



Witmer Public Safety Group, Inc.
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Phone (800) 852-6088 • Fax (888) 335-9800
Email: accountsreceivable@wpsginc.com
Revised: 07/09/24

New Customer Registration & Update Form

(Payment is due 30 days after receipt of goods*)

Ref Order #: _____

Customer ID: _____

Ref Order# used to reference existing sales order

Customer ID for current existing customers

Legal name of your organization: _____

Type of Business: Sole Proprietorship, Corporation, Partnership, Other: _____
Bus. Established (date): _____
FEIN: _____
Sales Tax Exempt #: _____

When applicable, must include copy of tax exempt certificate

Billing Address

Shipping Address (Same as Billing)

Name: _____
Street: _____
City: _____
State: _____ Zip: _____
Telephone: _____ Ext.: _____
Fax: _____

Name: _____
Street: _____
City: _____
State: _____ Zip: _____
Telephone: _____ Ext.: _____
Fax: _____

Accounts Payable Contact: (Individual responsible for sending payments)

Name: _____ Title: _____
Phone: _____ Ext.: _____ Email: _____

Invoice Email: _____

Email address that invoices and statements will be sent to

Purchasing Contact: (Individual responsible for approving purchases) Same as Above

Name: _____ Title: _____
Phone: _____ Ext.: _____ Email: _____

List names and titles of additional approved purchasers:

Purchasing Parameters:

Check if your organization requires: Purchase Orders: _____ Vouchers: _____ Other: _____
(If so, we must have a copy of the document before we can process your order.)

COMPLETED BY:

Printed Name: _____ Title: _____

Please allow 7-10 business days to process forms.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term "Seller" as used herein refers to Witmer Public Safety Group, Inc., and all of its employees, officers, shareholders, directors, representatives, agents, administrators, successors, and assigns. The term "Buyer" refers to the customer listed on the New Customer Registration & Update Form, and its employees, officers, shareholders, directors, representatives, agents, administrators, successors and assigns. The term "Contract" refers collectively to the New Customer Registration & Update Form, these General Terms and Conditions, any and all Purchase Orders submitted by Buyer, and any and all Invoice produced by Seller to Buyer. The term "Goods" refers to the products sold by Seller to Buyer under this Contract.
2. **WARRANTY:** Seller warrants that subject to standard variations, if any, all Goods sold by Seller conform to contract specifications. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS, TITLE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE CONTRACT.** Seller SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSS OR EXPENSE ARISING IN CONNECTION WITH THE USE OR INABILITY TO USE ITS GOODS WHATSOEVER. Seller's MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE CONTRACT PRICE FOR THE GOODS CLAIMED TO BE DEFECTIVE OR UNSUITABLE.
3. **PARTIAL SHIPMENTS:** Unless otherwise specified, Seller may make partial shipments and each shipment shall be deemed a separate sale.
4. **COST OF INSURANCE AND TRANSPORTATION:** If the Contract provides that Seller shall pay insurance and transportation, they shall be at the rates in effect at the date of the relevant Purchase Order; if for any reason the cost of insurance and transportation increases prior to shipment date, such increase shall be for Buyer's account.
5. **TAXES:** In addition to the purchase price, Buyer shall pay Seller the amount of all sales, use, excise taxes and other taxes (except on or measured by net income) duties that Seller may be required to pay with respect to the production, sale or transportation of any goods delivered hereunder, except where the law expressly provides otherwise including, without limitation, if Buyer provides a valid tax-exempt certification to Seller.
6. **RISK OF LOSS:** Delivery of goods to common carrier, licensed trucker, or vessel shall constitute delivery to Buyer, and all risk of loss or damage in transit shall be borne by Buyer.
7. **CLAIMS:**
 - a. **Shortages:** Where Goods are sold on a delivered basis, all claims for shortages are barred unless supported by exceptions communicated, in writing, to Seller, within ten (10) days after the Goods have arrived at its contract destination.
 - b. **Damaged Goods.** All claims of damage of a kind which might have occurred between origin and delivery are barred unless supported by exceptions communicated, in writing, to Seller, within ten (10) days after the Goods have arrived at its contract destination.
 - c. **Quality Claims.** In case of a dispute as to whether Goods meet contract specifications, a mutually acceptable expert shall be designated by Seller and Buyer to make an examination and in such case said expert's finding shall be conclusive and binding on Buyer and Seller. The expense shall be borne by Seller for each item found not conforming to specification and by Buyer for each item conforming.All claims arising hereinabove must be made in writing by registered and certified mail including with full particulars, the defect or damage complained of. Notwithstanding such claim, Buyer's obligation to perform under the balance of the contract shall not be affected thereby. Buyer shall afford to Seller and/or its insurer full facilities for inspection and investigation of all such claims. If a timely and bona fide claim is made, Seller shall give Buyer a reasonable allowance therefore, and Seller shall not be otherwise liable for such Goods or its use or any consequential or special damages. In no event may any such claim be made more than ten (10) days after the Goods have arrived at its contract destination.
8. **SELLER'S REMEDIES:** If Buyer wrongfully rejects the goods or fails to make payments due on or before delivery or repudiates with respect to a part or the whole contract, then with respect to any goods directly affected and, if the breach is of the whole contract, then also with respect to the whole undelivered balance. Seller may withhold delivery of such goods, stop delivery of such goods in possession of a carrier or other bailee, and recover damages for non-acceptance or repudiation. Seller shall be entitled to recover as damages the entire contract price or any unpaid amount thereof.
9. **BUYER'S REMEDIES:** In the event Seller fails to deliver the goods ordered, Buyer shall serve written notice upon Seller. If Seller fails to perform within sixty (60) days thereafter, Buyer, as its exclusive remedy, may cancel the contract and shall be entitled to repayment of the purchase price of such part thereof as shall have been then paid by Buyer. Seller SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES.
10. **NOTICE OF CHANGE OF CONTACT PERSON:** Buyer must, at all times, keep Seller apprised of any changes to the Accounts Payable and/or Purchase Contact person(s) designated on the New Customer Registration & Update Form. In the event of any changes to the Accounts Payable and/or Purchase Contact person(s), Buyer must notify Seller, in writing, within thirty (30) days, and provide a current phone number(s) and email address(es) for such person(s).
11. **FINANCIAL CONDITION:** Buyer presents that it is solvent, and that at each delivery this representation shall be deemed renewed unless notice to the contrary is given in writing by Buyer to Seller within a reasonable period of time prior to the delivery of the goods.
 - a. Seller shall have the right to withhold any shipments in the event Buyer fails to make timely payment but Buyer shall be responsible for any and all resulting cost, expenses, or damages incurred by Seller in the event Buyer fails to make timely payment and such action shall not release Buyer from its obligation to accept and pay for such remaining portions of Goods if and when shipped by Seller.
 - b. If, at any time, there is a material change in the financial condition or structure of Buyer, Seller shall have the right to change credit terms, cancel this Contract or withhold any shipments, but such action with the exception of cancelling the Contract, shall not release Buyer from its obligation to accept and pay for such remaining portions of Goods if and when shipped by Seller and Buyer. Seller shall attempt to notify Buyer of any such action it takes pursuant to the foregoing such as withholding shipment, changing credit terms or cancelling the Contract, prior to the effective date of such action, however, Seller reserves the right to take such action without notification to Buyer in the event it is impracticable to give such notice prior to taking the action.
12. **ASSIGNMENT:** Buyer shall not assign this contract without the prior written consent of Seller and any such assignment without consent shall be void. Buyer shall not be relieved of its obligations hereunder not withstanding any such written consent by Seller.
13. **ENTIRETY OF CONTRACT:** This terms and conditions set forth herein constitute the sole terms and conditions. No other terms or conditions whether contained in Buyer's Purchase Orders or elsewhere shall be binding upon Seller. All proposals, negotiations and representations if any made prior to the date hereof are merged herein and no modification or assignment shall be effective unless agreed to is writing.
14. **ASSENT:** Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's receipt of this contract without prompt written objection thereto or from acceptance by Buyer of all or any part of the goods ordered.
15. **FORCE MAJEURE:** Seller shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from fires, floods, or other catastrophes, strikes, lockouts or labor disruptions, wars, riots, embargo, import or expert quotes or mandatory allocations, actions by foreign, federal, state or local government, mill or factory conditions, shortages of transportation equipment, fuel, labor or materials, major change in economic conditions; or any other circumstances or causes beyond the control of Seller or Seller's supplier in the reasonable conduct of its business. In the event of such prevention or delay, the time for performance shall be extended for a period of ninety (90) days and Buyer, if payment is to be made by Letter for Credit, shall extend such Letter of Credit for ninety (90) days. If performance is not made within such extended ninety (90) day period, Seller shall have the option at any time thereafter and upon written notice to Buyer to cancel its contract without liability to either party or to maintain the contract and make performance within a reasonable time after the termination of such prevention or delay.

Signature: _____

Date: _____

CREDIT REFERENCE

List **FIVE** credit references which we may contact.
Please complete all information below. **FAX/EMAIL is required for processing.**

1) COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____ EXT.: _____ **FAX/EMAIL:** _____

2) COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____ EXT.: _____ **FAX/EMAIL:** _____

3) COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____ EXT.: _____ **FAX/EMAIL:** _____

4) COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____ EXT.: _____ **FAX/EMAIL:** _____

5) COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____ EXT.: _____ **FAX/EMAIL:** _____

Credit References unnecessary for the following:

- Fire
- Law enforcement agencies
- Military branches
- Municipalities
- Other agencies of local, state and federal government

*If you are **NOT** one of the above listed, please fill out the credit reference section above*
*****If form is not completed it will be returned.*****