

# CHALFANT MANUFACTURING COMPANY CREDIT APPLICATION

**PLEASE INCLUDE A COMPLETED SALES TAX EXEMPTION CERTIFICATE**

## BILLING INFORMATION

Company Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_ Other: \_\_\_\_\_  
Incorporated? Yes No State: \_\_\_\_\_ Year: \_\_\_\_\_

## PURCHASING INFORMATION

Name of person in charge of purchasing: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Are Purchase Orders Required? Yes No Estimated Credit Requested: \_\_\_\_\_

## BANKING INFORMATION

Bank Name: \_\_\_\_\_  
Bank Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
Type of Account: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Savings \_\_\_\_\_ Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Checking \_\_\_\_\_  
Other \_\_\_\_\_

## BUSINESS REFERENCES - US COMPANIES

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Account \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Account \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Account \_\_\_\_\_

## PURCHASE AGREEMENT

I / WE, THE UNDERSIGNED, ACKNOWLEDGE THE INFORMATION SUPPLIED ON THIS APPLICATION FOR CREDIT IS TRUE, ACCURATE AND COMPLETE. WE AUTHORIZE CHALFANT TO VERIFY ALL CREDIT AND FINANCIAL INFORMATION PROVIDED BY CONTACTING INDIVIDUALS, BANKS AND COMPANIES SHOWN. WE AGREE TO PAY ALL INVOICES IN ACCORDANCE WITH THE TERMS OF SALE SHOWN ON SUCH INVOICES AND STATEMENTS PROVIDED. WE ALSO AGREE TO PAY INTEREST ON ALL BALANCES AND/OR AMOUNTS THAT ARE PAST DUE AS SET BY CHALFANT, AT THE LEGAL RATE ALLOWED. WE AGREE TO PAY LEGAL FEES, COURT COSTS, OR COLLECTION AGENCY FEES IF COLLECTION ACTION IS REQUIRED.

**\*\*\*\*PLEASE DO NOT ALTER OUR TERMS\*\*\*\***

**BY SUBMITTING THIS FORM ELECTRONICALLY, YOU AGREE TO OUR TERMS AND CONDITIONS.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Please Print: Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Terms and Conditions

### GENERAL TERMS AND CONDITIONS OF SALE

The terms and conditions of sale apply to any sale of products (the "Products") by Chalfant Manufacturing Company, a OHIO corporation ("Company"), and include LIABILITY AND REMEDY LIMITATIONS AND WARRANTY EXCLUSIONS, INCLUDING WITHOUT LIMITATION LANGUAGE EXCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

**1. General. THESE GENERAL CONDITIONS, TOGETHER WITH ANY NONCONFLICTING PROVISIONS IN COMPANY'S QUOTATION, ARE INTENDED BY THE PARTIES AS THE FINAL EXPRESSION, AND CONTAIN THE COMPLETE AND EXCLUSIVE STATEMENT, OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSIDING ALL PREVIOUS OR SIMULTANEOUS COMMUNICATIONS EITHER ORAL OR WRITTEN.**

Company's quotations are offers which may only be accepted in full. If Purchaser's order or other form states terms additional to or different from those set forth herein, this writing shall be deemed notification of objection to such additional or different terms. This Agreement is conditioned on Purchaser's acceptance and assent to the terms and conditions contained herein. Acceptance of this Agreement shall be deemed to have occurred at the earlier of (i) 7 days from the date specified on Company's acknowledgment form unless written objection is received by Company during such 7 day period, (ii) Company's identification of existing goods as goods to which this Agreement refers, or (iii) onset of Company's manufacture of future goods. This Agreement cannot be waived, varied, modified or amended in any manner (including subsequent conduct between the parties) except in a writing signed by Company. Any portion deemed invalid or unenforceable shall be struck and the remainder of this Agreement shall continue to be effective and binding. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. This Agreement is made under, and for all purposes shall be construed and enforced in accordance with and governed by, the laws of the Commonwealth of Pennsylvania, excluding (i) its conflict of laws provisions and (ii) the United Nations Convention for the International Sale of Goods. All actions arising hereunder shall be instituted in Montgomery County, Pennsylvania. Purchaser hereby consents to the jurisdiction of the state and federal courts sitting in Montgomery County, appoints the Secretary of State of Pennsylvania in Harrisburg as its agent for service of process and agrees to appear in action upon written notice thereof.

**2. Price and Payment.** Unless otherwise stated, all prices for the Products are net Ex Works (INCOTERMS 2000) Company's facility in Brunswick, OHIO ("EXW"), with freight and insurance for Purchaser's account, and shall be those prices in effect at the time Company accepts Purchaser's order except as provided below. As Company's prices are based upon costs and conditions (including exchange rates) existing at time of acceptance, prices are subject to increase as those conditions change, e.g. increase in price of materials and labor and exchange rate fluctuations. Prices exclude all duties, taxes, tariffs, or other charges ("Charges") which may be imposed upon the sale or use of the Products. All Charges paid by Company shall be for Purchaser's account. Any claim for exemption from Charges must be plainly designated on the face of the order and accompanied by all required exemption certificates. Payments are due net 30 days from the date of invoice, in immediately available funds, without deductions or set-off. Company may require payment to be made C.O.D. or via irrevocable letter of credit in favor of, and acceptable to, Company, established at Purchaser's expense. If payment is not made when due, Company may suspend all future delivery or other performance (including performance of warranty obligations hereunder) with respect to Purchaser without liability or penalty and, in addition to all other sums payable hereunder, Purchaser shall pay to Company (i) the reasonable costs and expenses incurred by Company in connection with all actions taken to enforce collection or to preserve and protect Company's rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs and other expenses and (ii) interest on all amounts unpaid after 30 days charged at the monthly rate of 1-1/2% or The highest rate permitted by law, whichever is lower.

**3. Title and Security Interest.** Company reserves, and Purchaser hereby grants to and creates in favor of Company, a first priority purchase money security interest in each Product (or the equivalent under Purchaser's local law), including all component parts added by modification or repair, and all proceeds from the sale thereof, until full payment is received. Purchaser agrees to sign upon request, and hereby authorizes Company to sign on its behalf and as its attorney in fact, any documents necessary to perfect Company's security interest. Upon resale, Purchaser agrees to take, and immediately assign to Company, a perfected security interest in each Product.

4. Shipment; Delivery; Inspection. Unless otherwise agreed in writing, shipment and delivery of the Products shall be EXW. All shipment, insurance or similar charges shall be borne by Purchaser. Delivery of the Products to the first carrier shall constitute delivery to Purchaser, whereupon risk of loss is transferred to Purchaser, and all claims for loss or damage in transit or for non-delivery shall be made by Purchaser against the carrier. At Company's option, Products may be shipped in advance of the requested shipment date or in installments. Unless agreed to otherwise in writing on the face of the applicable purchase order by the General Manager of Company (the "Company Representative"), all delivery information (including time for shipment) is approximate. Company's sole responsibility is to use reasonable commercial efforts to meet specified shipment dates. Purchaser expressly absolves Company from any liability for any loss or damage resulting from a failure to deliver or delays in delivery caused by any conditions related to, or caused by, failure to process or inaccurate processing of time-sensitive information and/or mechanisms, a labor dispute (e.g. strike, slowdown or lockout), fire, flood, governmental act or regulation (e.g. denial of export licenses), riot, inability to obtain supplies or shipping space, plant breakdown, power failure, delay or interruption of carriers, accidents, acts of God or other causes beyond Company's control. **NOTWITHSTANDING THE ABOVE, COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE OR PENALTIES WHATSOEVER, WHETHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, RESULTING FROM COMPANY'S FAILURE TO DELIVER OR DELAY IN DELIVERY FOR ANY REASON.** Within 5 business days of receipt, Purchaser shall inspect the Products. Unless Purchaser notifies Company in writing of any nonconformities within 10 business days of receipt, Purchaser shall be deemed to have accepted the Products without qualification, and cannot, thereafter, reject any Products. Once used or installed, Products are deemed to be fully conforming to this Agreement.

5. Cancellation, Failure to Take Delivery. This Agreement cannot be canceled or postponed by Purchaser except with Company's consent and upon terms that will indemnify Company against loss. If Purchaser cancels all or part of an order for special, non-standard Products ("Specials"), Purchaser shall pay Company the greater of an amount equal to (i) 100% of the price for such cancelled Specials, or (ii) the actual and consequential damages incurred by Company, including without limitation Company's anticipated profit and expenses already incurred by Company. If Purchaser cancels all or part of an order for standard Products ("Standard Products"), Purchaser shall pay Company the greater of an amount equal to (i) 50% of the price for such cancelled Standard Products, or (ii) the actual and consequential damages incurred by Company, including without limitation Company's anticipated profit and expenses already incurred by Company. [In the event the Purchaser requests an extension of the delivery date and Company, in its sole discretion, agrees to extend such date, Company may place such Products either at Company's warehouse in Elyria, OH or in King of Prussia, PA or at an off-site location. In such events, (a) if storage is at an off-site location, all costs incurred by Company in connection with such storage, including, without limitation, costs of preparing such Product for storage, placement into storage, handling, storage/demurrage, inspection, preservation and insurance (or if storage shall be at Company's warehouses, then up to five percent (5%) of the total price of the Products being stored for each month (or portion thereof) of storage), shall be due and payable by Purchaser upon receipt by Purchaser of Company's invoices therefore, and (b) Company's delivery obligations shall be deemed fulfilled and title and all risk of loss or damage to such Products shall thereupon pass to Purchaser, if it has not already passed, and (c) when conditions permit and upon payment of all amounts due hereunder, Company shall arrange, on behalf of Purchaser, and at the cost of Purchaser, for shipment to a destination mutually acceptable to Company and Purchaser.]

6. Limited Warranty. Subject to the warranty limitation set forth in Section 7, Company warrants that the Products sold hereunder will be free from defects in material and workmanship for one year after shipment EXW, under normal and proper use and service. Drawings prepared by Company and approved by Purchaser shall be deemed the correct interpretations of the work to be performed even if inconsistent with the plans and specifications. Upon resale, Purchaser agrees to extend to its customers no greater warranties, and limit its liability and remedies to the same extent, as those set forth herein.

7. Warranty Limitation. The warranty and remedies for breach of warranty provided for in these General Conditions extend only to the original installation and do not cover, and Company shall not be liable for, (i) abnormal wear and tear or damage caused by installation, maintenance, or use which is improper or contrary to the instructions published by Company, (ii) storage of Products in a wet or damp area or unprotected from weather and other job conditions, (iii) any cause beyond the control of Company, including without limitation conditions caused by movement, settlement or structural defects of the environment in which the Products are installed, fire, wind, hail, flood, lightning or other acts of God, any conditions related to, or caused by, failure to process or inaccurate processing of time-sensitive information and/or mechanisms, intentional acts, accidents, negligence or exposure to harmful chemicals, pollutants or other foreign matter or energy, (iv) repair or damage caused by anyone except personnel authorized by Company, (v) any damage to the finish of the Products after they leave Company's facility, or (vi) any discoloration or spotty appearance of the Products. Items repaired or replaced and designs corrected under warranty are warranted only for the remainder of the original warranty period. All Product literature is for illustrative purposes only and does not contain a warranty of any kind. Company's advice relating to the technical usage of the Products or the intellectual property rights of others, whether provided orally or in writing or through the provision of test results, is given in accordance with Company's best knowledge at that time, but shall at all times be deemed to be non-binding. Such advice does not relieve Purchaser from the obligation, and Purchaser accepts full responsibility, to confirm for himself the suitability of the Products for the intended purpose(s).

**THE WARRANTY SET FORTH IN SECTION 6 IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, SPECIFICALLY EXCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8. Remedy. Purchaser's sole and exclusive remedy, and Company's only obligation for breach of warranty hereunder, shall be, at Company's option in its sole discretion, to (i) repair or replace the defective Product which fails within the one year warranty period, free of charge, provided that Purchaser promptly notifies Company of such failure and, after receipt of prior written authorization from Company, returns such Product to the place requested by Company, freight prepaid, and thereupon Company finds such to be defective or (ii) issue a credit equal to the price of the defective Product which fails within the one year warranty period. Purchaser must pay all related costs of repair or replacement, including removal, installation or reinstallation costs. Company's personnel must be granted access to inspect the Products claimed to be defective at the site of their installation or use.

9. Disclaimer; Limitation of Liability, Time For Claims. Purchaser agrees that Company and its affiliates shall not be liable for any INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES including but not limited to loss of profit or revenues, damage for loss of use of the Products, damage to property, claims of third parties, including personal injury or death on account of use of the Products or failure of Company to warn against or instruct on, or adequately warn against or instruct on, the dangers of the Products or the safe and proper use of the Products, whether or not Company has been advised of the potential for such damages. Company's total liability hereunder from any cause whatsoever (except liability from personal injury caused by Company's negligence), whether arising under contract, warranty, tort (including negligence), strict liability, products liability or any other theory of liability, will be limited to the lesser of Purchaser's actual damages or the price paid to Company for the Products that are the subject of Purchaser's claim. All claims against Company must be brought within one year after the cause of action arises, and Purchaser expressly waives any longer statute of limitations.

10. Specifications, Intellectual Property. Company assumes no liability for any errors or omissions in any specifications provided or required by Purchaser ("Purchaser Specifications"), including any errors or omissions made by Company in interpreting Purchaser Specifications. Purchaser Specifications not listed and priced by Company are not part of this Agreement. Purchaser agrees, at its own expense, to defend, indemnify and hold harmless Company, its officers, agents, employees and principals, against any and all losses, costs, including investigation costs, damages, claims, liabilities or expenses of any kind, including without limitation reasonable attorneys' fees, arising out of or resulting from, directly or indirectly, any claims of violation of proprietary rights of third parties due to, or injury or death to persons or damage to property caused by, Purchaser Specifications. Company retains all copyrights and other ownership rights with respect to all drawings, models, plans, software, samples, and other documentation (collectively "Company Documentation"). Company Documentation may not be copied or disclosed to others without Company's express written consent and must be promptly returned to Company (i) if an order is not placed or (ii) at Company's request. If an order is not placed in response to Company Documentation, Company is entitled to reasonable compensation.

11. Exports. Purchaser warrants that it is and will remain in compliance with all export and reexport requirements, laws and regulations of the United States of America and any other applicable export and reexport laws and regulations.

12. Change Orders. Any changes to an order requested by the Purchaser shall only be effective upon the written consent thereto, signed by the Company Representative.