



LENTUS

CUSTOMER TERMS & CONDITIONS CONTACT INFORMATION

Company Name:	Lentus LLC
Federal Tax ID:	45-4594226
Headquarters Address:	400 Ring Road, Suite 101 Elizabethtown, KY 42701
Warehouse Address:	2540 S. Dixie Hwy, Suite 175A Elizabethtown, KY 42701
Phone:	+1-270-765-2212
Fax:	+1-270-765-2262
Website:	LentusLLC.com
Customer Service & Order Submission:	Orders@LentusLLC.com
Sales Support Manager:	Ashley Underwood AUnderwood@LentusLLC.com
EDI Contact:	Nici Rivas NRivas@LentusLLC.com
Product Manager:	Isabelle Patterson IPatterson@LentusLLC.com
Marketing Manager:	Sarah Strader SStrader@LentusLLC.com
Accounting:	Laura Higdon LHigdon@LentusLLC.com



LENTUS

BANK ACCOUNT INFORMATION

Remit to Address:

Lentus, LLC
PO Box: 632449
Cincinnati, OH 45263-2449

ACH Information:

Bank Name:
5th 3rd Bank
ABA No: 083002342
Account No: 7146720631

Canadian Electronic Payments:

Bank Name:
Royal Bank of Canada
180 Wellington Street,
West 5th Floor
Toronto, ON M5J 1J1
Canada

Instructions:
SWIFT Code: ROYCCAT2
Bank No: 0003
Transit: 06056
Account No: 4004297
Account Name: FTB - Lentus, LLC

Wire Transfer:

Bank Address:
5th 3rd Bank
38 Fountain Square Plaza
Cincinnati, OH 45263

Instructions:
ABA No: 042000314
Swift Code: FTBCUS3C
Account No: 7146720631



LENTUS

CUSTOMER TERMS & CONDITIONS CREDIT APPLICATION

CUSTOMER CONTACT INFORMATION

Company Name	
Phone Fax	E-mail
Registered Company Address City, State, ZIP Code	
Desired Credit Limit (Required) \$	
Are You Part of a Buying Group?	<input type="checkbox"/> No <input type="checkbox"/> Yes. If So Who?
Are You Tax Exempt?	<input type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please include a copy of tax exempt form and number. Tax Exempt Number (If Applicable)
BILL to Address City, State, Zip Code	
SHIP to Address City, State, Zip Code	
Purchasing Contact	E-mail
Sales Manager	E-mail
What Email Address Would You Like the Following Sent To:	
Invoice (INV)	Name E-mail
Advanced Ship Notice (ASN)	Name E-mail
Acknowledgments (ACK)	Name E-mail
Office Use Only, Customer Market	

BUSINESS AND CREDIT INFORMATION

Dun & Bradstreet Number	Bank Name
City, State ZIP Code	Primary Bank Address City, State ZIP Code
Phone	Phone
Fax	Account Number
E-mail	Type of Account <input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other

BROKER INFORMATION (NON U.S. ACCOUNTS ONLY)

Name	Phone
Email	Primary contact
Address	

Signature

Date

Name & Title



CUSTOMER TERMS & CONDITIONS

You have expressed an interest in being a distributor of products sourced by LENTUS, LLC ("LENTUS"). Please review, understand, and work within our Customer Terms and Conditions defined below.

LENTUS Customer Terms and Conditions:

1. **Become a Registered LENTUS Customer:**

- a. By emailing Sales@LentusLLC.com for a credit application.
- b. By registering as a LENTUS Customer and purchasing products through LENTUS, you agree that all purchases will be subject to the LENTUS Customer Terms and Conditions contained in this document. No different or additional terms shall apply except signed written agreements with LENTUS.
- c. LENTUS may change these Customer Terms and Conditions at any time and will notify you of these changes.

2. **Products/Services:**

- d. The LENTUS website offers a PRODUCT CATALOG with a variety of products.
- e. All products will meet the sales specifications in effect at time of shipment.
- f. LENTUS will provide a SDS documents for all products.
- g. Product technical information is available through the LENTUS website at www.LentusLLC.com, or the LENTUS Customer Center.
- h. LENTUS does not routinely offer samples unless requested.

3. **Pricing:**

- i. LENTUS prices are subject to change without notice. The price charged will be the price in effect at time of Order shipment. Please check with your LENTUS CSR for the latest pricing.
- j. Payment is expected in U.S. Dollars only.
- k. Prices do not include local taxes. Any applicable taxes or government charges will be added to the price.

4. **Orders:**

- l. As a Registered LENTUS Customer, you may place your Orders with your CSR or when available by using the LENTUS website.
- m. Orders may contain multiple products and may be drop shipped to a registered location. Each line item may ship separately.



CUSTOMER TERMS & CONDITIONS

4. **Orders Cont:**

- c. LENTUS orders will typically be shipped within 2 business days of order placement. Stock items should ship within 2 business days, made to order items are subject to take up to 7 business days.
- d. Customers are responsible for notifying LENTUS that their order is a Defense Priorities and Allocation System Program (DPAS) order when submitting a PO.
- e. LENTUS will allow some Products from the same Product family to be combined on a single order for a single ship date to reach tiered pricing levels.

5. **Order Changes/Cancellations:**

- a. Typically orders, for standard products, placed with LENTUS by customers with approved credit are shipped within 2 business days or less from date you place the order. You may change the quantity, change the ship date, delete any line on the order or cancel the entire order without charge prior to shipping, unless otherwise stated on the price sheet.
- b. CANCELLATION AND RETURNS. LENTUS must approve cancellation of any order prior to shipment. Orders for special or nonstandard Products may not be canceled or returned. Any returns for shipping errors, damage or loss upon delivery must be reported within 10 days of the delivery date. Except as otherwise agreed, Products will not be accepted for return after 30 days from the date of delivery to the Purchaser or if the product is within appropriate shelf life as determined by the manufacturer. Any cancellation or returns accepted may be subject to a restocking fee or other charges, for which the Purchaser shall be responsible. LENTUS does not take title to the returned Products and risk a loss remains with Purchaser until the return Products are received by LENTUS. All returns should be made to a LENTUS Branch or as otherwise designated by LENTUS and must be in sellable condition and accompanied with the original invoice.
- c. Returns must be authorized by Lentus and will be subject to a 15% restocking fee. All returns must be within the shelf life of the product; must be in the current packaging and in sellable condition.

6. **Shipments and Freight:**

- d. U.S. CARIBBEAN, AND CENTRAL AMERICA: CIP/CIF, Named Place of Destination is Carriage and Insurance paid to named place. Named place for domestic ground shipment is "Customer Location". Named place for an international shipment is sea "Port or Airport Destination" or land "Customs Freight Station".
- e. CANADA: DDP=DDP, Customer Location; DDP is Delivered Duty Paid to Customer Location.
- f. MEXICO: FCA=FCA, Named Location at Origin FCA is Free Carrier at a Named Location at Origin. The named place will always be either a valid ship to site (load transfer point), or customer's forwarding agent at origin border.



CUSTOMER TERMS & CONDITIONS

6. Shipments and Freight Cont:

- d. The freight terms applicable to your Order will be determined by LENTUS. LENTUS standard freight terms are CIP, for most countries. For CIP shipments to a customer located in the United States, we will deliver to your registered customer location. For CIP shipments to a customer outside the United States, we will deliver to a named port in your country; you will be responsible for customs clearance, inland freight and other associated costs.
- e. If the shipment cannot be unloaded promptly at your delivery site, you will be responsible for paying demurrage charges.
- f. You must document any quantity discrepancies on the carrier's delivery note and notify us of the discrepancy within three (3) business days.
- g. LENTUS does not accept customer returns without a LENTUS authorized Return Merchandise Authorization (RMA). All returns must be within the shelf life of the product; must be in the current packaging and in salable condition.

7. Credit and Payment Terms:

- a. With approved open credit, our standard payment terms are net thirty (30) days from the date of invoice. Invoices are issued and dated when the product(s) ship from the LENTUS ship site. For orders with transit time of greater than thirteen (13) days from the LENTUS ship site to the named port, with approved credit, we offer payment terms of net sixty (60) days from the date of invoice.
- b. The payment due date is the date LENTUS expects to receive payment. No unauthorized deductions are allowed. If payment is not received by the due date, all past due balances will incur late fees assessed at an annual percentage rate of 18% (or the maximum allowable interest rate permitted by law whichever is less). We may delay or cancel any Order on an account with any past due balance. In addition, you will not be able to place new orders until past due balances are paid.
- c. For customers without approved open credit, other accepted payment methods include:
 - i) Visa or MasterCard. We will charge your account for the payment, plus a service charge of 3% per transaction, at least five (5) business days prior to the planned ship date. If the charge is rejected by the credit card company, your Order will not be shipped.
 - ii) Payment in Advance. Payment in full must be received at least five (5) business days prior to the planned ship date.
 - iii) Letter of Credit. If you plan to pay with a letter of credit, you will need to complete our Letter of Credit form. Letters of Credit must be in US dollars and must be received at our designated office at least five (5) business days prior to the planned ship date. We reserve the right to reject Letters of Credit with discrepancies
- d. If payment in advance or Letter of Credit is not received at least five (5) business days prior to the planned ship date, we will cancel your order.
- e. You will be responsible for any bank, currency conversion or other transaction charges.



CUSTOMER TERMS & CONDITIONS

8. **Communications:**

- a. By Registering as a LENTUS customer you agree to accept e-mails and self-serve web-based communications in lieu of hard copy documents mailed to you.
- b. For each order, you will receive the following e-mail communications:
 - i) Notice of Order Receipt or Change — We will send an automatic e-mail notice when your order is received or changed. Line items with a planned ship date indicate that we have confirmed/accepted that line item on your order. Line items without a confirmed ship date have not been accepted. The notice contains a link to your Order Acknowledgment.
 - ii) Notice of Shipment — We will send an automatic e-mail notice when we ship one or more of the products you ordered. Contact your LENTUS CSR at Orders@LentusLLC.com for Certificates of Analysis and Safety Data Sheets for the products you ordered.
 - iii) Notice of Invoice — We will send an automatic e-mail notice to you when your invoice has been issued. The notice will contain your Invoice. If local laws require Invoices to be sent with your shipment, we will comply with the law. If you encounter any problems with receiving or retrieving any of these documents, please email Orders@LentusLLC.com

9. **Other Terms:**

- c. **END USE.** You are solely responsible for determining the suitability of the Products for the uses contemplated by you or your customers. You assume all risk and liability for loss, damage, or injury to your property and others arising out of the use or possession of the Products furnished under this agreement. The Products are neither tested nor represented as suitable for medical or pharmaceutical uses.
- d. **DISCLAIMER OF WARRANTY.** Materials subject to this purchase order are provided "as is" without warranties of any kind either express or implied. To the fullest extent possible pursuant to all applicable laws, LENTUS disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or other violations of rights. LENTUS does not warrant or make any representation regarding the use, validity, accuracy or reliability of, or the results of the use of, or otherwise respecting, the materials on this site or any other sites linked to this site.
- e. **LIMITATION OF LIABILITY.** In no event will either party be liable for any special, indirect, incidental, consequential or exemplary damages in connection with or arising out of this agreement, including, but not limited to, damages for injuries to persons or to property or to loss of profits or loss of future business or reputation whether based on tort or breach of contract or other basis, even if it has been advised of the possibility of such damages. In no event will LENTUS's liability for Purchaser's direct damages exceed the purchase price of the Product. Regardless of whether any remedy provided for hereunder fails for its essential purpose, the allocation risk in these terms of purchase is material to this transaction, and the limitations of liability in this section shall be given full effect, and Purchaser acknowledges and agrees that LENTUS will not enter into this transaction without the limitations of liability herein.



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9. **Other Terms Cont.:**
- f. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Kentucky.
 - g. **COMMENCEMENT OF SUIT.** Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.
 - h. **NON-ASSIGNMENT.** You shall not assign or transfer your rights and duties under this Agreement without the prior written consent of LENTUS.
 - i. **WAIVER.** LENTUS's waiver of a breach by you of any provision of the Agreement shall not constitute a waiver of any other breach, or a waiver of a subsequent breach of the same provision.
 - j. **SEVERABILITY.** If one or more of the provisions of this Agreement shall be found, by a court with jurisdiction, to be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any of the remaining provisions of this Agreement. The parties agree to attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision, which achieves to the greatest extent possible the economic objectives of the illegal, invalid or unenforceable provision.
 - k. **ENTIRE AGREEMENT.** These Customer Terms and Conditions together with the LENTUS sales specifications in effect at the time of shipment represent the entire agreement between LENTUS and you with respect to the sale of products. No different or additional terms or conditions in any purchase orders or other documents will apply unless specifically agreed by the parties in writing.

By signing below, you agree you have read and accept the Lentus Customer Terms & Conditions.

Signature

Date

Name & Title

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. <i>See Specific Instructions on page 3.</i>	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) LENTUS LLC			
	2 Business name/disregarded entity name, if different from above.			
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>			
	5 Address (number, street, and apt. or suite no.). See instructions. 400 RING ROAD		Requester's name and address (optional)	
	6 City, state, and ZIP code ELIZABETHTOWN, KY 42701			
	7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
4	5	-	4	5	9	4	2	2	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).