

UNITEC Parts Company
 212 West Newberry Road
 Bloomfield, Connecticut 06002
 Phone: 800-328-7840 Fax: 860-286-1625
 Email: info@unitecparts.com
 Web: www.unitecparts.com



TERMS AND CONDITIONS

The following terms and conditions shall govern the sale of UNITEC Parts Company (UNITEC) to the customer named thereon (CUSTOMER). **Please initial the line marked with an x and sign at the end before proceeding to the account creation form to ensure all terms and conditions were reviewed.**

UNITEC is only permitted to sell parts within the United States, its territories, and Canada. We cannot supply parts if they are to be exported internationally. Under no circumstance should parts be shipped outside of these areas. All requests from or for outside these areas must be submitted through Sodica by email at export@sodica.fr or by phone at (33) 01 46 88 96 16. If at any given time UNITEC is made aware of a part being exported from an active UNITEC account, we reserve the right to discontinue providing our services.

x _____

Warranties, Remedies and Limitations

a. Defective Goods

UNITEC warrants to customer at the time of delivery the goods will be free from defects in material and manufacture and will conform substantially to the specifications stipulated in UNITEC's catalog. UNITEC's liability and Customer's remedy under this warranty are limited to the repair or replacement at UNITEC's election, of Goods or parts thereof returned to UNITEC which are shown to UNITEC's reasonable satisfaction to have been defective: provided that written notice of the defect shall have been given by Customer to UNITEC, within forty five (45) days after delivery of such goods to UNITEC and their reshipment to Customer and the risk of loss thereof will be borne by UNITEC only if returned in accordance with written shipping instructions from UNITEC.

b. Title

UNITEC Warrants to Customer that it will convey good title to the goods sold hereunder. UNITEC's liability and Customer's remedy under this warranty are limited to the removal of any title defect or, at the election of UNITEC, to the replacement of the goods or parts thereof which are defective in title; provided, however, that the rights and remedies of the parties with respect to patent infringement shall be limited to the provisions of subparagraphs below.

c. Exclusive Warranties and Remedies

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (i) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM UNITEC'S NEGLIGENCE, ACTUAL OR IMPUTED. The remedies of the Customer shall be limited to those provided herein to the exclusion of any and all other remedies including without limitation, incidental or consequential damages. No agreement varying or extending the foregoing warranties, remedies, or this limitation will be binding upon UNITEC unless in writing, signed by a duly authorized officer of UNITEC.

1. Excusable Delays

UNITEC shall not be charged with any liability for delay or non-delivery when due to delays of suppliers, acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather, or any other cause beyond the reasonable control of UNITEC. To the part of UNITEC, the time for the performance shall be extended for as many days beyond the date thereof as is required to obtain removal of such causes. This provision shall not, however, relieve UNITEC from using its best efforts to avoid or remove such causes and continue performance with a reasonable dispatch whenever such causes are removed.

2. Liability Limitation

The price allocable in this order to any product or service alleged to be the cause of any loss or damage to the Customer shall be the ceiling limit on UNITEC's liability, whether founded in contract or tort (including negligence), arising out of, or resulting from, (i) this order or the performance or breach thereof (ii) the design, manufacture, delivery, sale, repair, replacement, or (iii) the use of any such product or the furnishing of any such service. **IN NO EVENT SHALL UNITEC HAVE ANY LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

Date: _____ Signature: _____ Title: _____

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Account Creation Form

Type of account **(please choose only one)**:

Credit card only (fill out only pages 1 & 2) –Payment by customer credit card

Line of credit (if you would like this account please fill out all 3 pages)

Company Name: _____

Business/Tax ID #: _____

Billing Address: _____

City: _____ State/Province: _____ Zip code/Postal Code: _____

Attn: _____

Shipping Address (if different from billing): _____

City: _____ State/Province: _____ Zip code/Postal Code: _____

Attn: _____

Telephone Number: (_____) _____ - _____ Fax Number: (_____) _____ - _____

Tax Exempt: ____ Yes ____ No **If not taxable, attach copy of exemption certificate.**

Tax Exemption Certificate #: _____

Contacts:	Name	Phone	Fax	email
Purchasing:	_____	_____	_____	_____
Accounts Payable:	_____	_____	_____	_____

Primary Business:

____ Self-Maintained/Owner
 ____ Sale of Escalator/elevator parts
 ____ Maintenance of Escalators/Elevators
 ____ Other (please specify) _____

In the event that UNITEC agrees to conduct business with this company after processing this form, any resulting orders will be subject to UNITEC's standard terms and conditions of sale. Please review and sign on page 1. **Applications without signatures will not be reviewed for creation.**

Date: _____ Signature: _____ Title: _____

Line of credit account information only

President: _____ Chief Financial: _____

Banking References:

Bank Name: _____

Account No: _____

Address: _____

Contact: _____ Phone: _____

References:

Name: _____ Phone no.: _____

Address: _____

Name: _____ Phone no.: _____

Address: _____

Name: _____ Phone no.: _____

Address: _____

We hereby authorize UNITEC Parts Company to contact the above organizations in order to verify our credit, payment and financial condition. In the event that UNITEC agrees to conduct business with this company after processing this application, any resulting orders will be subject to UNITEC's standard terms and conditions of sale attached on page 3.

Date: _____ Signature: _____ Title: _____

When you have completed this form please send it in to info@UNITECParts.com or fax it in to 860-286-1625.