

WATER PRODUCTS CO.
P O BOX 50
AURORA, IL 60507
630 898-6100 630 898-1067 FAX

CREDIT APPLICATION

NAME: _____ PHONE (____) _____

FAX (____) _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

TYPE OF BUSINESS _____

HOW LONG HAS COMPANY BEEN IN BUSINESS? _____

CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

NAMES OF PRINCIPALS:

NAME _____ TITLE _____ SOCIAL SECURITY # _____

BANK REFERENCE:

NAME: _____

ADDRESS: _____

CONTACT: _____ PHONE(____) _____

TYPE: _____ ACCT.NO: _____

TRADE REFERENCES-3 MAJOR SUPPLIERS-NAME, CITY & STATE, PHONE & FAX

1. _____

2. _____

3. _____

GENERAL: YEARLY GROSS _____ NET WORTH _____

NO. OF EMPLOYEES _____ LIMIT DESIRED _____

CREDIT TERMS: NET 30 DAYS (A monthly service charge will be assessed at the maximum legal rate on all past due material balances)

The party signing this application certifies that all of the information furnished is correct. That the firm is not insolvent and is in good standing, and also agrees to all the terms and conditions of sale contained on reverse side of this application.

SIGNATURE _____ TITLE _____ DATE _____

**WATER PRODUCTS CO.
TERMS AND CONDITIONS**

1. All orders are subject to approval by Water Products Company of Aurora, Inc. (herein referred to as WPC) and its divisions.
2. Acceptance of orders, whether oral or written is based on the express condition that Buyer agrees to all of the terms and conditions contained herein. Acceptance of delivery by Buyer will constitute Buyer's assent to these terms and conditions. These terms and conditions represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall bind WPC unless made in writing and signed and approved by an officer or other authorized person at the home office of WPC in Aurora, Illinois. No modification of any of these terms will be affected by WPC's shipment of goods following receipt of Buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.
3. All prices are F.O.B. shipping point unless otherwise specified, and are subject to adjustment, without notice, to WPC's prices in effect at the time of shipment. Any increase in transportation rates or any changes in routing resulting in an increase in transportation costs shall be paid and borne by Buyer. Prices quoted are firm for acceptance and placement of an order within 30 days of bid date and for shipment within 60 days from date of order.
4. Unless otherwise specified, terms are NET 30 DAYS. A monthly service charge will be assessed at the maximum legal rate on all past due, unpaid, material balances. Buyer agrees to pay all costs of collection, including but not limited to, attorney's fees and court costs, should the indebtedness have to be collected by outside sources.
5. WPC shall not be liable for delays in shipment or default in delivery for any cause beyond WPC's reasonable control including but not limited to government action, shortage of labor, raw material, production or transportation facilities, labor difficulty involving employees of WPC or others, fire, flood, or other casualty. In event of any delay in WPC's performance due in whole or in part to any cause beyond WPC's reasonable control, WPC shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.
6. All taxes and excises of any nature whatsoever, now or hereafter levied by governmental authority upon the sale or transportation of any goods covered hereby, shall be paid and borne by Buyer.
7. Any claim by Buyer against WPC for shortage or damage occurring prior to delivery must be made in writing within ten (10) days after receipt of shipment and accompanied by original transportation bill signed by carrier noting that carrier received goods from WPC in the condition claimed.
8. WPC warrants that the goods furnished hereunder will conform to the materials and design specified by Buyer (if any). Goods manufactured and warranted by others shall be subject only to the warranties of the manufacturers of said material.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS.

WPC shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the goods, or from any other cause relating thereto, and WPC's liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of goods not complying with this agreement, or, at WPC's election, to the repayment of, or crediting Buyer with, an amount equal to the purchase price of such goods whether such claims are for breach of warranty or negligence.

9. WPC reserves the right to require payment for any shipment hereunder in advance, or satisfactory security, if the financial responsibility of Buyer becomes unsatisfactory to WPC. If Buyer fails to make payment in accordance with the terms of this agreement, or fails to comply with any provision hereof, WPC may, at its option, (and in addition to other remedies) cancel any unshipped portion of this order, Buyer to remain liable for all unpaid accounts.
10. WPC will use all reasonable efforts to comply with Buyer's requests as to method of shipment, but WPC reserves the right to use an alternate method of transportation or route of shipment if substantial delay might otherwise occur. In such cases WPC will notify Buyer of such changes as soon as reasonably possible.
11. Delivery by truck will be made to nearest points reasonably accessible by truck as determined by the driver. Buyer will furnish and pay for necessary labor to unload and store goods. Buyer shall note loss or damage on truck shipments upon delivery ticket returned to WPC.
12. This agreement cannot be terminated, and goods cannot be returned, without WPC's prior written consent. Authorized returns for credit must be in completely resalable condition and will be subject to a **minimum 25%** restocking charge. Special order material is non-returnable.
13. Waiver by WPC of any breach of these terms and conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time.
14. This agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the state in which materials are delivered or received, including the Uniform Commercial Code. Any claim by Buyer arising hereunder which cannot be amicably resolved, shall be tried in the appropriate state or federal court. Any claim by WPC arising hereunder, shall be tried in the appropriate state or federal court, to the jurisdiction of which Buyer submits.