customers or any other third party for any such damages. CHEMPEP, INC. SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

The Buyer shall indemnify ChemPep, Inc. from and against any and all losses, damages and expenses (including attorney's fees and other costs of defending any action) that ChemPep may sustain or incur as a result of any claim of breach of contract, tort (including negligence, breach of implied warranty, strict liability in tort) or other theories of law, by the Buyer, its officers, agents or employees, its successors and assigns, and its customers, or other persons, whether direct or indirect, in connection with the use of the product furnished hereunder.

12. TSCA Regulations

Buyer should acknowledge that ChemPep's products are intended for research and development purposes only, and that he will use the products in accordance with all applicable government regulations, including but not limited to those described herein. Buyer acknowledges that he is familiar with the provisions of the Toxic Substances Control Act exemption for research and development found in 40 CFR 720. Buyer agrees to notify ChemPep in writing if his use of ChemPep's products is intended for manufacturing as defined in the Toxic Substances Control Act. Buyer further agrees not to use ChemPep's products in manufacturing unless and until Buyer and ChemPep have confirmed that the product is listed in the TSCA Inventory List or that a pre-manufacturing notification has been filed and approved by the United States Environmental Protection Agency.

13. Technical Data

The physical properties and other data contained in this catalog are obtained from our own data and from literature references. ChemPep assumes no responsibility for the accuracy or completeness of such data. Buyer agrees that he has the responsibility to fully determine the accuracy and completeness of any technical data concerning any product or use.

14. Miscellaneous

Seller's failure to strictly enforce any term or condition of this order or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity. Any waiver of a default by Buyer hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation.

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.