

11040 Parker Drive W.C.I.D.C. IV Irwin, PA 15642

Phone: 1-800-544-4338

Fax: 412-751-4824

CREDIT APPLICATION

COMPANY NAME: _			DATE:
BILLING ADDRESS:			ESS:
		_	
	PHONE:		FAX:
FEDERAL TAX ID #:			
NAME/OR AD COMPANY	SE AS TO ANY OTHER DRESS IN WHICH THE CONDUCTS OR HAS CTED BUSINESS:		
TYPE OF BUSINESS	:		
NUMBER OF YEARS	S IN BUSINESS:		
PRESIDENT OR GE	NERAL MANAGER:		
CONTACT:		ACCOUNTING MAN	AGER:
BANK REFERENACI	≣:		
	W		
		-	
DI EACE DOOMDE A	TLEAST THREE (3) CREDIT REFERAL	NOTO.	
	TILEAST THREE (3) OREDIT REFERAL		

PHONE.		PHONE:	
PHONE:		PHONE:	
FAX:		FAX:	

Terms of Sale

- Taxes: Prices on the specified products are exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.
- 2. Terms of Payment: Net cash 30 days, or 2% percent discount for payment received within ten days. All bills will be dated the day of shipment.
- Delivery: Terms shall be F.O.B. Seller's premises. Freight charges are the responsibility of the Buyer. Special handling charges by carrier shall be paid by Buyer. In the case of parcel post and express shipments, the actual cost of delivery will be charged.
- 4. Delays: Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay, if such delay is, directly or indirectly, caused by, or in an manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond its control.
- 5. Conditions: All orders or contracts are accepted with the understanding that they are subject to Seller's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Seller's current manufacturing schedules, and government regulations, orders, directives, and restrictions that they may be in effect from time to time.
- 6. Materials: Materials furnished by Seller are to be within the limits and of the sizes published by Seller and subject to Seller's standard tolerances for variations.
- 7. Nonconformity: All materials made by Seller are to be inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Seller, Buyer shall not return the goods, but shall notify Seller immediately, stating full particulars in support of his claim, and Seller will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.
- 8. No Warranties: The advice of Seller's technical staff is available to the trade, but Seller, not controlling or supervising the subsequent manufacture, fabrication, or installation of its products or their use after sale, does not warrant or guarantee such advice. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INUCLING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN CONTRACT OF PURCHASE OR ACKNOWLEDGEMENT OF ORDER, BUT IN SUCH CASE SUCH WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED.
- 9. Special Orders: All goods manufactured by Seller are made to the unique specifications of Buyer and are considered special orders by Seller. Buyer shall defend, protect, and save harmless Seller against all suits of law or in equity and from all damages, including attorney's fees and defense costs, claims, and demands for actual or alleged infringement of any United States of foreign patent and shall defend any suit or actions which may be brought against Seller for any alleged infringement because of the manufacture and/or sale of the material covered thereby.
- 10. Applicable Federal Laws: Seller will comply with all federal laws and regulations which govern Seller's performance hereunder.
- 11. Acceptance: This is not a firm offer and may be changed or revoked at any time. Acceptance of this offer is expressly limited to the exact terms contained herein and any attempt to alter or omit any of such terms shall be deemed a rejection and a counteroffer.