



Oil Equipment Co., Inc.

CORPORATE LOCATION:

4701 Lien Road
Madison, WI 53704
P: 608-249-2881
F: 608-249-3766
800-279-7311

BRANCH OFFICE:

2357 Pamperin Road
Green Bay, WI 54313
P: 920-434-6400
F: 920-434-6464
800-279-7311

BRANCH OFFICE:

4255 N. Prairie View Road
Chippewa Falls, WI 54729
P: 715-723-5180
F: 715-723-5318
800-279-7311



CREDIT APPLICATION

Billing Information

Company Name:		
Address:		
City:	State:	ZIP:
Phone:	Fax Number (REQUIRED):	
AP Contact	AP Email Address:	
Type of Business:	Corporation	Partnership Proprietorship
Number of Employees:	Number of Years in Business:	

Site Information - (If Different than Billing)

Site Name:	Phone:
Address:	
City:	State: ZIP: Fax Number: (REQUIRED)

Owner Information

Last:	First:	Phone:
Address:		
City:	State: ZIP:	Email:

Bank Reference – (Must list FAX NUMBER – REQUIRED)

Bank Name:
Address:
Email:
Phone:
Fax Number (REQUIRED):

Trade References – (Must list FAX NUMBER – REQUIRED)

Company:	Company:	Company:
Contact:	Contact:	Contact:
Address:	Address:	Address:
Email:	Email:	Email:
Phone:	Phone:	Phone:
Fax Number: (REQUIRED)	Fax Number: (REQUIRED)	Fax Number: (REQUIRED)

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 resulting from their credit survey. We hereby agree to the terms and conditions on the reverse side of this application.

Authorized Signature

Title

Date

OEC, Inc. Standard Terms and Conditions

Purchaser, by ordering the merchandise on the reverse side, agrees to the following condition of sale:

1. Acceptance

Delivery of the materials/equipment herewith, installation of the specified equipment, Purchaser's acceptance hereof (either in writing or orally in person or over the telephone), and/or Purchaser's receipt of this invoice and failure to object to specific provisions in writing within 10 days, constitutes a binding acceptance by Purchaser of goods delivered or services rendered in connection herewith and all the terms herein.

2. Prices; Terms of Sale; Credit

- a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, we may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price.
- b. All payments are to be made to Seller at the address and pursuant to the terms on the opposite side. All credits and terms of sale must be approved by Seller's Main Office at the time of the order and are subject to review and approval during the life of any contract. A finance charge of 1 1/2% per month (18% per year) may be charged on any unpaid balance remaining at the end of every 30 day period. If payment is not made promptly when due, Purchaser must pay all costs and expenses of collection, including reasonable attorneys' fees. A time payment plan can be arranged only with advance approval by Seller's Main Office. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.
- c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. The stated prices do not include applicable taxes unless specified, and Seller may charge for same by a subsequent or supplemental invoice.

3. Delivery; Shipment Terms; Freight Damage Claims

- a. Shipping dates are approximate, and are contingent on fire, accidents, labor disputes, floods, manufacturer production schedules, installation schedules and coordination of trades, transportation delays, acts of God, or other causes beyond Seller's control. Seller will Exert the utmost effort to perform satisfactorily its shipping obligations, but shall not be liable for delay for any reason or for damage in transit of any materials furnished. Seller may make delivery in installments, which will be separately invoiced.
- b. The shipping terms, including the F.O.B. point (such as "shipper's dock" or a designated destination), must be indicated on the face of this invoice. The shipping terms should also include whether freight is "collect" or to be "prepaid and add." If these terms are not indicated, they may be chosen by Seller. Whenever merchandise is delivered to the designated F.O.B. point, a common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's place of business for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.
- c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for good damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

4. Limited Warranty, Indemnity and Hold Harmless

- a. Seller does not extend warranties to purchasers of materials an equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment

warranties with the manufacturer. MANUFACTURER OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean-up costs associated with loss of product, or damage to other equipment, unless said damage or loss is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

- b. Unless otherwise stated in the contract documents or required by applicable law, Seller extends to Purchaser a limited warranty for Seller's work performed hereunder that such work will be rendered in accordance with good commercial practice for a limited period of 30 days from the date of Seller's completion of such work; HOWEVER, IF DURING THIS PERIOD, THERE IS A MALFUNCTION DUE TO SELLER'S IMPROPER OR SUBSTANDARD PERFORMANCE, SELLER'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF SUCH EQUIPMENT (PROVIDED THAT SELLER IS GIVEN THE OPTION OF PERFORMING SUCH REPAIR OR REPLACEMENT WORK). SELLER'S LIMITED WARRANTY IS NULL AND VOID IN THE EVENT THAT PURCHASER OR A THIRD PARTY PERFORMS SUBSEQUENT WORK ON EQUIPMENT INSTALLED OR REPAIRED BY SELLER. UNDER NO CIRCUMSTANCES IS SELLER LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWN TIME, LOSS OF MATERIAL OR PRODUCT, CLEAN-UP COSTS ASSOCIATED WITH LOSS OF PRODUCT, OR ANY DAMAGE TO EQUIPMENT NOT SERVICED, REPAIRED OR INSTALLED BY SELLER. IN THE EVENT THAT SELLER SHALL BE LIABLE TO PURCHASER FOR DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS SALE, WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT (BUT NOT INTENTIONAL MISCONDUCT) OR OTHERWISE, PURCHASER MAY RECOVER FROM SELLER ITS DIRECT DAMAGES NOT TO EXCEED THE AGGREGATE AMOUNT OF PURCHASE PRICE PAID BY PURCHASER FOR THE PARTICULAR GOODS OR SERVICES TO WHICH A CLAIM OF LIABILITY IS ASSERTED.
- c. Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same relates to any claim, penalty, or fine by governmental agency for pollution, environmental damage, cleanup, or otherwise, or whether any claim is made by a third party against Seller or Purchaser, or said damage, personal injury or death is claimed or sustained by Purchaser or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorney's fees, except to the extent that said damage, personal injury or death is proven to have been caused by Seller's sole negligence. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller as a result of or in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from no defend and indemnify it against the same.
- d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

5. Cancellation and Return of Goods

Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays the freight charges and Seller's reasonable cancellation and restocking charges, based in part on manufacturer's charges. No merchandise is returnable without Seller's advance written consent, with shipping instructions furnished, and no merchandise will be accepted for credit without Seller's written authorization. At the option of Seller, return of material prior to receiving Seller's approval will result in material remaining the property of Purchaser, and it will be stored at Purchaser's risk and expense. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit will be issued to Purchaser until credit from the manufacturer is received. Absolutely no returns are allowed on electronic components.