



Equipment Blowouts, Inc.

Pmb 324 130 W Main Street Ste 144
Trappe Pa 19426
Phone: 610-410-0356
Fax: 610-410-0354

Sales Representative. _____

Customer Account Number _____

**Do not complete this section. For Equipment Blowouts Inc. internal use only.*

610-410-0354 FAX

CONFIDENTIAL CREDIT APPLICATION & SALES AGREEMENT

PLEASE
PRINT
CLEARLY

Please select desired form of payment below:

- Wire Transfer (please contact sales rep. for wire transfer instructions)
- COD Cashiers Check, COD Company Check (Amount Desired) \$5000.00
- Line of Credit (Amount Desired) \$ _____
- Credit Card Card Type _____

**L.O.C. and COD Company Check Subject to Credit Approval. Please supply at least 3 trade and one bank reference.*

For the purpose of obtaining merchandise from Equipment Blowouts Inc. ("Equipment Blowouts"), the following statements in writing are made by the applicant affixing his, her or its signature hereto (the "Applicant"). The Applicant acknowledges that Equipment Blowouts Inc. will rely on the accuracy of all statements made herein by Applicant. This confidential credit application and sales agreement, including the terms and conditions hereto, is between the Applicant and Equipment Blowouts Inc. (the "Agreement"). Applicant authorizes Equipment Blowouts Inc. to contact any of Applicant's references given herein and to inquire about Applicant's credit history. Applicant acknowledges that he, she or its representative has read and understands the terms and conditions hereof and agrees to be bound by them, that this Agreement with attachments is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and that this Agreement supersedes all proposals, oral and written. Applicant further agrees to notify Equipment Blowouts Inc. in writing within five (5) days of any change of ownership, address, telephone, authorized purchasing agents, banks, transfer of listed assets or other facts set forth below.

GENERAL INFORMATION

Legal Name of Firm: _____

DBA: _____

Name of Parent Company, If Subsidiary: _____

Business Mailing Address: _____

Phone: _____ Fax _____ Email _____

Business Shipping Address: _____ City _____ State _____ ZIP _____

Phone: _____ Fax: _____ Email _____

Business Industry: _____ Time At Present Location: _____

Check Appropriate box: Sole Proprietorship Corporation Partnership Other _____

Federal Tax I.D. # _____ State Resellers Permit #: _____ State: _____

Social Security # _____ - _____ - _____ Date of Birth: ____ - ____ - _____ D & B #: _____ None _____

BANK REFERENCES

Bank Name Account #
City State Zip Code

Contact Name Phone # Fax #

Bank Name Account # (Mandatory for release of information)

City State Zip Code

Contact Name Phone # Fax #

TRADE REFERENCES

(Please Submit Trade References with credit limits equal to or higher than the limit requested with Equipment Blowouts Inc.)

Vendor Name Phone # Fax #

Address City State Zip Code

Vendor A/P Contact Vendor Assigned Account #

Vendor Name Phone # Fax #

Address City State Zip Code

Vendor A/P Contact Vendor Assigned Account #

Vendor Name Phone # Fax #

Address City State Zip Code

Vendor A/P Contact Vendor Assigned Account #

Authorized Signature _____ Date _____

*By your signature you authorize and give permission to Equipment Blowouts Inc. to investigate your credit history and give permission to all references to release information to Equipment Blowouts.

TERMS AND CONDITIONS

1. **ACKNOWLEDGEMENT AND CERTIFICATION.** Applicant hereby agrees that, unless otherwise agreed to by the parties, these terms and conditions shall apply to each invoice relating to the goods sold by Equipment Blowouts Inc. to Applicant under this Agreement. Applicant hereby certifies that the information furnished in this Agreement and in any financial statements furnished in connection herewith, is true and correct and that the information is being furnished to Equipment Blowouts Inc. for the purpose of inducing Equipment Blowouts Inc. to extend credit to Applicant and Applicant understands that Equipment Blowouts Inc. is relying upon the accuracy of such information.
2. **CREDIT LINE.** Upon Equipment Blowouts's approval of Applicant, Equipment Blowouts, in its sole discretion, will assign Applicant a credit line and Equipment Blowouts Inc. will have the right to increase, decrease or terminate Applicant's credit privileges under this Agreement at any time without prior notice to Applicant except as otherwise required by law.
3. **PAYMENT AND INTEREST.** Payment of the purchase price for the goods and/or services acquired from Equipment Blowouts Inc. by Applicant (the "Goods") shall be made pursuant to the terms set forth in each invoice relating to the Goods and Applicant agrees to pay all charges according to the payment terms established in said invoices. The entire outstanding balance due on all invoices shall become immediately due and payable to Equipment Blowouts Inc. upon default by Applicant in the payment of any invoice. Applicant agrees to pay interest in the amount of one and a half percent (1.5%) per month or the highest rate permitted by law, whichever is less, on each past due payment, pursuant to the terms set forth on the respective invoice until collected.
4. **VARIANCE NOTIFICATION.** Applicant must notify Equipment Blowouts, in writing, within seventy-two (72) hours of receipt of a shipment of (a) any shortage or discrepancies existing between the Goods charged to Applicant on the invoice relating to such shipment and the Goods actually received by Applicant in such shipment; (b) any damages to the Goods received by Applicant in such shipment; and/or (c) any objections to the payment or other terms set forth in the invoice relating to such shipment. If written notice of such shortage or discrepancy, damage or other objection is not received by Equipment Blowouts Inc. within the time period specified above, the Applicant shall be deemed to have accepted the Goods and the Goods shall be deemed to comply with all the terms, conditions and specifications of the invoice relating to such Goods and Applicant shall be responsible for the entire amount charged on the invoice relating to such shipment.
5. **RETURN OF GOODS.** If the Goods are returnable under the applicable warranty, a return authorization must be obtained by the Applicant and provided to Equipment Blowouts Inc. prior to the return of any of such Goods to Equipment Blowouts. In the sole discretion of Equipment Blowouts, either the Goods returned by Applicant will be repaired and returned to Applicant or the purchase price of such Goods will be credited to Applicant's account with Equipment Blowouts. Applicant must pay all transportation charges relating to the returned Goods. Any returned Goods may be subject to a minimum twenty percent (20%) re-stocking charge. All returned Goods must be returned in the original container with packaging and Applicant must provide proof of purchase.
6. **MANUFACTURER'S WARRANTY AND EQUIPMENT BLOWOUTS'S WARRANTY DISCLAIMER.** THE MANUFACTURER'S WARRANTY RELATED TO THE GOODS PURCHASED BY APPLICANT UNDER THIS AGREEMENT SHALL BE THE SOLE WARRANTY AVAILABLE TO APPLICANT AND APPLICANT'S CUSTOMERS WITH RESPECT TO SUCH GOODS. NOT INCLUDING THE MANUFACTURER'S WARRANTY, EQUIPMENT BLOWOUTS INC. HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **LIMITATION OF DAMAGES.** IN NO EVENT SHALL EQUIPMENT BLOWOUTS INC. OR ANY EQUIPMENT BLOWOUTS INC. AGENT BE LIABLE TO APPLICANT OR ANYONE ELSE FOR ANY AMOUNT IN EXCESS OF THE MONIES PAID BY APPLICANT TO EQUIPMENT BLOWOUTS INC. FOR THE PARTICULAR GOODS CAUSING SUCH LIABILITY. ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL EQUIPMENT BLOWOUTS INC. OR ITS AGENTS BE LIABLE TO APPLICANT OR APPLICANT'S CUSTOMERS FOR ANY SPECIAL DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) EVEN IF AN AUTHORIZED REPRESENTATIVE OF EQUIPMENT BLOWOUTS INC. HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES.
8. **CREDIT APPROVAL AND PURCHASE ORDERS.** All orders for Goods under this Agreement are subject to Equipment Blowouts's approval of Applicant's credit. A purchase order is required for all first time sales of Goods under this Agreement and thereafter for any order that is \$5,000 or greater.
9. **EQUIPMENT BLOWOUTS'S TERMS CONTROL.** These terms and conditions shall control and prevail over any contrary terms in any of the Applicant's purchase orders relating to the Goods purchased under this Agreement. Unless otherwise agreed to by the parties, the shipment terms for all Goods purchased by Applicant under this Agreement shall be F.O.B. Equipment Blowout's loading dock in Trappe, Pennsylvania.
10. **RISK OF LOSS AND TITLE.** Unless otherwise agreed to by the parties, the risk of loss of and the title to the Goods purchased by Applicant under this Agreement shall pass from Equipment Blowouts Inc. to Applicant upon delivery of such Goods to Applicant's carrier, F.O.B. Equipment Blowout's loading dock in Trappe, Pennsylvania. Upon receipt of shipment, it shall be the responsibility of Applicant or the Applicant's consignee receiving the shipment to check the Goods and secure written acknowledgment from the carrier of any shortages, loss or damage with respect to the Goods. Notification of such shortage, loss or damage with respect to the Goods must be made in writing to Equipment Blowouts Inc. within five (5) days of receipt of the particular shipment.
11. **PURCHASE PRICE AND TRANSPORTATION CHARGES.** The Applicant shall purchase the Goods under this Agreement in accordance with the prices that are prevailing at the time of shipment (determined in the sole discretion of Equipment Blowouts). Unless otherwise agreed to by the parties, Equipment Blowouts Inc. shall not be responsible for spotting, switching, demurrage or other transportation charges.
12. **GENERAL.** The parties to the Agreement hereby agree that (a) the failure of Equipment Blowouts Inc. to insist, in any one or more instances, upon performance hereunder or to exercise any right hereunder is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right; (b) no modification of this Agreement shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties; (c) if any provision of this Agreement is determined to be unenforceable by any court, such unenforceability shall not affect the remainder of this Agreement; (d) this Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns; and (e) the rights and remedies granted in this Agreement are non-exclusive to those otherwise available under principles of equity.
13. **FORCE MAJEURE.** If either party shall be delayed in its performance of any obligation under this Agreement or be prevented entirely from performing any such obligation due to causes or events beyond its control, including, without limitation, any act of God, fire, present or future law, government order, rule or regulation, such delay or non-performance shall be excused and the time for performance shall be extended to include the period of such delay or non-performance.
14. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania (without regard to the conflicts of law rules of Pennsylvania).
15. **EQUIPMENT BLOWOUTS INC. ENFORCEMENT EXPENSES.** Applicant shall pay to Equipment Blowouts Inc. all costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees, incurred by Equipment Blowouts Inc. in exercising any of its rights or remedies under this Agreement or enforcing any of the terms, conditions and/or provisions of this Agreement or collecting any sums due and owing under this Agreement.

APPLICANT:

By Authorized Agent/Officer:

(Full Firm Name)

(Signature)

(Date)

GUARANTY

The undersigned _____ (“Guarantor”) of _____, having a financial interest in _____
(Name of Individual) (Company Name)

Applicant, and benefiting from the transactions contemplated by this Agreement, hereby absolutely, unconditionally and irrevocably personally guarantees the full and prompt payment (and not collections) by Applicant to Equipment Blowouts Inc. of all amounts which are or may become due and owing, from time to time, from Applicant to Equipment Blowouts. Guarantor expressly waives notice from Equipment Blowouts Inc. of its acceptance and reliance on this personal guaranty, notice of sale made to Applicant and notice of default to Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which the Guarantor has or may have against Applicant or Equipment Blowouts Inc. shall be available hereunder to the Guarantor against Equipment Blowouts Inc. in the event of a default by Applicant of its obligations to Equipment Blowouts. Equipment Blowouts Inc. may proceed directly to enforce its rights hereunder and in connection therewith shall have the right to proceed first against Guarantor without proceeding against Applicant or exhausting any other remedies it may have. Guarantor agrees to pay all costs, expenses and fees, including reasonable attorney’s fee (including collection of any judgment), which may be incurred by Equipment Blowouts Inc. in enforcing this personal guaranty or protecting its rights following any default on the part of Applicant. Guarantor agrees that an interest charge of one and a half percent (1.5%) per month or the highest permitted by law, whichever is less, shall be assessed on any amount due and owing to Equipment Blowouts Inc. by Guarantor under this personal guaranty until collected. This personal guaranty shall be binding upon Guarantor, the Guarantor’s heirs, successors, assignees, representatives and survivors and shall inure the benefit of Equipment Blowouts, its successors and assigns. This personal guaranty shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania (without regard to the conflicts of law rules of Pennsylvania). If more than one, the obligations of the undersigned shall be joint and several. This is a continuing guaranty, and may not be terminated while any amounts are due and owing to Equipment Blowouts Inc. or any orders is pending.

(Print Name) (Signature) (Driver License Number)

(Address) (Date)

(Print Name) (Signature) (Driver License Number)

(Address) (Date)

Witnessed By: _____
(Notary Public) (SEAL) (Date)