

Wholesale New Account Application

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This application is only for accounts WITHIN THE UNITED STATES & CANADA. We are not able to open wholesale accounts for entities outside these locations.

ACCOUNT INFORMATION:

Legal Business Name*

Federal Tax ID /EIN*

State of Business Registration*

Business Website URL (if any)*

Owner's First Name*

Owner's Last Name*

Email Address*

Phone Number*

Business Type*

Corporation LLC. Partnership Proprietorship

BILLING ADDRESS:

Street*

City*

State*

Zip Code*

SHIPPING ADDRESS:

(if different from billing address)

Street*

City*

State*

Zip Code*

PAYMENT OPTIONS:

Credit Card on File

Invoice (Paypal / Square)

TERMS OF SALE:

Payment: Payment is due upon Purchaser's order and prior to MichiganHobby's shipment of goods to Purchaser.

Delivery and Inspection: Purchaser must inspect the goods upon receipt and notify MichiganHobby in writing of any claims for shortages, defects or damages within 48 hours of receipt or the goods have been irrevocably accepted by Purchaser.

Taxes and Other Charges: Purchaser represents that it has the appropriate tax exemption status and/or resale certificate to purchase the goods wholesale. Purchaser is responsible for any use tax, sales tax, or other tax that may be imposed.

Manufacturer's Suggested Retail Price and Minimum Retail Price: Purchaser agrees to comply with any terms for Manufacturer's Suggested Retail Price and/or Minimum Retail Price that are set by MichiganHobby and/or its suppliers.

Warranty and Disclaimer; Limitation on Damages: ALL GOODS ARE PROVIDED "AS IS" WITHOUT WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR WARRANTY OF NONINFRINGEMENT. PURCHASER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY AGAINST MICHIGANHOBBY WILL BE LIMITED TO THE REPAIR AND REPLACEMENT OF NONCONFORMING OR DEFECTIVE GOODS OR REFUND OF PAYMENT FOR THE NONCONFORMING OR DEFECTIVE GOODS, PROVIDED MICHIGANHOBBY IS PROMPTLY NOTIFIED IN WRITING OF ANY DEFECT.

Indemnity: Purchaser shall, at its own expense, indemnify, defend, and hold MichiganHobby harmless from and against any and all losses, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) that MichiganHobby may incur in connection with the use of any goods sold to Purchaser or by reason of Purchaser's breach of or failure to perform any of its obligations hereunder.

Miscellaneous: The Contract shall be governed by and construed in accordance with the laws of the State of Michigan and any action, suit, or proceeding arising out of this contract will be heard exclusively in the State and Federal courts of the Eastern District of the State of Michigan, This Contract constitutes and contains the entire agreement and understanding between the Parties. This Contract supersedes and replaces any and all prior agreements, understandings, negotiations, discussions or commitments, whether written or oral. The Contract is a fully integrated agreement. No changes, amendments, supplements, or modifications of this Contract shall be valid unless the same be in writing and signed by all Parties to this Contract.

COMPLETION:

Owner Signature*

Date*

Please email your completed Application, Credit Card Authorization Form, and Resale Certificate to sales@michiganhobby.com