



HYDRADYNE LLC

# APPLICATION FOR OPEN ACCOUNT

## Hydradyne LLC

15050 FAA Boulevard  
Fort Worth, Texas 76155  
(817) 391-3351 Fax: (817) 391-1588

*Internal use only*

Hydradyne Branch Location: \_\_\_\_\_  
Hydradyne Sales Rep: \_\_\_\_\_

Date \_\_\_\_\_

Credit Limit Requested \_\_\_\_\_

Duns Number \_\_\_\_\_

### PLEASE PRINT

Business Name \_\_\_\_\_ Date Established \_\_\_\_\_

**Billing Address** \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

**Shipping Address** \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

President \_\_\_\_\_ Controller \_\_\_\_\_

Type of Business  Sole Proprietorship  Partnership  Corporation in State of \_\_\_\_\_  Subsidiary Division of \_\_\_\_\_

A/P Contact Name \_\_\_\_\_ A/P Contact Email Address \_\_\_\_\_

A/P Phone # \_\_\_\_\_ A/P Fax # \_\_\_\_\_

Tax Exempt? \_\_\_ Y \_\_\_ N \*\*\* IF YOU ARE EXEMPT, PLEASE ATTACH A COPY OF YOUR EXEMPTION CERTIFICATE \*\*\*

## Bank Reference

**Bank Name** \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Contact Person \_\_\_\_\_

List all Applicable Account #'s \_\_\_\_\_

## Trade References

**Company Name** \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

**Company Name** \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

**Company Name** \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

The undersigned applies for open account credit with Hydradyne LLC, and agrees that all sales made pursuant to this application will be subject to the terms and conditions of sale set forth on the reverse side hereof. All statements made herein are true and accurate to the best of our knowledge. We authorize the above company to make any and all inquiries necessary for action on this credit application. We hereby indemnify the above company and its agents, from any liability from their credit survey.Á

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_  
(Owner or Officer)

Print Name : \_\_\_\_\_ Date \_\_\_\_\_

Credit Approved for \$ \_\_\_\_\_ Credit Disapproved By \_\_\_\_\_ Date \_\_\_\_\_

# TERMS AND CONDITIONS OF SALE

## Prices

Prices unless otherwise stated are EXW shipping points of component manufacturer and do not include the cost of a serviceman unless specifically quoted. Applicable taxes are not included. Standard commercial packaging only is included and other type packaging must be requested and priced extra.

## Shipping Point

Unless otherwise stated shipping points are that of component manufacturer's plant and shall be EXW that point, and delivery of goods to initial carrier shall constitute delivery to you, and shipment shall then be at your risk with claims for losses or damages in transit with the carrier to be made and prosecuted by you.

## Credit and Payment

Unless otherwise noted terms are net 30 days. A finance charge of 1 1/2% per month (18% annual rate) will be added for all overdue amounts. We may decline to deliver except for cash, or stop goods in transit if reason to question financial responsibility develops. If credit is not approved prior to shipment, we may request payment C.O.D. on standard catalogued products or check in advance on special products or special situations. Purchaser agrees to pay all costs of collection or securing or attempting to collect or secure the debt created by this purchase, including reasonable attorney's fees, whether or not involving litigation.

## Debits

Within the standard accounting procedures of our company, an invoice must be cleared through full payment, or a credit memo issued by us, or a combination thereof. DEBIT MEMOS CANNOT BE ACCEPTED AS PAYMENT OR PART PAYMENT. We must consider a debit memo only as a request for credit.

## Delivery

Delivery promises are made to the best of our earnest knowledge, and depend on promises made to us by our suppliers and theirs, and are therefore estimates. Where customer information or data is necessary to complete an order, delivery is from time complete information is on hand. We assume no responsibility for delays due to transportation, fires, strikes, floods, accidents and other causes beyond our control. We will not be liable for any damages whatsoever, whether direct, indirect, special or consequential resulting from missed delivery dates.

## Shipping Errors

Claims on account of shortages or erroneous shipment must be made within 10 days after receipt of shipment. Prior payment does not prejudice a claim.

## Returned Goods

Goods may be returned only upon written authorization giving shipping instructions and identification procedure. Goods must be packaged properly to avoid damage in shipment. We reserve the right to charge for placing goods in saleable condition plus a restocking charge and for any transportation charges we might pay. Seller will willingly cooperate with customer without customer expense to rectify an acknowledged Seller or supplier error. On returns due to customer error Seller will take required action to minimize customer cost. Products and systems manufactured to customer's specific specifications are not returnable.

## OSHA and Safety Requirements

Since OSHA requirements are so complex and since specific spot of use, personnel proximity, and inspector interpretation variation, govern requirements, we cannot issue blanket statement of compliance. Therefore, should a general request for OSHA compliance appear on order, we will accept the order only on basis such customer OSHA compliance request does not apply and that we must be advised in writing of specific OSHA requirements involved, at which time we will advise if they can be met. The installation and operation of products and systems purchased from Seller to be in a safe manner and in conformance with applicable codes and regulations is customer's responsibility.

## Limited Warranty

Individual components sold by Seller, or components used as parts of any products manufactured by Seller, shall carry no warranty other than that of the manufacturer of the component. Any other warranties as to the said components are specifically excluded by Seller. Products actually manufactured or repaired by Seller shall be warranted to be free from defects in material and workmanship for a period of six (6) months from date of shipment by Seller unless otherwise agreed in writing. Alteration, accident, neglect, improper application, improper maintenance or other misuse shall void any warranty of Seller or its suppliers. On products manufactured or repaired by Seller, our obligation under this warranty is limited to replacement or repair of parts determined by Seller to be defective and no charges will be accepted for removal or replacement of equipment or parts. We reserve the right to request return of goods to the point of manufacture, freight prepaid, to determine the cause of failure, and refusal to comply with such request within a reasonable time will void any applicable warranty. We shall not be liable to any person or company for incidental or consequential damages, injury, or commercial loss resulting from any breach of warranty and under no circumstances shall our liability exceed the contract price for the goods in question. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. It shall be the responsibility of the purchaser to obtain written warranties from the manufacturers of components and to make proper claim for warranty repairs with such manufacturers although Seller shall endeavor to provide copies of such written warranties upon request and assist making warranty claims with components manufacturers. No employee of Seller is authorized to warrant the suitability of system or products beyond the state of use or warranty by the manufacturer of component or system.

## Minimum Billing

Net minimum billing shall be \$25.00 unless there is a higher charge by the goods manufacturer. We will attempt to advise customer of any minimum billing charge so order can be increased to approximate charge.

## Patent Claims

As products we sell may be used by the user for uses beyond our control and the manufacturer of products sold exert their own patents policy, Seller shall not be held liable for any patent infringements, and actions concerning patent questions shall be handled by our manufacturer suppliers in accordance with their policies.

## Partial Shipments

Unless otherwise stated, we reserve the right to partial ship and bill accordingly.

## Cancellations

As many products we sell are tailor made to specific requirements and may have little commercial value or use to others, we cannot accept cancellations without our specific approval and customer's agreement to accept charges for goods, time, labor, and expenses already earned by manufacturer at time of desired cancellation.

## Performance

Seller can only furnish equipment to conform to the performance stated by the manufacturer of the component furnished, and cannot guarantee an end result of product, as Seller is entirely dependent on the customer to provide the data such as torques, speeds, pressures, and forces required for the specific application.

## Acceptance of Terms, Conditions & Warranty

These terms and conditions constitute the complete agreement between buyer and Seller, any printed statements on customer's order to be contrary notwithstanding. Any conditions other than these must be agreed to in writing to be applicable. The issuance of an order to Seller shall constitute acceptance by customer of these herein stated terms, conditions and warranty.

Printed Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

(Owner or Officer)

**CONTINUING GUARANTY**

In consideration of Hydradyne, LLC ("Hydradyne"), giving or extending terms of credit to

\_\_\_\_\_, Hydradyne Account No.

\_\_\_\_\_, (hereinafter called "debtor"), I hereby give this continuing guaranty to the said Hydradyne, its transferees or assigns, for the payment in full, together with all interest, fees, and charges or whatsoever nature and kind, of any indebtedness, direct or contingent whether secured or unsecured, of said debtor, to said Hydradyne which may be incurred by said debtor, whether due or to become due, and whether or now or existing or hereafter arising.

Hydradyne may, one or more times in its judgment grant extensions, take and surrender securities, accept compositions, release or discharge endorsers, guarantors or other parties, grant releases and discharges generally, make changes of any sort whatever in the terms of its contract or manner of doing business with the debtor and with other parties and securities in relation thereto without notice to the undersigned, such notice being hereby specifically waived.

Hydradyne may, without notice to or consent of the undersigned, also apply all monies received from the debtor and others, or from securities, as it may think best, without in any way being required to marshal securities or assets, and any such application of monies shall not in any way alter, affect, limit or lessen the liability of the undersigned under this Guaranty. Hydradyne shall not be bound to exhaust its recourse against the debtor or other persons or upon the securities it may hold before being entitled to payment from the undersigned of the amount hereby guaranteed.

I do furthermore bind and obligate myself, my heirs, and assigns, in solido, with said debtor, for payment of the said indebtedness precisely as if the same had been contracted and was due or owing by me in person, hereby agreeing to and binding myself, my heirs, and assigns, by all terms and conditions contained in any note or notes signed or to be signed by said debtor, making myself a party thereof, hereby waiving all notice including notice of any such indebtedness and of demand, presentment, protest or notice of demand or non-payment and of notice of any act to establish the liability of any party on any commercial or other paper, indebtedness, or obligation covered by this guaranty.

I do further waive all notice and all pleas of discussion and division and I agree upon demand at any time, to pay to Hydradyne, its transferees or assigns, the full amount of said indebtedness, together with interest, fees, and charges, as above set forth, becoming subrogated in the event of payment in full by me to the claim of said Hydradyne, its transferees or assigns, together with whatever security it or they may hold against indebtedness.

It is expressly agreed that this continuing guaranty is absolute and complete, and that acceptance and notice of acceptance thereof by Hydradyne therefore unnecessary and they are hereby expressly waived and the same shall continue in force until written notice of its discontinuance shall be served upon one of the executive officers of Hydradyne, but such discontinuance shall not affect my liability of any debts and/or obligations of the debtor than existing nor the liability of any other party in the premises.

**IN FAITH WHEREOF, I have hereunto signed my name on this**

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_

\_\_\_\_\_

**Witness**

**Guarantor**

**Witness**

**Address**