

# NEW ACCOUNT CREDIT APPLICATION

707 SW 19<sup>th</sup> Avenue Williston, FL 32696 800.352.6431 Main 352-528-7886 Fax www.ancorp.com

| Date:                       | ,20                       |  |            |              |                  |                                    |                      |                   |          |
|-----------------------------|---------------------------|--|------------|--------------|------------------|------------------------------------|----------------------|-------------------|----------|
| Business Name:              |                           |  |            | Phone        | :                |                                    |                      | Fax:              |          |
| Street:                     |                           |  | Cit        | ty:          |                  |                                    |                      | State:            | Zip:     |
| Mailing Address:            |                           |  | Cit        | ty:          |                  |                                    |                      | State:            | Zip:     |
| Type of Business:           |                           |  |            |              | Website:         |                                    |                      |                   |          |
| Accounts Payable            | Contact:                  |  |            | Phone:       |                  |                                    | Fa                   | ax:               |          |
| Accounts Payable Email:     |                           |  |            |              | Credit           | Line Re                            | quested              | \$                |          |
| How did you hear            | about us?                 |  |            |              |                  |                                    |                      |                   |          |
| lf you w                    | ould like to es           | tablish your shipping                            | preferer   | nces at thi  | s time, please p | provide t                          | he follov            | ving info         | rmation. |
| Preferred Shipping Carrier: |                           |  | Method: A  |              |                  | Acc                                | Account #:           |                   |          |
| Do you accept par           | ? Yes<br>No <sup>[]</sup> |  |            | y shipments? | riate indi       | ] Yes<br>] No<br><b>ividuals</b> . | lf yes, h<br>days ea | iow many<br>irly? |          |
| Name:                       |                           |  | Title:     |              |                  |                                    | mail:                |                   |          |
| Name:                       |                           |  | Title:     |              |                  |                                    | mail:                |                   |          |
|                             | -                         | Terms and Conditions of<br>submitted on a separa |            |              | mpleted applicat | ion will b                         | e process            | ed upon r         | eceipt.  |
| #1 Name:                    |                           | •  | Phone      | -            |                  |                                    | Fax:                 |                   |          |
| Address:                    |                           |  | T          | 1            |                  |                                    | Accour               | nt #:             |          |
| #2 Name:                    |                           |  | Phone      | :            |                  |                                    | Fax:                 |                   |          |
| Address:                    |                           |  |            |              |                  |                                    | Accour               | nt:               |          |
| #3 Name:                    |                           |  | Phone      | ::           |                  |                                    | Fax:                 |                   |          |
| Address:                    |                           |  |            |              |                  |                                    | Accour               | nt:               |          |
| Name & Address o            | of Bank:                  |  |            |              |                  |                                    |                      | ·                 |          |
| Phone:                      |                           | Checking Acc                                     | ount #     |              |                  | Saving                             | gs Accou             | unt #             |          |
| Name of bank con            | tact:                     |  |            |              |                  |                                    |                      |                   |          |
| Name & Signature o          | of all persons            | who are authorized to                            | sign ch    | ecks:        |                  |                                    |                      |                   |          |
| Name:                       | Name:                     |  | Name:      |              |                  | Name:                              |                      |                   |          |
| Signature:                  | Signature:                |  | Signature: |              | Signature:       |                                    |                      |                   |          |

# ANCORP Terms and Conditions of Sale

## Payment Terms:

ANCORP offers net 30 days payment terms upon verification of credit in good standing. Verification is accomplished by reviewing at least three U.S. trade references and one U.S. Bank reference. Major credit cards, prepaid, or letter of credit are also accepted. If customer's account is not paid within the terms stated, the account will be put on shipping hold until the account is cleared.

## Pricing and Specifications:

Subject to change without notice.

# Minimum Order:

\$50.00 unless otherwise noted.

#### Shippina:

Is pre-paid and add F.O.B. Williston, FL. or consignment shipped.

The customer determines carrier. If no carrier is specified then ANCORP will make the most cost effective choice.

#### Warranty:

ANCORP products are under warranty for a period of 12 months. Any modification to the product by the buyer or their agent voids this warranty. Liability under this warranty is expressly limited to repair or replacement of defective products at the option of ANCORP. Products returned to ANCORP for repair or replacement shall be received prepaid. Warranty is void due to abuse or use of the product inconsistent with its manufactured intent.

Expendable items such as tubes, heaters, bellows, etc., may have a service life of less than one year in normal usage. If such items fail to give reasonable service for a reasonable period of time, as determined solely by ANCORP, they will be repaired or replaced by ANCORP, at its election.

The buyer shall give ANCORP prompt notice of any claim under this warranty. If ANCORP at its sole discretion determines that the product does conform to this warranty, ANCORP shall replace or repair the product free of charge. If such replacement or repair is not feasible, ANCORP may, at its sole option, refund the purchase price.

### Disclaimer of Warranty:

ANCORP makes no warranties with respect to this sale, whether expressed or implied, except as stated herein, ANCORP makes no warranty of merchantability or fitness for a particular purpose.

#### Limitation of Remedy and Damages:

The exclusive remedy of the buyer with respect to the transactions contemplated herein shall be the replacement or repair of said products, or the return of the purchase price, as set forth under "Warranty." Except as herein provided, every form of liability for direct or consequential damage for loss, arising from contract, TORT or otherwise, is expressly excluded and denied, including without limitation, loss or damages to buildings, contents, products, production output or persons.

#### Returns:

Only returns authorized by ANCORP will be accepted. All claims must be made within 30 days from receipt of shipment and ANCORP must be given an opportunity to investigate. ANCORP shall incur no liability for damage, shortages or other cause alleged to have occurred at or prior to delivery to the customer unless buyer shall have entered full details thereof on its receipt to the carrier. Standard product may be returned in working and re-sellable condition, while still in the original ANCORP packaging for a full credit toward future purchases. A restocking fee may be charged. Products over 60 days old from date of shipment will not be accepted for return. ANCORP reserves the right to refuse the return of non-stocked products. The customer may choose to have the credit issued in the form of a check rather than credited to their account for a fee of 10% of the total credit.

#### Cancellation:

Any request by customer for cancellation in total or part of any purchase order accepted by ANCORP shall be subject to the following conditions:

- ANCORP must receive written notice of request for cancellation, stating the reasons therefore. а.
- Customer shall be liable for payment of the following charges to ANCORP in the event of cancellation. b.
  - For all charges incurred (including overhead, G&A, and profit) prior to the day that the notice of cancellation is received by ANCORP for all parts peculiar to customer's requirements. 1. Upon payment by customer of these charges such parts become the property of customer, ANCORP will store said parts for a reasonable period of time pending receipt of customer's instructions for disposition. Such storage is at customer's risk and may be subject to storage charges if stored by ANCORP for longer than 30 days from the cancellation date. 2
    - Charges to convert modified standard parts for return to ANCORP's inventory.

## Taxes, Tariffs and miscellaneous fees:

Any tax, tariffs or miscellaneous fees encountered in order to transact business with a customer are the responsibility of said customer.

#### Patents and Rights:

The equipment to be provided by ANCORP under its quotation may include items for which a supplier or ANCORP holds patent rights, or has patent rights pending, or has a license to manufacture under patent rights held by others. ANCORP shall not be liable for any claims against the customer arising from such patent or license rights.

The acceptance of a purchase order, submittal or quotation, or supply of products, services or equipment does not constitute an offer nor imply the obligation of ANCORP to make any patents, patent rights, or license to manufacture available to the customer or any third party having a contractual relationship with the customer with respect to any item supplied by ANCORP.

All drawings, unique techniques and inventions made by ANCORP, its agents or employees in the fulfillment of any contract shall be and remain the property of ANCORP.

#### Agreement:

This writing and the credit sales agreement is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement; any subsequent modification of this agreement may by made in writing and signed by both parties.

# Law and Forum:

All contracts and transactions between ANCORP and the customer shall be governed and construed in accordance with the laws of the State of Florida and shall be enforceable only in the State and Federal Courts of said State.

# I have read and agree to the terms provided in this document.

| Signature: | _Print name: | Date: |
|------------|--------------|-------|
| Signature  |              | Dute  |

| ANCORP ONLY:                             |                  |  |  |  |  |  |
|--|------------------|--|--|--|--|--|
| Account Approved:  Yes No BY:            | Date:            |  |  |  |  |  |
| Terms: □Net 30 □Credit Card □COD □Other: | Credit Limit: \$ |  |  |  |  |  |
| Customer Notified By:                    | Date:            |  |  |  |  |  |