



SAMURAI 2K USA INC.

(Company Registration No. 0450145331)
 627 Montrose Avenue, South Plainfield, New Jersey 07080, United States of America
 Tel : (908) 941-1471 [Email: danielvoon@samuraipaint.jp](mailto:danielvoon@samuraipaint.jp)

NEW CUSTOMER ACCOUNT FORM

Sold-to		Date	
Legal Business Name		Parent Company	
Owner Name		Registration No.	
Street Address		Ein. No.	
City, State, Zip Code		VAT Number (if applicable)	
County		DUNS Number	Year started
Main Contact Phone Number		Legal Form of Business type	

Payer Name		Bill to Name	
Address		Address	
PO Box		Po Box	
City, State, Zip Code		City, State, Zip Code	
County		County	
Accounts Payable Contact Name		Ship-to Name	
Contact Phone Number		Address	
Contact Fax Number		City, State, Zip Code	
Email Address		County	
A/P Supervisor Name		Shop Notice Email	
A/P Supervisor Phone		Purchasing Contact Name	
A/P Supervisor Email		Contact Phone Number	



BANK REFERENCE:

Bank Name	
Contact Name	
Contact Phone No.	
Address	
Account No	
Preferred Email for Invoices, Statements & Acknowledgement	

Taxable? Yes/No

*If No, Attach copy of the Sales Tax Exemption Certificate

Blanket (Multiple States) Certificate Attached? Yes/No

Individual State Certificate Attached? Yes/No

Canadian Customers Only – Complete if Applicable

GST/HST No. _____

(Required for every Canadian Customer)

Canadian Provinces _____

QST No. _____

(Required for Quebec)

GST/HST/QST: There are no general exemptions except for the following:

- ▶ Drop Shipment Certificates
- ▶ Exportation from Canada
- ▶ Government body specific exemption PST Applicable (Provinces BC, MB, SK: A tax exemption certificate is required otherwise PST tax will be charged)

1) British Columbia: In the case of British Columbia the customer must provide their PST number when making an exempt purchase (such as for resale) or provide a specific Exemption certificate (such as a Manufacturing & Processing certificate, or government Energy Exemption certificate). Samurai must maintain the customer's PST number / certificate on file for any audits. If under audit the proof of exemption has not been kept the auditor will deny the exempt status and Samurai will be liable for the PST as well as any interest and penalties on the late amount.

2) Manitoba: Manitoba allows for exempt sales as well. When a customer makes an exempt purchase, they must provide their 7-digit Manitoba vendor number. Vendors must record the purchaser's 7-digit RST number **on the sales invoice** when taxable goods or services are sold exempt for the purpose of resale, or other exempt usage.

3) Saskatchewan: Saskatchewan allows exempts sales sold for the purpose of resale. The customer provides their vendor's license number. Note that a customer's vendor license number is specific to their location. Therefore, a single customer with multiple locations could have several vendor licenses numbers. The vendor license number of a customer must be kept on file for purpose of audit.

If exempt, attach copy of exemption certificate.



For the purpose of inducing (“Samurai”) to extend credit for the purchase of goods and services, the undersigned (“Customer”) provides the information on the credit application (including the attached balance sheet and income statement, if requested) and authorizes Samurai to make such inquiries and utilize such resources as it deems appropriate to obtain information regarding Customer’s credit and financial history and responsibility, and for this purpose, authorizes and approves the release of all such information by the trade reference(s) and bank(s) listed above. Customer acknowledges that Samurai may rely on the information provided above, and accordingly, represents and warrants that the information is complete, true, and accurately reflects the present financial condition of Customer. The customer also agrees that the information submitted does not omit any material facts regarding its financial conditions, results of operations, or prospects. It is understood that Samurai may also utilize other sources of credit information that it considers reliable. If credit is granted, and Customer later fails to pay any indebtedness to Samurai when due, becomes bankrupt, or is deemed by Samurai to be insolvent at any times, Samurai may declare the entire balance of the indebtedness in default, and in such event, the entire balance shall become immediately due and payable. In the event of a delinquency or default, the Customer agrees to pay Samurai standard late charges allowed by law, plus reasonable collection costs and attorney fees that may be incurred by Samurai. Unless otherwise agreed, Samurai standard terms are Cash Term.

The above is understood, agreed, and accepted by:

Applicant Signature _____

(AUTHORIZED SIGNATURE)

Print Name:

Title:

Date:



TERMS & CONDITIONS

PRICES Although Samurai attempts to give 30 days' notice on price and discount changes, both are subject to change without notice. All bids and quotes are firm for 30 days only. All prices exclude freight, sales, use, occupation, license, excise and other taxes in respect of manufacture, sale or delivery and export or import duties, all of which shall be paid by the Buyer, unless otherwise agreed and specified in writing. Deviation from standard pricing may result in a change of terms and conditions.

MINIMUM QUANTITY See specific items for minimum order. Total order amount must be **eight (8) cases (96 cans)** to a single destination.

SPECIAL REQUESTS Upon request, Samurai may agree to maintain select item(s) in stock for specific customer business. Said customer is responsible for this inventory and agrees to provide a purchase order for any remaining stock in these items if said items are no longer needed or if not used in 90 days.

PAYMENT In consideration for any extension of credit, the Buyer agrees to the terms hereof and to the conditions of sale set forth on each invoice. Invoices not paid within terms are considered delinquent and all other orders are subject to placement on hold. A 1 1/2% finance charge (18% annually or the maximum allowable rate under state statute) will be computed on the unpaid delinquent balance until the account is paid in full. The Buyer also agrees to pay reasonable collection and attorney fees on all accounts placed for collection.

FREIGHT On orders of **twelve (12) cases (144 cans)** or more, Samurai will ship your single order free of charge by any means of transportation or routing of our choice to one destination in the continental United States. If the Buyer requires a more expensive means of transportation or routing, the Buyer shall bear any additional expenses thus incurred. On orders under **twelve (12) cases (144 cans)** shipping UPS, RPS or courier, freight and handling charges will be added to our invoice.

DELIVERY Samurai will at all times use its best efforts to ship and deliver orders promptly; however, all orders accepted by Samurai are subject to labor disputes, strikes or lockouts, accidents, fires, delays in manufacturing, transportation and/or delivery of materials, weather, other acts of God, embargoes, government action, wars and any other causes beyond our control. Samurai shall not be responsible to the Buyer for any losses or damages due to delay resulting from such causes.

SHIPPING Unless otherwise specified, stock items and custom items ordered on the same order will ship together with typical custom order lead times (3-10 working days).

DAMAGES AND RISK OF LOSS Ownership and all costs and risks of loss of damage to and destruction of the goods shall pass and be borne by the Buyer according to the shipping terms F.O.B. Shipping point, even though Samurai may have selected the carrier, notwithstanding arrangements for delivery and payment of freight.

QUANTITY VARIATIONS Due to the impossibility of predicting the quantity of goods that will be lost or gained in processing operations when Samurai is delivering goods, the Buyer agrees that payment will be made of quantities delivered and that Samurai may deliver quantities that vary within plus or minus 10% of the quantity ordered.

LIMITED WARRANTY Samurai warrants that all of its products will be free from defects in material and workmanship. The remedy for defective products shall be return and replacement of the defective product. All claims for defective products must be made within ninety (90) days of receipt of shipment. EXCEPT FOR THE LIMITED WARRANTY PROVIDED FOR IN THIS PARAGRAPH, Samurai MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF ITS PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **LIMITATION OF LIABILITY** Samurai' liability for any defects in its products shall not exceed the total charges which have been paid in connection with the order or orders involving such defects. Samurai shall not in any event be liable for any lost profits, nor for claims demanded against its customers by third parties. Samurai shall not be liable for incidental or consequential damages under any circumstances even if it has been advised of the possibility of such damage.



RETURNED GOODS Please request written consent in the rare case of a return. Samurai will not accept returns without prior written consent, as many items are special order and non-returnable. Products are only returnable within 90 days of invoice date. All authorized returns are subject to a 20% restocking fee. Authorization to return product may be withheld based upon ability to resell, condition or obsolescence. In the event of a defective spray can, which include clogged nozzles, excessive leaking or unsprayable can, the aforementioned will advise Samurai as to the number of cans, and the issues, once monthly, in writing, and Samurai will send replacement of the cans.

TRADEMARKS The Buyer shall not use the product designation of Samurai, especially trademarks belonging to or licensed by Samurai, in connection with goods made with or from products of Samurai, in the packages used for such goods, and in printed literature and advertising materials referring to such goods, without the express written permission of Samurai.



1. Hold Harmless.

_____ shall fully defend, indemnify, and hold harmless Samurai 2K Paint U.S.A, Inc. from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of _____ by Samurai 2K Paint U.S.A, Inc., its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Samurai 2K Paint U.S.A, Inc. by _____ for all legal fees, expenses, and costs incurred by it.

2. Authority to Enter Agreement.

Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver.

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service is voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Attorneys' Fees and Costs.

If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.



6. Entire Agreement.

This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. Enforceability, Severability, and Reformation.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under [insert state] law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under [insert state] law.

8. Applicable Law.

This Agreement shall be governed exclusively by the laws of New Jersey, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction.

Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of [insert state]. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures.

This Agreement shall be signed on behalf of _____ by _____, and on behalf of Samurai 2K Paint U.S.A, Inc. by Daniel Voon, and effective as of the date first written above.

By: _____ Date: _____
[insert name]

By: _____ Date: _____
Kian Woon, Voon