



CREDIT APPLICATION

Date: \_\_\_\_\_

To: CREDIT DEPARTMENT
P.O. BOX 90027
ARLINGTON, TEXAS 76004-3027

Corporation
Partnership
Individual

Federal ID No.
Social Security No.
Social Security No.

Name of company requesting credit: \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_

Headquarters address: \_\_\_\_\_ (Zip Code)

Principals & titles: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Mailing address for invoices: \_\_\_\_\_ (Zip Code)

Monthly statement required? Yes No If yes, give mailing address: \_\_\_\_\_ (Zip Code)

Type of business? \_\_\_\_\_ How long in business: \_\_\_\_\_

Bank reference: \_\_\_\_\_ (Name of Bank) (Bank Officer) (Phone No.)

(Address) (Zip Code) (Account No.)

Trade references:

- 1. (Name) (Address) (Phone No.) (Fax No.)
2. (Name) (Address) (Phone No.) (Fax No.)
3. (Name) (Address) (Phone No.) (Fax No.)

Estimated monthly credit requirement: \_\_\_\_\_

Purchase order required: Yes No List individuals authorized to purchase: \_\_\_\_\_

Tax exempt? Yes No If yes, enclose tax exemption certificate. (Exemption certificate must be in creditor's possession to allow tax exempt status). Also enclose financial statement.

THE LIMITED WARRANTIES AND OTHER TERMS AND CONDITIONS AS STATED ON THE REVERSE SIDE OF THIS DOCUMENT APPLY

Debtor company name: \_\_\_\_\_

By: \_\_\_\_\_ (Signature) (Title) (Date)

ORIGINAL APPLICATION MUST BE SIGNED AND RETURNED INTACT

**TERMS AND CONDITIONS APPLICABLE TO THIS ORDER AND SALES CONTRACT UNLESS OTHERWISE SPECIFIED IN WRITING BY CUMMINS SOUTHERN PLAINS, LTD. AND/OR SOUTHERN PLAINS POWER, A DIVISION OF CUMMINS SOUTHERN PLAINS, LTD., HEREINAFTER CALLED THE COMPANY**

1. **PRICES:** Unless otherwise designated in this order, the customer agrees to pay the Company's established prices in effect on date of shipment if shipped from other persons or firms; on date of delivery, if delivered from the Company's stock. Prices are f.o.b. shipping point unless otherwise designated in this order. Where transportation charges are expressly included, the same are based on present rates, and are subject to adjustment for any increase or decrease in effect at time of shipment. Any direct tax, including sales or use tax, imposed by law with respect to the sale or manufacture of any merchandise sold is to be added.

2. **PAYMENT TERMS:** Unless otherwise specified, all invoices are due and payable NET 10TH PROX., following date of invoice, no cash discount being allowed. All past due amounts arising hereunder or otherwise owing to Company shall bear interest at 18% per annum. In no event shall this rate exceed the maximum rate of interest allowed by the State law or laws of the United States of America applicable to this transaction, whichever is greater. Any claims for shortages or deductions for erroneous charges must be made within 30 days after receipt of goods.

If default is made in payment of any sums due to Company, and collection is made through an attorney or a collection agency engaged by it, purchaser agrees to pay all reasonable and necessary attorney's fees, collection agency fees, expenses, and court costs.

3. **DELIVERY:** The Company shall not be responsible for any delay or failure to make delivery which is occasioned by causes beyond its control, including but not restricted to fires, floods, strikes, labor disputes, accidents, embargoes, delays in transportation, car, fuel, material or labor shortages, failure to obtain delivery from manufacturers or subcontractors, or by any ruling, regulation, or law of any governmental bureau or agency. Delays so caused shall not release the customer from his obligation to accept and pay for goods. Company's responsibility ceases upon delivery of the merchandise to the carrier.

4. **CREDIT:** This sale, unless for cash in advance, or COD., is subject to approval by the credit department of the Company. If the credit rating of the customer becomes unsatisfactory in the opinion of the credit department of the Company prior to delivery of the merchandise covered by this order, the contract may be cancelled by the Company. If the customer fails to fulfill any terms of the purchase agreed upon in connection with this or any other contract, the Company may defer delivery until compliance therewith is made, or at its option may cancel this contract.

5. **LIMITED WARRANTIES:** A. Products Manufactured by the Company- In the event any product sold hereunder manufactured or remanufactured by the Company is defective, on account of workmanship or material, the only warranty express or implied made by the Company applicable thereto is set forth in the standard published warranty covering these products. Detailed warranty certificates or tags are available on request and are supplied with each Company-built product sold which includes exchange engines, exchange assemblies and parts and IRRIGATION ENGINE PRODUCTS, and such detailed warranties are incorporated herein by reference. B. Products Fabricated in Part by the Company - In the event any product sold hereunder incorporates parts fabricated by the Company, the Company warrants only that its fabrication will be free from defects in material or workmanship for a period of 12 months from the date of delivery. During the warranty period, the Company will at its option repair, replace or pay for any defective part fabricated by it, and the Company shall not be liable for any transportation charges or for any incidental or consequential damages whatsoever. As to all remaining components of the products manufactured by others, Paragraph C, below, shall apply and the Company makes no warranty of its own, express or implied. C. Products Manufactured By Others - As to any product or item manufactured by other persons or firms (whether sold separately hereunder or incorporated into another product sold hereunder), the Company agrees only to present the Customer's claim with respect to defects to the manufacturer for adjustments, and the Customer agrees that the Company shall have no further liability or responsibility. A copy of the warranty given by each manufacturer of any product sold hereunder has either been furnished to Customer or is available to the Customer upon written request to the Company. In this connection, each manufacturer whose products are resold by the Company are sold under a limited warranty and NO SUCH MANUFACTURER MAKES ANY WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS, DESIGN, PERFORMANCE, CAPACITY OR EFFICIENCY OF ANY PRODUCT SOLD, AND PROVIDES THAT NO CLAIM FOR LABOR, TRANSPORTATION, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WILL BE ALLOWED. D. LIMITED WARRANTIES EXCLUSIVE - THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND BY ACCEPTANCE HEREOF, THE CUSTOMER AGREES THAT THERE IS NO EXPRESS OR IMPLIED WARRANTY BY THE COMPANY OR BY ANY MANUFACTURER AS TO THE FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, CAPACITY, OR EFFICIENCY OF ANY PRODUCT SOLD, AND THAT THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SALE BASED HEREON. THERE IS NO WARRANTY BY THE COMPANY OR BY ANY MANUFACTURER AS TO ANY PRODUCT DESIGNATED AS SUBSTANDARD. No modification or addition to this agreement with respect to warranty of the Company, either before or after contract of sale, shall be made except on written authority of the President or Vice-President of the Company. E. Agreement to Limit Warranties on Resale - By acceptance hereof, the customer covenants and agrees that in the event any products purchased hereunder are resold, either in their original form or as a component of another product or system, the LIMITED WARRANTIES provisions set forth above will be included in all sales documents by which the customer resells any of such products. In all such cases, the sales documents by which a purchaser from the customer purchases or accepts delivery of the products sold hereunder will include such LIMITED WARRANTIES and prior to any such sale or delivery an authorized representative of the subsequent purchaser will be made aware of the limitations on the warranty of the Company or other manufacturer of the products and that the disclaimers of the Company apply to the resale of such products. The customer agrees to indemnify and hold harmless the Company from any loss, claim or damage, including attorney's fees and expenses, resulting from a breach of the foregoing covenant.

6. **CANCELLATION BY CUSTOMER:** No merchandise may be returned for credit or replacement except on written approval by the Company. Orders placed with and accepted by the Company may not be cancelled except with the Company's written consent.

7. **MERCHANDISE RETURN:** In the event the Company agrees to accept returned merchandise for credit only, written authorization must be obtained from the home office of the Company and must be returned in salable condition and will bear a 15% restocking charge.

8. **PLACE OF PAYMENT AND APPLICABLE LAW:** The customer agrees to pay all sums which may become due under this order or which he may otherwise owe to the Company at the Principal Office of the Company in Arlington, Tarrant County, Texas. This order shall be governed by and construed in accordance with the laws of the State of Texas. In the event proceedings of any nature must be instituted to enforce payment of the amount due for any goods or services sold or delivered hereunder, it is agreed that customer shall pay to the Company in addition to the price noted, all attorney's fees and costs reasonably incurred by the Company and effecting collection of the amount due.

9. **FORBEARANCE - NO WAIVER:** Forbearance or failure of this Company to enforce any of these conditions or to exercise any right accruing from any default of the customer shall not affect or impair this Company's rights should such default continue, or in case of any subsequent default of customer, nor shall such forbearance or failure be deemed a waiver of this Company's rights in case of other or future defaults of the customer.

10. **USED MATERIAL AND EQUIPMENT:** Used material and equipment delivered by the Company or picked up by the customer are sold without warranties, express or implied, "as is, where is" unless there is a clear agreement with the customer in writing to the contrary. The customer agrees to inspect any and all such equipment before purchase is completed and to accept the same without any warranty of merchantability or fitness for a particular purpose.

11. **COMPLETE AGREEMENT:** This agreement sets forth the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and all prior understandings, representations and warranties, written or oral, express or implied, are merged herein and no subsequent agreement, understanding or representation by either party shall vary the terms hereof unless the same shall be in writing and signed by the duly authorized representatives of both parties.