



# US Vacuum Pumps LLC

P.O. Box 909  
Canton, TX 75103  
(903) 848-9800, Fax: (903) 848-9252

## APPLICATION FOR CREDIT & ACCEPTANCE OF TERMS

COMPANY NAME \_\_\_\_\_ DATE \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

### **TYPE OF ORGANIZATION**

INDIVIDUAL OWNERSHIP\_\_\_\_ PARTNERSHIP\_\_\_\_ CORPORATION\_\_\_\_ LLC\_\_\_\_ STATE \_\_\_\_\_

PARENT COMPANY \_\_\_\_\_ STATE \_\_\_\_\_ NUMBER OF EMPLOYEES \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS \_\_\_\_\_ DUNN & BRADSTREET NO. \_\_\_\_\_

TAX EXEMPT: YES \_\_\_\_\_ NO \_\_\_\_\_

### **TRADE REFERENCES**

SUBMITT THREE (3)

### **BANK REFERENCE**

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

### **ACCOUNTS PAYABLE CONTACTS**

ACCOUNTS PAYABLE CONTACT NAME \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

E-MAIL \_\_\_\_\_

E-MAIL FOR SENDING INVOICES \_\_\_\_\_

**U.S. Vacuum Pumps LLC**

2095 West State Hwy 243  
Canton, TX 75103

Tel: 903-848-9800  
Fax: 903-848-9252

help@usvacuumpumps.com  
Www.usvacuumpumps.com



## **LIMITED WARRANTY**

Unless otherwise stated in Seller's quotation, Seller warrants the products and parts that it manufactures will be free from defect in materials and workmanship for twelve (12) months from the date of startup, but not to exceed eighteen (18) months from the date of readiness to ship. Performance warranties (if any) are limited to those specifically included in Seller's proposal and identified as such. Equipment (including accessories, components and parts thereof) furnished by Seller but manufactured by others is not warranted by Seller and such equipment shall carry the warranty (if any) which the manufacturer has conveyed to Seller to the extent it can be passed on to the Buyer. Seller shall, upon prompt written notice by the Buyer, correct such non-conformities, at Seller's option, by either repair or replacement. All such defective Goods shall be sent at Buyer's expense directly to Seller at 2095 West State Hwy 243, Canton, TX, USA, 75103. Shipment of repaired or replacement goods will be at Seller's expense. Seller warrants any Equipment repaired or replaced pursuant to the above warranty to be free from defects in materials and workmanship for the longer of: (a) a period of ninety (90) days after the start-up of such repaired or replaced Equipment or (b) the period remaining on the Equipment warranty.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION, CONDITION OR WARRANTY, INCLUDING, BUT NOT LIMITED TO, STATEMENTS OF CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE, WHETHER MADE BY SELLER, EMPLOYEES OR REPRESENTATIVE PERSONNEL, SHALL BE CONSIDERED TO BE A WARRANTY BY SELLER FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF SELLER WHATSOEVER AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM ANY CONTRACT RESULTING OR ARISING FROM OR OTHERWISE EVIDENCED BY THIS AGREEMENT.

The above warranties do not apply to products which are (a) repaired, modified or altered by any party other than Seller or Seller's Authorized Service Center; (b) subjected to unusual physical, thermal, or electrical stresses, corrosion or erosion, improper installation, improper grounding that can result in VFD induced shaft voltage, improper maintenance, lack of lubrication, misuse, abuse, accident or negligence in use, improper storage, transportation or handling, or (c) considered a consumable item or an item requiring repair or replacement due to normal wear and tear. SELLER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE UNDER THIS CONTRACT, AND IN NO CASE SHALL SELLER'S LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER.

I (we) understand that the information furnished on these pages is for the purpose of obtaining credit for my firm. That I (we are) authorized in my (our) capacity to bind my (our) firm accordingly. That all account or monies due shall be due and payable at Van Zandt County., Canton, TX. Terms of the sale are F.O.B. Shipping point. Net 30 Days. Any and all installments or payments due under this agreement which are not received on the date due shall accrue interest of the maximum rate permitted by law or 18%, whichever is less. If any or all installments are placed for collections, I (we) agree to pay all court costs, attorney fees related to the collection of past due amounts.

STANDARD TERMS ARE NET 30 DAYS FROM INVOICE DATE. It is agreed that sale of products by US Vacuum Pumps LLC will be based on these terms. It is also agreed that US Vacuum Pumps LLC terms and conditions will supercede all others

BUYER hereby consents that this agreement and the rights and obligations of the parties hereby shall be governed by and constructed in accordance with Texas law. This continuing and ongoing agreement shall apply to all transactions between buyer and US Vacuum Pumps LLC and shall be governed by the laws of the state of Texas. Buyer expressly waive the right to jury trial, for any manner involving this agreement and transaction. Guarantor further agrees that any cause of action that would arise regarding this agreement and transaction would arise in the state of Texas, and venue would be proper in the courts of Texas in the county of Van Zandt only.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(REQUIRED)

NAME: \_\_\_\_\_

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