

PACIFIC PARTS & CONTROLS, INC.

6255 PRESCOTT COURT

CHINO, CA 91710

909-465-1174 FAX 909-465-1178

CREDIT INFORMATION SHEET

(FOR THE CONFIDENTIAL USE OF THE CREDIT DEPARTMENT)

NAME OF FIRM _____

NAME OF PARENT COMPANY IF SUBSIDIARY OR A DIVISION OF _____

(STATE) _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

(_____) _____
TELEPHONE NUMBER

(_____) _____
FAX NUMBER

SHIPPING ADDRESS (If different from above) _____

CITY _____

STATE _____

ZIP _____

GENERAL INFORMATION

TYPE OF BUSINESS _____

YR. ESTABLISHED _____

PRESENTLY A:

CORPORATION

PARTNERSHIP

PROPRIETORSHIP

(SSN: _____)

THE OWNERS AND OPERATORS ARE:

NAME

TITLE

ADDRESS

CITY

1. _____

2. _____

3. _____

ELECTRICAL CONTRACTOR'S LICENSE NO. _____ STATE _____

BONDING COMPANY: _____

APPROXIMATE MONTHLY CREDIT REQUIREMENT \$ _____

ARE MONTHLY STATEMENTS REQUIRED? YES NO

RESALE NUMBER _____ TAXABLE? YES NO
(if NO, Please provide a resale authorization card)

CREDIT REFERENCES / PRINCIPAL SUPPLIERS

WE HAVE REGULAR CREDIT ACCOUNTS WITH THE FOLLOWING AND AUTHORIZE YOU TO CONTACT THEM FOR NECESSARY CREDIT INFORMATION

1. NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NO. (_____) _____ FAX NO. (_____) _____

2. NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NO. (_____) _____ FAX NO. (_____) _____

3. NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NO. (_____) _____ FAX NO. (_____) _____

4. NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NO. (_____) _____ FAX NO. (_____) _____

PRINCIPAL BUSINESS BANK _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TYPE OF ACCOUNT _____ ACCOUNT NO. _____

TELEPHONE NO. (_____) _____

(Signature required on
"Terms & Conditions")

(The following section must be READ, SIGNED and RETURNED with the Credit Application)

TERMS AND CONDITIONS

- 1. **GENERAL TERMS:** This is a memorandum of the terms and conditions of sale. Modifications, changes, additions, cancellations, or suspensions will not be binding unless accepted in writing. When your orders contain provisions inconsistent with the provisions of the invoice, ours shall prevail and any changes in quantities ordered are subject to price revision if necessary.
- 2. **TITLE AND RISK:** Unless otherwise specified in writing, the Seller retains title until payment is received by Seller. Irrespective of this provision, and of the provisions concerning prices and transportation charges, risk of loss or damage shall pass to Buyer or to any common contract carrier, as the case may be, whichever first occurs. If we assist Buyer in processing claims against carriers, we shall not incur any liability therefore.
- 3. **DELAYS:** All estimates as to deliveries are based upon conditions prevailing at date of quotation and Seller will use his best efforts to meet the estimated delivery date. In the event that there are any delays in deliveries, the Seller shall not be liable therefore and the Buyer agrees to accept such deliveries when made by Seller. If the Seller is unable to deliver material for account of Buyer's orders or contracts for any of the following causes, inadequacy of labor, fuel, power, materials, facilities of supplies, strikes, lockouts, war, blockages or embargoes, acts or requirements of any State, or beyond reasonable control of the Seller, whether of a similar or different nature than the foregoing, the Seller may cancel the Buyer's order or contract with respect to such material without liability to either party.
- 4. **CANCELLATION:** Orders shall not be canceled except upon mutual agreement. Seller will not in any event agree to cancellation when special stock has been manufactured to order, or because of any price changes.
- 5. **CREDIT POLICY:** Payments of each invoice whether or not such invoice covers the entire order, shall be made in accordance with the terms of payment which are effective on the actual date of invoice; cash discount, when allowed does not apply to State or Federal taxes, transportation charges or containers. Past due accounts are subject to an Administrative Late Charge of 1½% per month. In the event that legal action is required for collection of past due monies, Buyer shall pay all attorney's fees and court costs.
- 6. **ADEQUATE ASSURANCE OF PERFORMANCE:** If the Buyer fails to fulfill the terms of payment of any invoice or if the financial responsibility of the buyer shall become impaired or unsatisfactory to the Seller, or if necessitated by any acts of any governmental authority, the Seller reserves the right to change terms of payment and/or deter or discontinue further shipments without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of Buyer's credit standing are received by the Seller or until such acts or requirements of such governmental authority shall have been complied with. The Seller also reserves the right in the case of any of the foregoing events to cancel the contract, in which event the Buyer shall compensate the Seller for any commitments, obligations, expenditures, expenses and costs the Seller may have incurred in connection with the contract. Each shipment by the Seller shall be considered a separate transaction and if payment is not received therefor within the periods specified herein, the Seller may bring a separate suit to recover the contract price of each such shipment.

If any of the following events occur, Seller shall have the right to demand assurance from Buyer that payment in full will be made:

- 1. Buyer is delinquent in making payment hereunder for a period of 45 days.
- 2. Buyer fails to meet his obligations with his other suppliers as they occur.
- 3. A Writ of attachment or judgment is entered in any court of competent jurisdiction.

On written demand for assurance by Seller, Buyer shall, within five (5) days after receipt thereof, furnish, in amount sufficient to secure the full payment of the balance of any monies due hereunder on account of the purchase price, either penalty bond issued by a competent surety company, or security or other liquid collateral to be held in escrow by an attorney at law as designated by Seller, to secure the payment of the purchase price as aforesaid.

- 7. **SAMPLES:** When, as part of the condition of sale, samples are to be submitted for approval, approval of the samples is understood to mean that they are acceptable to you as is and is our authority to proceed with any production as released. Any changes in specifications after dies have been completed are subject to costs of charges necessary for extra tooling.
- 8. **BUYER'S INSPECTION DUTIES:** As soon as goods are delivered to Buyer, Buyer shall inspect the goods, whether or not the inspection of the goods is difficult due to size of the goods or manner of packaging of the goods. Notice in writing shall be given in five (5) days after receipt of goods of any defects or omissions. Failure to give written notice specifying in detail the objections of the Buyer, within five (5) days after receipt shall constitute irrevocable acceptance of the goods. Goods subject to complaint must be kept intact and protected until Seller has had a reasonable opportunity to inspect the goods and arrange for repair or replacement of the goods.
- 9. **LIMITATION OF DAMAGES OR BUYER'S REMEDIES:** The goods sold are warranted to be free from defect in material and workmanship for a period set forth by the manufacturer. NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE MADE BY THE SELLER. SELLER HEREBY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED. SINCE IN THE CASE OF CONSUMER PRODUCTS SOME STATES DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR THE EXCLUSION OF SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ONE OR MORE OF THE EXCLUSIONS MAY NOT APPLY TO CONSUMER PURCHASES LOCATED IN SUCH STATES.

Buyer's exclusive remedy on account of the furnishing of material that does not conform to this contract shall be, at Seller's option, to secure replacement thereof or payment of the claim (which shall not exceed the purchase price of goods in respect of which such claim is made); in no event shall Seller be liable for special, indirect, incidental or consequential damages.

- 10. **BUYER'S HOLD HARMLESS:** The Seller shall not be liable for infringement of any patents, domestic or foreign, arising out of use, installation or resale of material to be furnished under this proposal. If such material is manufactured or furnished by the Seller in accordance with the Buyer's instructions or specification, the Buyer will keep the Seller harmless from liability or expense of any nature or kind whatsoever based on or arising out of any claim for infringement of any patent, domestic or foreign.
- 11. **TAXES:** Quoted prices do not include tax. If we are required to pay or collect any tax, excise, duty or levy now or thereafter exacted or imposed by any governmental authority on the manufacture, sale, delivery, and/or use of any item delivered, an additional charge will be made therefore unless we are furnished with a proper exemption certificate in those cases where its use is authorized by law.
- 12. **LIMITATIONS OF SELLER'S RESPONSIBILITY:** Seller is a material supplier only, and not a building contractor. Seller is not responsible for architectural plans, job site or field measurements, costs of job site rework, cost of delay damages or other installation costs. No claims by Buyer for installation or removal costs of defective material will be honored by us, nor will claims for right to recover by securing substitute goods or any other special, consequential, or incidental damages.
- 13. **AUTHORITY OF SELLER'S AGENTS:** No agent, employee, or representative of Seller, has any authority to bind Seller to any affirmation, representation, or warrant concerning the goods sold, unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this writing, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.
- 14. **MODIFICATIONS:** These terms and conditions of sale can be modified or rescinded only by a writing signed by Seller.
- 15. **CONSTRUCTION AND VENUE:** This agreement shall be interpreted under the Uniform Commercial Code as adopted in the State of California and jurisdiction and venue for the resolution of any dispute arising from this agreement shall be in any judicial district in the County of San Bernardino. The provisions of this agreement are severable. Unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

Please sign and return to PACIFIC PARTS & CONTROLS, INC. 6255 Prescott Court, Chino, CA 91710 909-465-1174 fax 909-465-1178

We understand, acknowledge and accept Pacific Parts and Controls, Inc. terms of sale and certify that the information given is true and correct.

COMPANY NAME _____

DATE _____

SIGNATURE _____

TITLE _____