

# CREDIT APPLICATION



Date:

Company Name:

Billing Address:

City:  State:  Zip:

Shipping Address:

City:  State:  Zip:

Trade Style(DBA):  Phone:  Fax:

Date Established:  Fed ID No.

Tax Status:  Taxable  Resale **Note: If non-taxable, please provide a signed & dated resale certificate.**

Accounts Payable Contact:  Ph.  Email:

A.  Sole Proprietorship B.  General Partnership C.  Corporation

**Note: If A or B is checked above, please complete the following:**

Name of Principals	Residential Street Address	City/State/Zip	Social Security No.
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1.	<input type="text"/>	<input type="text"/>	<input type="text"/>
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2.	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Primary Account Users:

### Trade References:

Name	Street Address	City/State	Zip
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1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	Phone: <input type="text"/>
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Account Number:	<input type="text"/>	Fax: <input type="text"/>
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2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	Phone: <input type="text"/>
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Account Number:	<input type="text"/>	Fax: <input type="text"/>
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3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	Phone: <input type="text"/>
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Account Number:	<input type="text"/>	Fax: <input type="text"/>
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### Bank Reference:

Name	Street Address	City/State	Zip
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1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	Phone: <input type="text"/>
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Account Number:	<input type="text"/>	Fax: <input type="text"/>
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Type of Account:

**TERMS ARE NET 15-30 DAYS. THE ABOVE INFORMATION IS PROVIDED FOR THE PURPOSE OF OBTAINING CREDIT AND IS WARRANTED TO BE TRUE. WE HEREBY AUTHORIZE RELEASE OF CREDIT INFORMATION TO FLUID SOLUTIONS INTERNATIONAL INC. ON REFERENCES LISTED ABOVE OR ATTACHED.**

Signature Print	Name	Title (Owner, Partner or Corp. Officer)
<input type="text"/>	<input type="text"/>	<input type="text"/>

Signature Print	Name	Title (Owner, Partner or Corp. Officer)
<input type="text"/>	<input type="text"/>	<input type="text"/>

# TERMS AND CONDITIONS



## **Ordering:**

Orders may be phoned, faxed, or emailed to Fluid Solutions International (FSI). Purchase orders must include Fluid Solutions International's part numbers and pricing. Purchase orders must also state if partial order shipments are allowed. If you do not have the correct part numbers, pricing or case quantities please contact our sales department. A minimum \$15.00 handling fee will be charged to all shipments.

Verbal orders or verbal changes to orders will be accepted ONLY with the understanding that Fluid Solutions International is not responsible for items shipped not matching our customers purchase order and will not cover freight charges for returned merchandise. Furthermore, all merchandise returned for credit due to verbal purchase orders are subject to a thirty-five percent (35%) restocking fee. Special or custom ordered items are non-returnable.

## **Order Confirmations:**

All purchase orders will be confirmed via phone, fax, or email. Any discrepancies in part numbers, pricing, descriptions, or case quantities will be listed in the order confirmation. It is the customer's responsibility to review the order confirmations and advise if any changes are to be made. If we do not hear from the customer regarding the confirmation within 24 hours we will assume everything is correct and will proceed with the order, invoice, and shipping accordingly.

## **Quotes:**

Quotations are valid for a period of up to 30 days or for the terms stated on the quote, whichever term is shortest. Shipping weights, dimensions and anticipated ship dates are approximate and subject to change.

## **Minimum Orders:**

Minimum order accepted is \$50.00 not including freight or taxes.

## **Prices:**

We make every effort to notify customers with price change information. However, prices are subject to change or correction without notice.

## **Freight:**

All shipments are F.O.B. Factory unless otherwise specified.

## **Shipment:**

The shipment method should be specified by the customer on the purchase order, otherwise Fluid Solutions International will choose the best method of shipment for the material.

## **Packaging:**

Unless otherwise stated, the Handling Fee will cover packaging costs. Packaging will be done so that it is satisfactory for air, ocean, truck, or containerized shipment.

## **Terms:**

Terms of payment on open accounts are net 15-30 days from the date of invoice unless otherwise stated and mutually agreed upon by both parties. This agreement is subject to credit approval. Orders will not be shipped if any account is past due and/or until payment by check has cleared.

Interest will be charged on past due accounts. Interest charges will be calculated on the unpaid balance at 1.5% after 10 days past agreed terms or the maximum rate allowed by law, whichever is less. All questions regarding invoices and terms must be addressed with our accounting department before invoices become due.

(initials)



**Will Call Orders:**

All standard ordering terms apply to will call orders. The customer must advise what day and time they will pick up the order. Completed will call orders will be held at our facility for a maximum of one week. A restock charge may be assessed to any will call orders that aren't picked up within one week. Addition or deletions to will call orders after invoicing are subject to all new order terms and conditions. Orders are typically pulled within one working day. Will call orders can be picked up Monday-Friday from 9am-4pm.

**Order Changes:**

Additions to an order may be made at no charge prior to the processing of an order. Processing of an order typically begins within one hour of receipt of the purchase order and is typically accomplished within one working day. Deletions and/or changes to an order after it has been processed are subject to a minimum \$25.00 processing fee. Changes may cause additional charges and may increase the time required to ship an order.

Orders cancelled after the order has been processed and sent to shipping or engineering will be subject to a minimum of 10% cancellation fee (\$50.00 minimum), assuming manufacturing has not commenced and no detailed engineering or special parts have been ordered. Additional fees may be charged depending on the level of completion of detailed engineering and/or if any special parts have been ordered.

**Freight Claims:**

Any damage, discrepancies and/or freight claims must be made immediately and directly in writing within (5) days to the freight transporter and also to Fluid Solutions International, FSI will assist as much as possible in settling claims. However, FSI will not be held responsible for breakage or shortage after products are accepted by common carrier. All shipments must be inspected for damage and counted shortages at the time of delivery.

**Returns:**

A Return Goods Authorization (RGA) number must be obtained from Fluid Solutions International before any returns can be shipped or accepted. An RGA form must be filled out completely and sent with the returned merchandise.

Customer shall inspect all goods immediately upon their delivery to the destination stated in the agreement and shall within five (5) days provide written notice to Fluid Solutions International at its principle place of business of any claim that the goods do not conform to the terms of the agreement. Special or custom ordered items are non-returnable.

All returns for warranty consideration must be shipped prepaid. Freight collect returns will not be accepted. Returns determined to be in warranty will be replaced or repaired, and will be returned to the customer. All merchandise returned for credit other than warranty claims may be subject to a thirty-five percent (35%) restocking fee.

**Restock:**

A minimum restocking charge of thirty-five percent (35%) or \$50.00, whichever is higher may be charged. Orders shipped incorrectly are not subject to a restock charge and correct items will be shipped prepaid by surface freight. All other returns are subject to a restock charge. Material returned must be in its original packaging/container and in re-sellable condition to be considered for return.

**NSF Checks:**

There is a minimum \$40.00 charge for all NSF checks.

**Excusable Delays:**

Fluid Solutions International shall not be in default for failure to deliver or delay in delivery arising out of causes beyond its control and without its negligence, including but not limited to acts of God or the public enemy acts of the U.S. Government in either its sovereign or contractual capacity fires, floods, epidemics, quarantine restrictions, strikes, shortages of material or supplies, labor disputes, freight embargoes, delays in transit, consignment lost or damaged by freight agents and severe weather.

(initials)



**Warranties:**

Fluid Solutions International warrants that the material will conform to the description contained in its quotes, orders, and invoices. Fluid Solutions International makes no warranty, express or implied of merchantability or of fitness for a particular end use. Fluid Solutions International's liability for breach of warranty is limited solely to the supply, repair or replacement of material and shall not be held liable for consequential or incidental damage resulting to the customer or others affiliated to our customer from the furnishing or use of materials said to be defective.

All products not manufactured by Fluid Solutions International, Inc. will carry the original manufacturer's warranty. Copies of these are available upon customer's request.

All products manufactured by Fluid Solutions International, Inc. are warranted to the original user against defects in material and workmanship under normal use for a period of one (1) year from shipment date. If any product or part is found unsatisfactory under this warranty period, the purchaser should notify Fluid Solutions International, Inc. in writing immediately and after receipt of Fluid Solutions International, Inc. shipping approval, the purchaser may return the products directly to Fluid Solutions International, Inc., shipping cost prepaid. If the product is determined to be defective due to material or workmanship, they shall be replaced or put in proper operating condition, free of all charges to the purchaser including reasonable transportation expenses. The correction of any defects by repair or replacement by Fluid Solutions International, Inc. shall constitute fulfillment of all obligations and liability of ours.

All retrofit and liner installations do not carry any warranty. Once a retrofit job is completed, Fluid Solutions International, Inc. personnel will stay for (2) hours in order to confirm that retrofitted item is in good working condition. Once Fluid Solutions International, Inc. personnel leave the customer's facility, the project will be considered completed.

Fluid Solutions International, Inc. is not responsible for damage to its products through improper installation, maintenance, use or attempts to operate it beyond its mechanical or electrical capacity intentionally or otherwise. Fluid Solutions International, Inc. is also not responsible for damage due to unauthorized repair. Any failure to notify Fluid Solutions International, Inc. of unsatisfactory operation in a timely manner, or any improper or unauthorized installation, maintenance, use, repair, or adjustment, shall terminate this warranty and shall relieve Fluid Solutions International, Inc. from any further responsibilities there under. Fluid Solutions International, Inc. shall not be liable for special or consequential damages in any claim, action, law suit or proceedings arising under this warranty, nor shall there be any liability hereunder for claims for labor, loss of profit or good will, repairs, or other expenses incidental to replacement. The Warranties expressed above is Fluid Solutions International, Inc.'s only warranty.

Fluid Solutions International warrants that the use or sale of the products (or materials) delivered hereunder will not infringe the claims of any U.S. Patent covering the products themselves but does not warrant against infringement by reason of the use thereof in combination with other products or in the operation of any process. Fluid Solutions International also warrants that the Customer/Buyer/End User Statement of Compliance will be observed and that the Bureau of Industry and Security list of Denied Persons, Denied Entities and prohibited countries will be compiled within that they will refuse business relationships with anyone on said list.

Fluid Solutions International's maximum total liability for all causes including any breach of warranty or failure to deliver conforming goods shall not exceed the value of the contract.

**Policy:**

These terms and conditions may be superseded by specific provisions provided by Fluid Solutions International. However, should any of these terms and conditions be contrary to or inconsistent with any terms and conditions contained in any purchase order form or other document between Fluid Solutions International and our customer, which is prepared by the buyer and whenever executed, the provisions hereof shall be controlling and shall supersede the conflicting terms and conditions which are contained in such other document. No changes shall be made to our terms and conditions unless prior written authorization by Fluid Solutions International is granted.

I, the undersigned, agree and understand all the terms and conditions presented on pages 2-4.

Signature of acceptance:

Print name:

Date: