



CREDIT APPLICATION (Page 1 of 3)

Company: _____ Federal ID#: _____

Physical Address: _____

City/State/Zip: _____ Tel: _____

Billing Address: _____

City/State/Zip: _____

Principals: _____

(Name) (Title)

In business since: _____ Dun & Bradstreet #: _____ D&B Rating: _____

Name of Bank: _____

Address: _____

City/State/Zip: _____

Type of account: checking savings other Account # _____

Accounts Payable Contact:

Phone: _____ **Ext:** _____

Fax: _____ **Can invoices be faxed? Yes** **No**

Email: _____ **Can invoices be emailed? Yes** **No**

Our vendor number with your company: _____

Trade References (with complete address or fax # and telephone #):

1. _____ Phone: _____
Fax: _____

2. _____ Phone: _____
Fax: _____

3. _____ Phone: _____
Fax: _____

4. _____ Phone: _____
Fax: _____

CREDIT APPLICATION (Page 2 of 3)

Philadelphia Mixing Solutions is required, by law, to collect tax on shipments. To ensure we have valid documentation on file, we are requesting you provide us with fully executed exemptions for all states you are claiming exempt status issued to: **Philadelphia Mixing Solutions, Ltd.**

Acceptable valid exemptions vary by state, a list of possible exemption documentation include:

- Direct Pay Permit
- Multijurisdictional Certificate (latest version only)
- Resale Certificates
- Governmental Entity Exemption
- Manufacturing Exemption Certificate
- Exempt Status by Law (Copy of State Law or Letter of Status)

Please be aware that the following states will require individual state certificates: FL, IN, LA, MA, MS, NY, VA, WV, and WY. For Louisiana please include any associated Parishes.

If you are NOT claiming exempt status, please check this box

The information above has been provided in confidence for the purposes of obtaining credit and is warranted to be true. The applicant authorizes Philadelphia Mixing Solutions, LTD, to investigate the references listed. Furthermore, the applicant also agrees to the terms and conditions of this credit application.

Signature

Title:

Date:

Philadelphia Mixing Solutions Sales Rep:
Philadelphia Mixing Solutions Application Engineer:

Should you have any questions regarding this application, please contact:

Brook Rinard
Accounting Specialist

Tel: (717) 832.8851

Fax: (717) 832.1735

brinard@philamixers.com

**PHILADELPHIA MIXING SOLUTIONS, LTD.
STANDARD TERMS AND CONDITIONS OF SALE**

GOVERNING TERMS

These terms and conditions and those stated in Seller's proposal or quotation shall exclusively govern the transaction of sale of goods between Customer and Philadelphia Mixing Solutions, Ltd. a Pennsylvania Corporation ("Seller"), described on the front side of this form, *provided that* any terms set forth on the front side hereof or in Seller's quotation which differ from, conflict with or add to the terms set forth below shall govern. Seller hereby objects to any additional, conflicting or different terms or conditions proposed by Customer prior or subsequent to the date hereof, including any such terms or conditions contained in the Customer's order or other Customer document. Acceptance of Seller's offer or counteroffer by acknowledgement is expressly limited to these Terms, which may not be modified except in writing, executed by the President or a Vice President of Seller.

GENERAL

Stenographic and clerical errors are subject to correction. All price lists and discount schedules of Seller are subject to change without notice. Further, unless otherwise stated on the front side of this form, if the delivery date of a product sold hereunder is more than three months after the order date, Seller may assess an additional fee to compensate Seller for any increase in raw material costs incurred between the date of order and date of delivery.

PROPRIETARY MATERIAL

All specifications, drawings, technical data and engineering information supplied to Customer by Seller constitute Seller's proprietary intellectual property, shall be used solely in connection with this order, shall not be disclosed to others without Seller's written consent and shall be returned upon request.

DISPUTES

All disputes, claims or controversies arising out of or in any way relating to the sale of products by Seller to Customer shall be governed by Pennsylvania law without regard to conflicts of law and shall be settled by arbitration in accordance with the rules for Construction Industry Arbitrations of the American Arbitration Association with all proceedings to be held in Philadelphia, Pennsylvania.

STANDARDS

The standards of the American Gear Manufacturers Association will be used and shall govern where applicable in the manufacture of gears and gear drive assemblies, unless Seller expressly agrees otherwise in writing.

WARRANTY

Subject to the qualifications set forth below, Seller warrants that for a period of one year after delivery to Customer the products sold to Customer (i) will be free from defects in materials and workmanship and (ii) in the case of mixers and aerators, will be fit to perform the specific function for which they are intended. Seller's warranty of fitness to perform the specific function for which intended is expressly conditioned upon (A) Customer's furnishing to Seller in writing accurate and complete data regarding the mixing and design conditions under which the products will be used and (B) the use of such products solely under the mixing or design conditions so described. Seller shall have no responsibility for the accuracy or reliability of specifications, design conditions or other data furnished by or on behalf of Customer or the ultimate user.

Materials exposed to process are not warranted against corrosion or other deterioration due to exposure to vessel contents. Customer is solely responsible to determine the integrity of such materials. Seller warrants only that (i) in the case of materials selected by Customer, the materials used will conform to Customer specifications of such materials and (ii) in the case of materials not specified by Customer, the materials shall be Seller's standard materials of construction for out-of-tank components.

Seller shall not be responsible for any defects in any components (such as gears, shafts, bearings, or motors) furnished by others, and Customer shall look solely to the manufacturer or supplier of such component its exclusive remedy with respect thereto.

Seller's warranties shall be void if the product is not used strictly in accordance with all instructions as to storage, handling, maintenance, lubrication, installation, startup, operation and safety set forth in the manuals and instruction sheets furnished by Seller.

At Seller's sole discretion, Seller may authorize repairs services to be performed by others. Seller shall have no responsibility for repairs made outside Seller's plant unless such repairs are effected in accordance with Seller's written authorization and shipped to such other repair facility strictly in accordance with Seller's instructions.

This limited warranty is exclusive and is in lieu of all other warranties whatsoever express and implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Any sample that may be provided by Seller shall not constitute a warranty that the products will conform to the sample. There are no oral statements, promises, representations or other warranties collateral to or affecting this limited warranty.

LIMITATIONS OF REMEDIES AND LIABILITIES

Seller's sole liability and obligation for a breach of the warranty or any other provision of these terms shall be to repair or replace the specific nonconforming products (or part) discovered during the one year warranty period or to credit or refund the purchase price actually paid for such nonconforming products (or part), as Seller may elect.

Such product (or part) shall be shipped to Seller as specified below under .Items Shipped to Seller.. Without limiting the foregoing, under no circumstances shall Seller be liable for any expenses for removal of allegedly defective product (or part) for inspection, replacement or repair or for installation costs of repaired or replaced product (or part).

Seller's liability on any claim, whether grounded in contract, tort (including negligence), any theory of strict liability or otherwise, of any kind for any loss or damage arising out of or in connection with or resulting from