



Phone Number 413) 562 – 8000

FAX Number (413) 564 - 0281

**Credit Application for NET 30 DAY Account**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City & State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Authorized Purchasers: \_\_\_\_\_

P.O. Required?: \_\_\_\_\_

Federal ID # \_\_\_\_\_ Tax Exemption # \_\_\_\_\_  
*(Copy of tax exempt certificate must be attached)*

Type of Business: \_\_\_\_\_

Corporation: \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_

Years in Business \_\_\_\_\_ DUNS # \_\_\_\_\_

Name of Officers: President: \_\_\_\_\_

V.P. Finance: \_\_\_\_\_

**References: (Name, Address, Contact Name, Area Code & Phone No.)**

Bank: \_\_\_\_\_

Trade #1: \_\_\_\_\_

Trade #2: \_\_\_\_\_

Trade #3: \_\_\_\_\_

All applications must be complete in full **AND** signed. The undersigned has given the above information for open account consideration and represents that said information is accurate and complete. The applicant agrees to pay for all goods and services rendered within the attached terms and conditions.

I, the undersigned, authorize the above creditors to release all information needed to this vendor for credit approval.

I, the undersigned, also give my personal guarantee for any debts incurred.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

## **TERMS & CONDITIONS**

1. **PRICE.** Prices are subject to change by Seller without notice. Increases in labor, freight and material costs before completion of contract plus applicable overhead may be invoiced to Buyer. Premium time as required by buyer will be invoiced as an extra item.
2. **DELIVERY OR PERFORMANCE.** Unless otherwise specified on the face hereof, all deliveries are F.O.B. point of shipment. Shipment will be made in accordance with Seller's instructions. Upon delivery of goods to carrier, Buyer assumes risk of all loss and damage resulting from any caused whatsoever. Shipping, delivery or performance dates are approximate and are not guaranteed. Seller may ship and invoice for a quantity of up to ten percent over or under the quantity specified and Buyer agrees to accept and pay for such quantity and Seller's performance shall be deemed complete. Partial deliveries shall be accepted and paid for by Buyer at contract prices and terms.
3. **FORCE MAJEURE.** Seller shall not be liable for delay or other failure of performance due to causes beyond its reasonable control including without limitation, acts of God, acts of Buyer, acts of military or civil authorities, fire or other casualty, strikes, lockouts, weather, epidemic, war, riot delays in transportation or car shortages, or inability to obtain necessary labor, materials, components, equipment services, energy of utilities through Seller's usual and regular sources at usual and regular prices, to any such event Seller may, at any time without further liability to Buyer, (a) postpone performance under this contract, (b) make partial performance or cancel all or any portion of this contract, or (c) allocate available quantities among its customers in any manner which Seller deems reasonable. Cancellation of any part of this contract shall not affect Buyer's duty to pay for performance of any other part thereof.
4. **WARRANTY AND REMEDY.** Unless otherwise expressly stated on the face hereof, Seller warrants to Buyer, for a period of six months from the date of shipment and/or performance of services, that its services hereunder are performed in a good and workmanlike manner and that goods delivered hereunder are free from defects in materials and workmanship, except that materials furnished by Seller's suppliers or subcontractors are warranted by Seller only to the extent of the supplier's or subcontractor's express warranty to Seller. The foregoing is exclusive and in lieu of all other warranties whether written, oral or implied, including any warranty of performance, merchantability or fitness for purpose, and supersedes and excludes any oral warranties or representations or written warranties or representations, not expressly designated in writing as a "warranty" or "guarantee" of seller, made or implied in any manual, literature, advertising brochure or other materials.
5. **LIMITATION OF SELLER'S LIABILITY.** Seller's liability and buyer's exclusive remedy shall be limited to replacement or repair, at seller's option, of any defective goods or any part thereof or reperformance of any services. In no event shall seller be liable for special incidental or consequential damages or for damages in the nature of penalties. If the other remedies provided hereunder fall of their essential purpose, Buyer's sole and exclusive remedy shall be, upon return of the goods, the refund of whatever portion of the purchase price has been paid. Buyer shall pay all transportation charges to return goods to Seller for repair, replacement, or if required, return of the purchase price. Seller shall make no allowance for repair or alterations made by Buyer, unless made with Seller's prior written consent.
6. **LIMITATION OF ACTIONS.** Any action for any loss or damage with respect to the goods or services covered hereunder must be commenced by Buyer within one year after Buyer's cause of action has accrued.
7. **INDEMNIFICATION AND WAIVER.** Buyer shall defend, indemnify and hold harmless Seller from any loss or damage sustained directly by Seller and from and against all claims asserted against Seller with respect to the goods or services covered hereunder arising in whole or in part out of (a) failure of Buyer, its agents, employees or customers to follow specifications, instructions, warnings, or recommendations furnished by Seller; (b) failure of Buyer, its agents, employees or customers to comply with all applicable legal requirements including the Occupational Safety and Health Act of 1970; (c) misuse of the goods by Buyer, its agents, employees, or customers; (d) misrepresentation by Buyer, its agents, employees or customers; (e) the sole or contributing negligence of Buyer, its agents, employees or customers; or (f) alleged infringement of any patent, trademark, trade secret or copyright as a result of Seller's performance in accordance with Buyer's designs, plans or specifications. Buyer hereby waives and releases Seller from all rights of contribution or indemnity to which it may otherwise be entitled. As sued in this paragraph, the term "Seller" shall mean Seller, its parent subsidiaries and affiliated entities and its and their officers, directors, agents, employees and subcontractors.
8. **CANCELLATION BY BUYER.** Buyer may cancel this contract only upon written notice to Seller and payment of reasonable cancellation charges including (a) the price for goods and services completed prior to Seller's receipt of such notice; (b) all costs previously incurred in connection with uncompleted goods or services together with reasonable profit thereon; and (c) the expenses incurred by Seller by reason of such cancellation.
9. **TAXES.** All taxes and other charges imposed by federal, state, local or foreign governments on the manufacture, sale, shipment, import, export or use of the goods or services (other than income taxes) shall be paid by Buyer. Buyer shall defend, indemnify and hold harmless Seller from and against all liabilities for such taxes or charges and attorneys' fees or costs incurred by Seller in connection therewith.

- 10. ADVISE AND ASSISTANCE.** Upon request Seller, in its discretion, may furnish as an accommodation to Buyer technical advice of assistance regarding the goods or services. Seller assumes no obligation or liability for the advice or assistance given or results obtained, which shall be at Buyer's sole risk.
- 11. BUYER'S MATERIALS.** All of Buyer's tooling, goods and other property in Seller's possession shall be fully insured by buyer and Buyer releases Seller from liability for loss or damage to such materials caused by Seller's negligence or otherwise. At any time after one year since completion of any order requiring the use of such materials, Seller may use or dispose of such materials without liability to Buyer.
- 12. SELLER'S PROPRIETARY RIGHTS.** All drawings, inventions, or improvements made by or for Seller in connection with the performance of this contract shall be Seller's property. Buyer shall not reproduce any drawing furnished by Seller. Buyer shall not use or disclose any of Seller's trade secrets or confidential information, whether or not designated as such except as required in connection with the use of the goods or services covered hereunder.
- 13. SECURITY AGREEMENT, CREDIT AND COLLECTION.** To secure payment of all sums due Seller hereunder or otherwise, Seller shall retain a security interest in the goods delivered hereunder and this contract shall be deemed a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and on Buyer's behalf all documents Seller deems necessary to perfect such security interest. Seller is relying upon Buyer's representations of solvency and if Seller at any time reasonably believes that Buyer is insolvent or that buyer's credit is impaired, Buyer shall be in material breach hereof and Seller may, without liability to Buyer, withhold performance hereunder, change the payment terms and/or repossess goods theretofore delivered. Title to the goods covered hereby shall remain with Seller until full payment is received. Seller may charge Buyer finance service or late charges in an amount not greater than allowed by law, and if Buyer fails to make payment when due, Buyer shall be liable to Seller for all costs of collection including attorney's fees.
- 14. MISCELLANEOUS.** This contract constitutes the entire agreement between Buyer and Seller relating to the goods or services covered hereunder. No modifications shall be binding upon Seller unless in a writing signed by Seller's duly authorized representative. No waiver by Seller of default by Buyer shall be deemed a waiver of any subsequent default. Captions used herein shall have not substantive significance.