



TRAINING CLASS ENROLLMENT FORM

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Los Angeles

13025 Meyer Rd. Santa Fe Springs CA 90670

Inland Empire

16748 Boyle Ave, Fontana, CA 92337

DATE:

CUSTOMER INFORMATION

COMPANY NAME:

ADDRESS(City/State/Zip):

EMAIL:

PHONE #:

Referred by EQD Rep:

CLASS INFORMATION

CLASS DATE:

TIME:

DAY:

CLASS LOCATION:

☐

Santa Fe Springs

☐

Fontana

☐

On Site

TYPE OF CLASS:

☐

OST (ENG)

☐

OST (SPAN)

☐

OST (Bilingual)

☐

Forklift TTT (Train the Trainer)

Other

TYPE OF FORKLIFT:

☐

Sit Down

☐

StandUp/ Reach

☐

Order Picker

☐

Aerial OST

Aerial TTT

NUMBER OF STUDENTS:

of ENGLISH:

of SPANISH:

STUDENT'S NAME:

COST PER STUDENT:

COST/SESSION:

TOTAL AMOUNT: \$

BILLING INFORMATION

P.O. #:

ACCT #:

CHECK #:

RECEIPT #:

SO #:

C CARD #:

EXP. DATE:

CC CODE:

TERMS

PLEASE READ THE FOLLOWING NOTICE CAREFULLY BEFORE SIGNING THIS ENROLLMENT FORM:

- Fees must be paid, or a credit account set up, prior to the class date. Please confirm all information such as time, date and location where class will be held is accurate.
- Credit Card Payment – NOTE: There will be a 3% processing fee added for all credit card transactions.**
- By signing this Form, Buyer unconditionally accepts and agrees to be bound by the provisions on the reverse side hereof, which includes seller's terms and conditions, all of which are incorporated by reference into this Form for all purposes. This Form, including all aspects of Buyer's purchase of services and equipment from seller, shall be governed by and subject to the provisions found on the reverse side hereof.

CANCELLATION POLICY:

- If you are not able to attend a scheduled training class and do not give EQD a 24-hour notice, we will invoice your company for the total amount of the training class which you may use as a credit for a future class within one year of the invoice date.
- If EQD should cancel the training for any reason, we will reschedule your class for another day within 30 days of the cancellation date.

Authorized Contact Name:

Signature:

Position/ Title:

Date:

TERMS AND CONDITIONS AGREEMENT ("AGREEMENT")

1. **DEFINITION.** "Buyer" means the party identified on the reverse side of this Agreement that is purchasing certain equipment and/or services from Seller. "Seller" means - Equipment Depot California, Inc..
2. **QUOTATION.** This quotation is an offer to sell certain equipment ("Equipment") or services ("Services") as described in this quote to Buyer and is tendered by Buyer for acceptance by Seller. This quotation can only be a binding offer if signed by the General Manager or General Sales Manager at the branch of Seller's sales and service office stated herein. Upon said acceptance, this Agreement shall be effective after and shall survive (i) delivery of the Equipment or completion of Services, as applicable, and (ii) the signing of any additional security agreement relating to Equipment. If the terms hereof conflict with any such security agreement, the terms of the latter shall control.
3. **SHIPMENT.** Unless otherwise agreed in writing, all prices are for material packed for domestic shipment and for delivery F.O.B. factory or point of shipment. Shipping dates are approximate and based on prompt receipt of all necessary information. Notwithstanding anything to the contrary, all risk of loss for the Equipment shall be upon the Buyer from point of shipment. Buyer shall pay all transportation and delivery charges to final destination.
4. **PRICES.** Prices quoted herein are based on present costs. Prices are subject to increase by Seller at any time prior to commencement of Services, or delivery in respect of all or any portion of the Equipment, on order for scheduled commencement or delivery more than six (6) months from order date, to the extent necessary to cover Seller's increased costs applicable thereto.
5. **PAYMENT.** Partial shipments may be made and payments therefor shall become due in accordance with the terms hereof. Finance charges are subject to rates in effect at time of delivery of Equipment. The terms of sale herein are subject to credit approval and Seller may at any time prior to commencement of Services or delivery of Equipment modify the terms of payment originally specified to assure prompt payment for the Services and/or Equipment ordered.
6. **TAXES.** The amount of taxes stated on the face hereof, if any, is approximate only. Buyer is liable for the full amount of taxes applicable to or as a result of this transaction, exclusive of franchise taxes and taxes measured by the net income of Seller. Buyer shall pay the amount of all such taxes as at any time requested by Seller as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefor.
7. **SECURITY INTEREST AND DEFAULT.** Seller shall retain a security interest in Equipment until the total selling price, including taxes, delivery and other charges, is paid in full by Buyer. Buyer agrees to sign and deliver to Seller any additional security interest and UCC documents required by Seller and agrees to do such other acts and execute such other instruments as Seller may request to give Seller a valid security interest in the Equipment.

If Buyer fails or refuses to accept delivery of the Equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this Agreement, Seller may retain the cash deposited or paid to it and the Equipment accepted by it on account of the sale price, if any, and apply the same toward payment of its damages. If the Equipment has been delivered to Buyer at the time of default, Seller may declare the full amount due and payable without notice or demand and may repossess the Equipment. Repossession and disposition of the Equipment, and suit for any deficiency, shall be pursuant to applicable laws. The remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies available to Seller's at law or in equity.
8. **WARRANTY.** The manufacturer's warranty for Equipment in effect at the time of sale confirmation for the Equipment shall apply. Seller makes no representations or warranties of any kind or character as to the Equipment, and hereby disclaims all warranties or representations, expressed or implied, including but not limited to the warranties of fitness for any particular purpose, merchantability, quality, design or condition of the Equipment, or conformity to models or samples.
9. **DELAYS.** Seller shall not be liable for loss or damage due to delay in delivery or manufacture of the Equipment, or commencement or completion of Services, resulting from any cause beyond Seller's reasonable control, including but not limited to, compliance with any regulations, orders, or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation or Seller's inability to obtain necessary labor, manufacturing facilities or materials from the Seller's usual sources; and any delays resulting from any such cause shall constitute a waiver of all claims for damages. **IN NO EVENT SHALL BUYER OR SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER SAME MAY BE CAUSED.**
10. **CANCELLATION.** Buyer may cancel its order, reduce quantities, revise specifications or scope or extend schedules only by agreement by Seller in its sole discretion. In the event of such agreement, Buyer shall be liable for reasonable and applicable charges which shall include but not be limited to restocking fees, freight charges, cancellation charges, demobilization costs, or other similar charges, and shall also take into account expenses already incurred or to be incurred by Seller and commitments made by Seller, and Buyer shall indemnify Seller against any losses resulting therefrom.
11. **ENTIRE AGREEMENT AND APPLICABLE LAW.** The rights and obligations of Seller and Buyer under any order placed pursuant hereto shall be governed by the laws of the state of California. The provisions hereof are intended by Buyer and Seller to be the entire agreement pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto pertaining to the subject matter hereof. No waiver, modification or addition to any of the terms hereof shall be binding on Seller unless made in writing by the General Manager or the General Sales Manager at Seller's branch as stated herein. In the event of conflict between a service agreement or Buyer's purchase order and the terms hereof, the latter shall control.
12. **TITLE.** Title to the Equipment shall not pass to Buyer until the purchase price has been paid in full. In the event of non-payment within sixty (60) days after delivery, Seller reserves the right to repossess the Equipment and to charge a reasonable sum for the use thereof during the period from delivery to repossession.
13. **ENFORCEABILITY.** If any part or provision of this Agreement is declared invalid by a competent authority, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement. The parties agree that the part(s) of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent required to make it enforceable, or, if necessary, the Agreement shall be deemed to be amended to delete the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein.

(Rev. 7-2019)