

**Hydraulic Machinery, Inc.**  
5024 N. 56th Street, Tampa, FL 33610  
(813)621-8002 (813)621-1560 Fax

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**\*\*Credit Application Agreement\*\***

Name of Buyer ("Buyer"): \_\_\_\_\_ PO# req? YES/NO  
Name of Buyer's Agent: \_\_\_\_\_ Tax Exempt: YES/NO  
Address (Street): \_\_\_\_\_ (if yes attach certificate)  
City, State, Zip Code: \_\_\_\_\_ Corporation: YES/NO  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Years in Business: \_\_\_\_\_  
Line of Business: \_\_\_\_\_

**Company Officers & Titles/Company Principal Share Holders & Titles:**

Name	Title	Social Security Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bank: \_\_\_\_\_ Account # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone# \_\_\_\_\_ Fax# \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Buyer hereby authorizes Seller to charge the credit card number identified above with the full amount of any invoice that remains unpaid and outstanding for a period of more than forty (40) days from the date of such invoice without additional notice to or consent of Buyer. Buyer represents and warrants to Seller that it is authorized to make charges on the identified credit card and agrees not to contest any charges made by Seller under this provision or to cancel the identified credit card without advance prior written notice to Seller.

**Credit Reference (3):**

Name	Account #	Address	Phone#	Fax#
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The above listed companies and banks are hereby authorized to and shall release any and all information requested by Seller. It is understood that Seller is relying on the statements and information contained herein to extend credit to Buyer through undersigned, and the undersigned individually, represent that all information contained herein is true and accurate. Buyer, and the undersigned individually, acknowledge that they have read the terms and conditions found on the reverse side hereof and that these terms and conditions found on the reverse side hereof shall govern the sale of goods and/or services between Seller and Buyer. The undersigned, individually and not as agent for Buyer, hereby unconditionally guarantees all debts and obligations of Buyer owed to Seller whether under this agreement or otherwise.

**THE UNDERSIGNED HAS READ AND ACCEPTS THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE HEREOF.**

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Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS

**TERMS:** All sales by Seller to Buyer are subject to the following terms and conditions which may not vary from those stated herein unless they are in writing and signed by an authorized officer of Seller.

**TAXES:** Any sales tax or government charge, federal, state or local, applicable now or imposed under future statutes, shall be added to the price then effective and shall be paid by Buyers unless proper exemption certificates have been filed with Seller prior to sale.

**PAYMENTS:** Unless otherwise stated, payments will be applied to oldest invoice.

**ACCOUNT STATED:** Buyer shall review any pay invoices promptly. If Buyers disputes an invoice, Buyer must notify Seller in writing within ten (10) days of the date of the invoice in writing. If Buyer fails to so notify Seller, then the amount of the invoice shall be deemed correct and an account stated.

**CREDIT CHECK:** Buyer hereby authorizes Seller to contact banking, trade and customer references listed for the purpose of extending credit privileges. Buyer hereby agrees that Seller may obtain and use consumer credit reports and exchange credit information in connection with this agreement and any update, renewal or extension of credit Seller may extend to Buyer or for any other legitimate business purpose, including, without limitation, the exchange of such credit information to third party financing companies not affiliated with Seller. If Buyer requests, Seller will inform Buyer whether any credit report was requested and, if so, the name and address of the consumer reporting agency which furnished the report.

**COLLECTION:** In the event of collection, Seller will be entitled to all cost of collection, including reasonable attorneys fee, fees paid to a collection agency, court costs, and other reasonable non-court costs. Venue and jurisdiction over the parties and all depositions in any legal action shall be solely and exclusively in Hillsborough County, Florida and the laws of the State of Florida shall govern. Buyer agrees that the court shall award reasonable attorneys fees and cost incurred by Seller in connection with execution and collections of a judgment. In addition, interest on any judgment rendered in a legal proceeding shall bear interest at the rate of eighteen (18%) per annum after judgment. Interest on any account not paid when due shall be at the rate of one and one half percent (1 1/2%) per month.

**DELIVERY OF GOODS:** If a sale involves the shipment of goods, Seller shall deliver all goods to a carrier or UPS for transportation to Buyer's place of business. All cost of transportation shall be borne by Buyer and all risks of loss shall pass to Buyer when the goods are delivered to the carrier or UPS.

**CLAIMS:** Buyer shall inspect the goods immediately on their deliver and shall, within 10 days of their deliver, give written notice to Seller of any claim that the goods do not conform with the terms of the contract. If Buyer shall fail to give such notice, the goods shall be deemed to conform with the terms of the contract and Buyer shall be bound to accept and pay for the goods in accordance with the terms of the contract. Buyer expressly waives any rights Buyer may have to revoke acceptance after such 10 day period.

**DEFECTIVE GOODS:** Buyer must notify Seller in writing within 10 days of any defect in the goods that are know or should have been known by Buyer through diligent inspection. If goods are defective and Seller is timely notified, Seller will repair or replace the defective goods. SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE DEFECTIVE GOODS, including buy not limited to labor for removing or replacing defective goods, transportation expense, down time or claims from third parties.

**CREDIT FOR RETURNED GOODS:** Goods must not be returned without Seller's consent. Goods returned because of errors made by manufacture of Seller will be credited at the invoice price. If the cause lies with Buyer, Seller will attempt to minimize Buyer's expense or loss, but Seller reserves the right to make reasonable charges for handling of returned goods, including transportation cost and restocking charge of 15% or purchase price. Returned goods must be in first class salable condition and of current model.

**FORCE MAJEURE:** Seller shall not be responsible for any resulting loss if the fulfillment of any of the terms or provisions of this agreement is delayed or prevented by riots, wars, acts of enemies or God, national emergency, strikes, flood, fires or by any other cause not within the control of Seller.

**NOTICE:** All notices provided for this agreement shall be sent to Seller by certified mail, return receipt requested, at the following address: 5024 N. 56th Street, Tampa, FL 33610

**BUYER AND AGENT FOR BUYER WARRANTIES AND GUARANTEES:** Buyer and the individual signing as Buyer's agent on the front side hereof make the following representations, warranties and covenants: (i) EACH SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL DEBTS AND/OR OBLIGATIONS OWED TO SELLER BY BUYER, WHETHER ARISING OUT OF THIS AGREEMENT, ANY LOAN EXTENDED N RELIANCE ON THIS AGREEMENT OR OTHERWISE; (ii) Seller will be notified immediately of any change in form or ownership of Buyer; and (iii) the individual(s) signing on the front side hereof has/have the authority to bind Buyer.

**SELLER'S WARRANTIES:** Seller does not manufacture the goods it sells, Buyer will pass onto its customer the extend possible all benefits realized under whatever warranty, if any, which may be extended by the manufacture of the goods sold. Except as provided herein, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE GOODS FOR ANY PARTICULAR USE OR PURPOSE; AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING OUT OF THE USE OF SUCH GOODS.

**LIMITATION OF LIABILITY:** NOTWITHSTANDING THE FORGOING, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE TOTAL SUM OF MONEY PAID BY BUYER ON THE ACCOUNT AT ISSUE.

**EQUAL CREDIT:** Seller is an equal credit opportunity provider. Buyer acknowledges receipt of a written statement disclosing its rights in the event Buyer's application for credit is denied.