



Credit Application

*All fields are required

BUYER INFORMATION

Business Name _____

Type of Business _____ Date Started ____/____/____ # of Employees _____

Billing Address _____

Physical Address _____

Business Entity Corporation Partnership Proprietorship FEIN _____ DUNS# _____

If in business less than one year, name previous employer: _____

Parent Company Name _____

Parent Company Address _____

Are you a: Subsidiary Division Is the property: Owned Leased

Principal/Partner Name _____

Address _____

Phone _____ Email _____ SSN _____

Buyer's Name _____ Phone _____

Credit Line Request \$ _____ Is a purchase order required? YES NO

Accounts Payable Party: Name _____ Phone _____ Email _____

Person Authorizing Payment: Name _____ Phone _____ Email _____

Bank Name _____ Account # _____

Address _____

Contact Name _____ Phone _____

REFERENCES - PLEASE PROVIDE 3

1. Name _____ Phone _____ Email _____

2. Name _____ Phone _____ Email _____

3. Name _____ Phone _____ Email _____

SUPPLIERS - PLEASE PROVIDE 3

1. Name _____ Phone _____ Email _____

Address _____

2. Name _____ Phone _____ Email _____

Address _____

3. Name _____ Phone _____ Email _____

Address _____

TERMS AND CONDITIONS OF MYERS SETH PUMP, INC.

- 1. ACCEPTANCE:** All orders are subject to acceptance or rejection by Myers Seth Pump, Inc. (hereinafter referred to as "MSP") at its office. Offers accepted by MSP are accepted only upon the terms and conditions expressly set forth herein. The terms and condition herein cancel and wholly take place of any terms and condition appearing Buyer's request for quotations or purchase order. Each order is subject to credit approval at the time of shipment.
- 2. QUOTATIONS:** All quotations shall be construed as MSP's offers to sell pursuant to the terms and conditions set forth herein.
- 3. LIMITED EXPRESS WARRANTY – EXCLUSION OF ALL OTHER WARRANTIES:** MSP warrants that the goods supplied hereunder will conform to the description set forth on the reverse side hereof. The written warranty of the manufacturer, if any, shall, upon request by the Buyer, be assigned and transferred to the Buyer. However, MSP neither adopts nor guaranties or warrants that the manufacturer will comply with any or all of the terms of any warranty of the manufacturer. Furthermore, except for the manufacturer's warranty, if any, the goods sold hereunder are sold AS IS.
- 4. THIS WARRANTY DOES NOT COVER:** Adjustment or replacement of maintenance items such as but not limited to wear plate, impeller, mechanical seals, bearings, vacuum pumps, electrical items & wiring, relays, electrical valves, lubrication, filters, pushrods & bearings gaskets, diaphragms, seals, tires, lights, brakes, etc. Please see our Limited Warranty in the manual for additional information.
- 5. ORAL STATEMENTS AND WRITTEN DESCRIPTIONS DO NOT CONSTITUTE WARRANTIES:** Salesmen of MSP are not authorized to make warranties relating to goods described in this contract and all specifications and written descriptions of such goods are those provided to MSP by the manufacturer. MSP's salesmen's oral statements and such written descriptions do not constitute warranties, shall not be relied upon by the Buyer, and are not a part of the contract for sale, unless such written description is part of manufacturer's warranty transferred to Buyer under paragraph 3 above. The entire contract is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this contract. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.
- 6. LIMITATION OF LIABILITY:** The Buyers' SOLE AND EXCLUSIVE REMEDY against MSP for a breach of warranty hereunder is a refund of the purchase price of, or replacement of, non-conforming goods. The Buyer agrees that NO OTHER REMEDY SHALL BE AVAILABLE to him and that MSP shall not, in any event, be liable for incidental damages, including loss of income, loss of time, lost sales, injury to a person or property, liability of Buyer with respect to any other person, or for any other type or form of consequential damage or economic loss and Buyer hereby WAIVES all liability arising from statute, law, strict liability in tort or otherwise and whether or not occasioned by MSP's negligence.
- 7. CLAIMS:** Buyer's receipt of the goods delivered or picked up hereunder shall be unqualified, final, and irrevocable acceptance of, and a waiver by Buyer of any and all claims (other than warranty and patent claims) with respect to such goods unless Buyer gives MSP notice of claim within (10) days after such receipt. In no event shall MSP be liable for special, indirect, incidental, or consequential damages.
- 8. DELAYS:** MSP shall not be liable for any delay or failure in the performance hereof, or for any damages suffered by reason of such delay or failure, when such delay or failure is directly or indirectly, caused by fires, acts of God, or other contingencies beyond MSP's control. Delay in delivery will not be considered as cause for claims of charge backs.
- 9. CANCELLATIONS:** Orders may not be cancelled only with MSP's consent, and upon terms which will indemnify MSP against loss. No cancellation will be accepted on any order after shipment has left MSP plant.
- 10. RETURNS:** No goods may be returned without prior written authorization from MSP, together with specific shipping instructions. All returns are subject to restocking charge of 20% (twenty percent). The Customer will be responsible for the shipping charges incurred on all returns. All repairs must be authorized by MSP and a return authorization number issued for the return of the damaged part. The damaged part must be returned to MSP for evaluation. NO RETURNS SHALL BE ALLOWED FOR ELECTRICAL COMPONENTS.
- 11. TERMS OF PAYMENT:** Terms of billing are Net 30 Days with credit approval. All other orders are subject to prepayment. MSP reserves the right to add a late charge of 1.5% per month if payment is not received within the payment terms of this sale. Title of equipment shall not pass to the buyer until full payment has been received by MSP
- 12. GOVERNING LAW:** The parties agree that the Uniform Commercial Code as written, interpreted and applied in the State of Florida will govern this transaction and the interpretation of the terms of this contract.
- 13. SHIPMENT:** Shipping dates are not guaranteed and acceptance by a common carrier shall constitute delivery to the Buyer.
- 14. ENTIRE AGREEMENT:** The order acknowledged hereby shall be subject to the terms and conditions contained on this side and the face of this document and to no others whatsoever. No waiver, alteration or modification of the terms and conditions on this and the other side of this invoice shall be binding unless in writing and signed by an executive officer of MSP.
- 15. DELINQUENT ACCOUNTS:** Reasonable collection costs and attorney fees will be assessed to all accounts placed for collection.