



Industrial llc..

# Credit Application

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

Name of Firm: \_\_\_\_\_

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

Billing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Officers or Owners of firm: \_\_\_\_\_

A/P Contact: \_\_\_\_\_ Purchasing Contact: \_\_\_\_\_

Years Established: \_\_\_\_\_ Do you require P.O. numbers? \_\_\_\_\_

Type of Business: *Proprietorship Partnership Corporation*

Line of Business: *Manufacturer Distributor Other, Specify \_\_\_\_\_*

Please include a Copy of W-9

Est. Yearly Purchases: \$5K-\$20K \$20K-\$50K \$50K-\$100K \$100K-\$500K \$500K+

Taxable Non-taxable \* If non-taxable please provide us with a Tax Exempt Certificate

**Bank References:**

Name of Bank: \_\_\_\_\_ Bank Officer: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Account No: \_\_\_\_\_

**Local Trade References:** (\*\*List complete mailing addresses, phone, and fax numbers.\*\*)

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*\*In return for GHX Industrial LLC extending credit, unless otherwise mutually agreed in writing, applicant agrees to be bound by GHX's terms and conditions, a copy of which is attached and must be initialed as a part of this application.** The above information is for the purpose of obtaining credit and is warranted to be true. I hereby authorize the firm to whom this application is made to investigate the references listed pertaining to my/our credit and financial responsibility.

Firm Name: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Title

**GHX INDUSTRIAL, LLC****TERMS AND CONDITIONS OF SALE****1. ACCEPTANCE - AGREEMENT**

GHX's acceptance of any purchase order is limited to Purchaser's agreement to the express terms contained on the face and back of this invoice. Purchaser's agreement to these terms and conditions shall be conclusively presumed from Purchaser's receipt of GHX's invoice without prompt written objection thereto, or from Purchaser's acceptance of any part of the goods ordered hereby. Any proposal for additional or different terms, or any attempt by Purchaser to vary in any degree any of the terms of this invoice, is hereby objected to and rejected. Any provisions on the face or reverse side of any purchase order which Purchaser may send to GHX in connection herewith are for order identification only, are expressly objected to by GHX and waived by Purchaser, and made inapplicable to any purchase of GHX products under this invoice.

**2. TERMS OF PAYMENT AND FAILURE TO PAY**

Payment is due 30 days from the invoice date in US Dollars, unless otherwise specified herein. If Purchaser fails to pay any invoice when due, or if the financial condition or credit of Purchaser becomes unsatisfactory to GHX, GHX, at its option and without affecting any other lawful remedy, may change the terms of payment or suspend work and further deliveries, or both, until Purchaser provides security or other assurances for performance as demanded by GHX. The failure or refusal of Purchaser to provide assurances within ten (10) days after a request by GHX will constitute repudiation, at GHX's discretion, of the entire contract. By submitting any purchase order or other writing, either prior or subsequent to the date of GHX's quotation, Purchaser represents that it is solvent for all purposes.

**3. PRICES - QUOTATIONS**

Quotations are subject to change without notice and cover only the specified quantity. Due to conditions affecting prices, GHX will accept orders with the understanding that GHX reserves the right (with the exception to any price quoted for a special article) to change the price at any time, or from time to time, as to any part of the order then unfilled. Delivery of any part of an order at the price stated thereon shall be without prejudice to GHX's right, as stated, to change the price as to any remaining part of the order.

**4. TITLE AND RISK OF LOSS**

Unless otherwise stated with the order, Purchaser is responsible for any freight costs associated with the delivery of products to its destination. Title and risk of loss will pass to Purchaser upon delivery to the common carrier or upon customer pick-up.

**5. TAXES**

Any tax imposed on GHX by any law or governmental entity on the sale or use of the products sold by GHX shall be in addition to the sales price thereof.

**6. DELIVERIES; FORCE MAJEURE**

(a) While GHX shall try to schedule Purchaser's order for delivery as nearly in accordance with its instructions as possible, GHX does not guarantee nor assume liability for failure to meet any delivery dates. (b) GHX shall not be liable for failure to deliver products ordered by Purchaser if due to fire, flood, hurricane, riots, war, terrorism, government regulation, shortages of material, qualified labor, or inventory, discontinuance or change in design of ordered products, acts of God, or other similar or dissimilar causes beyond the reasonable control of GHX.

**7. CANCELLATIONS**

Cancellation of orders once placed with and accepted by GHX can be made only with GHX's consent. Orders may be cancelled or deliveries deferred only up the condition that Purchaser assumes immediate liability and makes payments to GHX for (a) all work completed at the unit price; (b) work in progress on the basis of percentage of completion thereof times the order unit price, and (c) raw materials, unamortized tooling, engineering and other cancellation charges incurred on the basis of cost to GHX, plus handling and overhead charges. All cancellation charges shall be determined at the time of cancellation and are immediately due and payable.

**8. DEFERRED DELIVERIES**

GHX may, but is not obligated to, accept a written request by Purchaser to delay shipment of any ordered products. If delayed

shipment is accepted by GHX, Purchaser shall pay any additional costs incurred by the delay and the price for the balance of the order shall be adjusted to reflect prices and costs in effect at the time of actual shipment. Any agreed to shipping delay is not to exceed thirty (30) days on that portion of the order which is not then in processor completed on condition that at the expiration of such time definite shipping instructions which meet with GHX's approval are given. Should the Purchaser at the expiration of the delay period fail to furnish definite acceptable shipping instructions, GHX shall have the right to make a cancellation charge on the same conditions and terms of payment as outlined under "Cancellation".

**9. RETURNED GOODS POLICY**

Requests for the return of products purchased from GHX will be considered only if the product is in new, resalable condition and in its original packaging. Fabricated custom hoses and gaskets, and special order non-inventoried items are not eligible for return. Eligible return items will be subject to restocking charges and should only be returned to GHX after a Return Goods Authorization Number has been obtained from GHX's customer service department.

**10. SHORTAGES**

Shortages or differences in shipments must be reported in writing to GHX within ten (10) days after receipt of shipment.

**11. WARRANTY; LIMITATION OF LIABILITY**

GHX warrants for a period of one (1) year from the shipment date that all products sold by it meet the specifications for such products and are free from defects of material and workmanship. GHX agrees to repair or replace without charge, F.O.B. its facility, or at its option to allow credit for, any portion of a product which proves to be defective in material or workmanship within the warranty period stated above. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL GHX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TOTAL LIABILITY OF GHX FOR ANY DAMAGES HEREUNDER SHALL BE LIMITED TO THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS PURCHASED HEREBY.

Written notice of any claimed defect must be given to GHX within thirty (30) days after such defect is or should have been discovered. Products claimed to be defective must be held for GHX's shipping instructions. No claim for products alleged to be defective will be allowed until GHX has had a reasonable opportunity to examine the products. GHX's obligation with respect to defective products is expressly limited to the repair or replacement of, or at its option, allowing credit for any such products, all as herein above provided.

This warranty does not extend to (a) any losses due to misuse, accident, abuse, neglect, normal wear and tear, or improper installation, maintenance or application; (b) products that have been repaired or altered outside of GHX's facility, unless authorized in writing by GHX or unless such installation, repair or alteration is performed by GHX; or (c) any labor charges for removal and/or replacement of the non-conforming or defective product or part thereof. This warranty extends to Purchaser only and not to Purchaser's customers or users of Purchaser's products.

**12. GOVERNING LAW; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to any conflict of laws principles. Venue for any action shall lie in the federal or state courts of Houston, Harris County, Texas.

**13. ENTIRE AGREEMENT**

This invoice and any documents referred to on the face hereof, constitute the entire agreement between the parties. Except as otherwise provided for herein, any changes must be agreed to in writing by GHX. No statement, recommendation or assistance made or offered by GHX through its salespersons or other representatives to the Purchaser with respect to the use of any product sold by GHX shall be or constitute a waiver by GHX of any of the provisions hereof.

**Acknowledged by:** \_\_\_\_\_  
Initials Date