

## COMPANY PROFILE

Please complete the interactive form and print, sign and email it to [accounting@omnimetrixconnect.com](mailto:accounting@omnimetrixconnect.com), or fax it to 770.209.0719. (Adobe Reader 8 or newer required. You may download the latest version [here](#)).

Legal Business Name of Applicant: \_\_\_\_\_

DBA: \_\_\_\_\_  
(If different from Legal Business Name)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Years in Business: \_\_\_\_\_ State Incorporated: \_\_\_\_\_ Date Formed: \_\_\_\_\_

Corporation     Partnership     Sole Proprietorship     LLC     Other \_\_\_\_\_

List names of any affiliated, subsidiary or parent companies of Applicant: \_\_\_\_\_

Name of Principal or Owner: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ ext.: \_\_\_\_\_

Business Type: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_ D&B #: \_\_\_\_\_

## BILLING INFORMATION

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ ext.: \_\_\_\_\_ Fax: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
(Required if different from street address)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Preferred method of payment:  Check  Credit Card

I prefer to receive Invoices & Statements by  Email  Mail

## SALES TAX INFORMATION

Exempt from Sales Tax?  Yes\*  No

\*Please send copy of exemption certificate(s) along with this form.

# COMPANY PROFILE

## BANK INFORMATION

Bank Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
 Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Checking  Savings Account # \_\_\_\_\_

## TRADE/CREDIT REFERENCES *(Complete section below or submit Reference Sheet)*

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
 Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Account Open Since: \_\_\_\_\_ Credit Limit: \_\_\_\_\_ Current Balance: \_\_\_\_\_

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
 Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Account Open Since: \_\_\_\_\_ Credit Limit: \_\_\_\_\_ Current Balance: \_\_\_\_\_

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
 Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Account Open Since: \_\_\_\_\_ Credit Limit: \_\_\_\_\_ Current Balance: \_\_\_\_\_

The undersigned represents that he or she is an officer or agent of applicant and is duly authorized to act on its behalf. If extended credit, pursuant to this Credit Agreement, the applicant hereby agrees to the enclosed terms. OMNIMETRIX, LLC is hereby authorized to investigate the references listed above concerning applicant's credit history and financial responsibility. This Credit Application and Agreement supersedes any prior agreement between the parties and may only be modified in writing. Applicant agrees to all the Standard Terms and Conditions on the reverse side of this form which are incorporated herein.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

In consideration of financial accommodation, applicant hereby guarantees prompt payment of all liabilities and indebtedness of applicant to OMNIMETRIX, LLC including collection costs and attorney's fees. Applicant waives all notices and surety defenses.

I have read and agreed to the Terms and Conditions below.

### Office Use Only

Reviewed & Approved by:		Date	Status	Limit	Unit ID
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## Article 1 – Product and Services

1.1 Acceptance. The sale of the products and services described with this document are expressly made solely on the Terms and Conditions contained herein, and take precedence over any additional terms, unless accepted by OmniMetrix®, LLC in writing. By placing an order for OmniMetrix's products and/or services, Client is agreeing to these Terms and Conditions. If Client is participating in any OmniMetrix promotion, the terms of such promotion are incorporated herein by reference and shall supersede these Terms and Conditions to the extent of any conflict.

1.2 Modifications. These Terms and Conditions constitute the entire agreement between the parties relating to the sale of the products and services described and no addition to or modification of any provision herein, shall be binding on OmniMetrix unless made in writing and accepted by OmniMetrix in writing.

1.2.1 Assignment & Inclusion. Distributor shall incorporate all of these Terms and Conditions into any resale agreements, terms of service or conditions of sale and services provided to any third party.

1.3 Inspection. Client shall inspect and accept or reject goods upon receipt. If Client fails to notify OmniMetrix in writing of its rejection and the reasons within such time period, Client will be deemed to have accepted such shipment and waives any right to reject the goods at a later date.

1.4 Renewal. Monitoring and control service will automatically renew beyond the initial year unless terminated by either party with proper notification, as defined in Section 1.5.

1.5 Termination. Either party may terminate this agreement on sixty (60) days written notice. In case of such termination, OmniMetrix shall be paid in full for all data management services already provided and the balance due for billing during the current billing period. No credits or refunds shall be provided within the first twelve (12) months of the term. OmniMetrix also reserves the right to charge a restocking fee of up to twenty-five (25%) percent of the hardware purchase price in the event Client cancels any product order. Those provisions which by their nature so contemplate shall survive termination of these Terms and Conditions, including without limitation this Section 1.4 and Sections 2.1, 2.2, 3.3, 4.2, 5 and 6 and the End User Disclosure Addendum.

## Article 2 – Payment

2.1 Payment Terms. All invoices are due and payable thirty (30) days from date of invoice, with Late Fees due on any late payment at the maximum daily rate permitted by law. Terms of payment may be changed at any time and OmniMetrix may require full or partial payment in advance. OmniMetrix reserves the right to ship any order on a C.O.D. basis or to cancel any order prior to shipment. OmniMetrix also reserves the right to recover from Client any additional fees or expenses that arise from Client's cancellation of an order or the failure to make timely invoice payments.

2.2 Taxes. All prices are exclusive of taxes or import/export duties (including brokerage fees) applicable to the product or services

covered by this order. Where applicable, such taxes shall be added to the invoice and paid by Client unless proper tax exemption certification is provided to OmniMetrix. Client is responsible for all import and export duties.

## Article 3 – Warranties

3.1 New Products. OmniMetrix warrants that the products furnished at the time of shipment shall be free from defects in material and workmanship under normal use and will conform to OmniMetrix's applicable written specifications for a maximum of twelve (12) months from date of purchase but only if it is within the period during which Client pays for monitoring services, subject to the limitations set forth in Sections 3.3 and 3.4 below. OmniMetrix's obligation shall be limited to either repairing or replacing any product for which (a) written notice of non-conformance is received within a reasonable time after Client knows of the defect; and (b) after OmniMetrix's products are returned to OmniMetrix's factory of origin, freight charges prepaid; and (c) after the products are determined by OmniMetrix to be in nonconformance. Any repair or replacement shall not extend the original warranty period, unless otherwise noted in writing by OmniMetrix. This warranty shall not apply to products OmniMetrix determines to have been subjected to operational and/or environmental conditions by the Client in excess of defined application specifications, or subjected to misuse, improper installation, alteration/repair, or damage.

Warranty does not cover returned product damaged in shipment, whether it be the fault of the carrier or due to insufficient packaging. It is the responsibility of the shipper to file claims with their carrier for merchandise received damaged at OmniMetrix. OmniMetrix recommends using the original shipping box or similar packaging, that requires individual packaging for each monitor returned, and offers proper protection of the merchandise during transportation.

3.2 Repairs. OmniMetrix warrants repaired products in accordance with the terms of Section 3.1 above.

3.3 Limitations. This warranty may be asserted only by the Client, is not transferable and is expressed in lieu of all other warranties. **EXCEPT AS SET FORTH IN SECTIONS 3.1 AND 3.2 ABOVE, OmniMetrix MAKES NO WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PRODUCT OR PART SOLD OR OTHERWISE PROVIDED TO CLIENT. OmniMetrix HEREBY FURTHER DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY SERVICE PROVIDED OR NOT PROVIDED OR DESCRIBED HEREIN, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH SERVICES.** OmniMetrix neither assumes nor authorizes any other person to assume on OmniMetrix's behalf any other liabilities in connection with the sale of specified products and/or services. In no event shall OmniMetrix

be liable for or obligated to pay indirect, incidental, consequential, exemplary or punitive damages.

3.4 Services. Client expressly understands and acknowledges that (a) certain OmniMetrix services utilize wireless communications and that neither OmniMetrix nor the wireless service carrier shall have any liability to Client for interruptions or obsolescence in such wireless communications and (b) Client has received OmniMetrix's End User Disclosure Addendum.

#### **Article 4 – Liability**

4.1 FOB Point and Delivery. Unless otherwise specified, all sales are made FOB point of shipment, at which time title passes to Client. OmniMetrix's liability to delivery ceases upon transfer of products to carrier at shipping point. All delivery or shipment dates are estimates only. OmniMetrix reserves the right to make partial shipments of product and any delay in delivery of outstanding product shall not relieve Client of its obligation to accept and pay for the remaining deliveries.

4.2 Limitation of Liability. OmniMetrix's liability for any claim, including without limitation, for delivery of product and/or services under this contract shall in no way exceed the total price applicable to the products or parts described herein that gives rise to the claim, or in the case of services, the amount paid by the Client for any services during the two (2) month period preceding the date the claim arose.

#### **Article 5 - Intellectual Property**

5.1 Intellectual Property. The Client agrees that during the period of discussions and/or the relationship with OmniMetrix and for a period of five (5) years following termination of such discussions, the Client's employees, agents, contractors and subcontractors will not at any time disclose to any person or use for its own benefit, Confidential Information without the prior express written consent of OmniMetrix. The Client agrees to promptly deliver to OmniMetrix any documents, schematics, specifications, disks, and software reflecting Confidential Information, and all copies made during the period of discussions and/or business relationship. Upon termination of the discussions and/or business relationship, the Client shall promptly deliver to OmniMetrix any and all such information in its possession or under its control. As used herein, Confidential Information shall include, but is not limited to, any and all information which is not public knowledge and which is proprietary to OmniMetrix or its affiliates or other third parties such as business and marketing plans; pricing and marketing policies and practices; financial information; trade secrets about OmniMetrix, its affiliates and their activities and information or other proprietary information relating to know-how, purchasing, finance, marketing and selling activities.

#### **Article 6 – Miscellaneous**

6.1 Force Majeure. OmniMetrix shall not be liable for non-performance or delays caused by acts of God, terrorism, wars, riots, strikes, fires, shortages of labor or materials, labor disputes, governmental restrictions or any other causes beyond its reasonable control. In the event of any such delay or failure of performance, the date of delivery shall, at the request of OmniMetrix, be deferred for a reasonable period, which shall in any event be no less than the time lost by reason of the delay.

OmniMetrix shall notify Client in writing of any such event or circumstance within a reasonable period of time.

6.2 Assignment. Any assignment or attempted assignment of this Agreement, in whole or in part, without prior written consent of OmniMetrix shall be void. OmniMetrix may assign its rights, liabilities without prior written notice.

6.3 Governing Law and Forum. The validity, performance and construction of the Agreement shall be governed by the laws of the State of Georgia (without giving effect to the conflicts of law provisions thereof), including without limitation the Uniform Commercial Code as adopted in the State of Georgia, and all matters shall be adjudicated in the state or federal courts located in Atlanta, Georgia. Client consents to the jurisdiction of such courts and waives any right it may have to transfer or change the venue of any litigation brought in such courts.

#### **END USER DISCLOSURE ADDENDUM**

In connection with the provision by OmniMetrix of wireless monitoring services to Client, OmniMetrix utilizes wireless communications services provided by a third party carrier. Client has no contractual relationship with the underlying wireless service carrier and Client is not a third party beneficiary of any agreement between OmniMetrix and underlying carrier. Client understands and agrees that the underlying carrier shall have no legal, equitable, or other liability of any kind to Client. In any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Client's exclusive remedy for claims arising in any way in connection with OmniMetrix's agreement with such carrier, for any cause whatsoever, including but not limited to any failure or disruption of service provided to Client, is limited to payment of damages in an amount not to exceed the amount paid by Client for the services during the two (2) month period preceding the date the claim arose.

Client shall indemnify and hold harmless the underlying wireless service carrier and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with OmniMetrix's agreement with such carrier or the use, failure to use, or inability to use the number except where the claims result from the underlying carrier's gross negligence or willful misconduct. This indemnity shall survive the termination of OmniMetrix's agreements with the underlying carrier and with Client.

Client has no property right in any number assigned to it, and understands that any such number can be changed from time to time. Client understands that OmniMetrix and the underlying carrier cannot guaranty the security of wireless transmissions, and will not be liable for any lack of security relating to the use of the services. The service is for Client's use only and Client may not resell the services to any other party.