Hydraulic Machinery, Inc. 5024 N. 56th Street, Tampa, FL 33610 (813)621-8002 (813)626-8759 Fax (813)621-8002

	** Conf	idential Credit Applica	ation Agreeme	1t**	
Name of Buyer:	· ·		*	PO# req? YES/No	O
Name of Buyers Agent:				Tax Exempt: YES/NO	
Address (Street):			a e	(if yes attach certific Corporation: YES/NO	
City, State, Zip Code			Years in Business:		
Accts Payable email Ac (invoice will be emailed	ddress:d when possible)				
Phone:		Fax:	a de la constanta de la consta	Line of Business:	
Company Officers & Name		ipal Share Holders & Title <u>ïtle</u>		ial Security Number	
8					
Bank:		Account#			
Contact Name:		Phone#	***************************************	Fax#	
more then forty (40) days fro	om the date of such invoice vited credit card and agrees no	vithout additional notice to or conse	nt of Buyer. Buyer repr	Security Code: that remains unpaid and outstanding for esents and warrants to Seller that it is ausion or to cancel the identified credit ca Email	thorized to
the statements and informat	ion contained herein to ext	end credit to Buyer through under	rsigned, and the under	by Seller. It is understood that Seller is signed individually, represent that all is the terms and conditions found on the r	information
hereof and that these terms a individually and not as agent	nd conditions found on the r for Buyer, hereby uncondition	everse side hereof shall govern the onally guarantees all debts and oblig	sale of goods and/or se ations of Buyer owed t	or central and conditions found on the revices between Seller and Buyer. The up of Seller whether under this agreement or ONTAINED ON THE REVERS	ndersigned, otherwise.
Signature		Print Name		Date	11

TERMS AND CONDITIONS

TERMS: All sales by Seller to Buyer are subject to the following terms and conditions which may not vary from those stated herein unless they are in writing and signed by an authorized officer of Seller.

TAXES: Any sales tax or government charge, federal, state or local, applicable now or imposed under future statutes, shall be added to the price then effective and shall be paid by Buyers unless proper exemption certificates have been filed with Seller prior to sale.

ACCOUNT STATED: Buyer shall review any pay invoices promptly. If Buyers disputes an invoice, Buyer must notify Seller in writing within ten (10) days of the date of the invoice. If Buyer fails to so notify Seller, then the amount of the invoice shall be deemed correct and an account stated.

CREDIT CHECK: Buyer hereby authorizes Seller to contact banking, trade and customer references listed for the purpose of extending credit privileges. Buyer hereby agrees that Seller may obtain and use consumer credit reports and exchange credit information in connection with this agreement and any update, renewal or extension of credit Seller may extend to Buyer or for any other legitimate business purpose, including, without limitation, the exchange of such credit information to third party financing companies not affiliated with Seller. If Buyer requests, Seller will inform Buyer whether any credit report was requested and, if so, the name and address of the consumer reporting agency which furnished the report.

COLLECTION: In the event of collection, Seller will be entitled to all cost of collection, including reasonable attorneys fees paid to a collection agency, court costs, and other reasonable non-court costs. Venue and jurisdiction over the parties and all depositions in any legal action shall be solely and exclusively in Hillsborough County, Florida and the laws of the State of Florida shall govern. Buyer agrees that the court shall award reasonable attorneys fees and costs incurred by Seller in connection with execution and collection of a judgment. In addition, interest on any judgment rendered in a legal proceeding shall bear interest at the rate of eighteen (18%) per annum after judgment. Interest on any account not paid when due shall be at the rate of one and one half percent (1 1/2%) per month.

DELIVERY OF GOODS: If a sale involves the shipment of goods, Seller shall deliver all goods to a carrier or UPS for transportation to Buyer's place of business. All cost of transportation shall be borne by Buyer and all risks of loss shall pass to Buyer when the goods are delivered to the carrier or UPS.

CLAIMS: Buyer shall inspect the goods immediately on their delivery and shall, no later than 10 days of their deliver, give written notice to Seller of any claim that the goods do not conform with the terms of the contract. If Buyer shall fail to give such notice, the goods shall be deemed to conform with the terms of the contract and Buyer shall be bound to accept and pay for the goods in accordance with the terms of the contract. Buyer expressly waives any rights Buyer may have to revoke acceptance after the expiration of such 10 day period.

DEFECTIVE GOODS: Buyer must notify Seller in writing within 10 days of any defect in the goods that are know or should have been known by Buyer through diligent inspection. If goods are defective and Seller is timely notified, Seller will repair or replace the defective goods. **SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE DEFECTIVE GOODS**, including but not limited to labor for removing or replacing defective goods, transportation expense, down time or claims from third parties.

CREDIT FOR RETURNED GOODS: Goods returned because of errors made by Seller's manufacturer which cannot be repaired will be credited towards a replacement at the invoice price. Otherwise goods may not be returned for a refund or credit without Seller's express consent, which Seller may withhold in its absolute and sole discretion. If Seller so consents to a refund or credit. Seller reserves the right to make reasonable charges for handling of returned goods, including transportation costs, and a restocking charges of 20% of the purchase price. Returned goods must be first class salable condition and of current model. Notwithstanding the foregoing, THERE SHALL BE NO REFUNDS OR CREDIT ISSUED ON SPECIAL ORDERS OR ELECTRICAL PARTS UNDER ANY CIRCUMSTANCES.

FORCE MAJEURE: Seller shall not be responsible for any resulting loss if the fulfillment of any of the terms or provisions of this agreement is delayed or prevented by riots, wars, acts of enemies or God, national emergency, strikes, flood, fires or by any other cause not within the control of Seller.

NOTICE: All notices provided for this agreement shall be sent to Seller by certified mail, return receipt requested, at the following address: 5024 N. 56th Street, Tampa, FL 33610

BUYER AND AGENT FOR BUYER WARRANTIES AND GUARANTEES: Buyer and the individual signing as Buyer's agent on the front side hereof make the following representations, warranties and covenants: (i) EACH SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL DEBTS AND/OR OBLIGATIONS OWED TO SELLER BY BUYER, WHETHER ARISING OUT OF THIS AGREEMENT, ANY LOAN EXTENDED N RELIANCE ON THIS AGREEMENT OR OTHERWISE; (ii) Seller will be notified immediately of any change in form or ownership of Buyer; and (iii) the individual(s) signing on the front side hereof has/have the authority to bind Buyer.

SELLER'S WARRANTIES: Seller does not manufacture the goods it sells, Buyer will pass onto its customer the extent possible all benefits realized under whatever warranty, if any, which may be extended by the manufacture of the goods sold. Except as provided herein, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE GOODS FOR ANY PARTICULAR USE OR PURPOSE: AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING OUT OF THE USE OF SUCH GOODS.

LIMITATION OF LIABILITY: Notwithstanding the foregoing, Seller shall not be liable for any consequential or incidental damages. In no event shall Seller's liability exceed the total sum of money paid by Buyer on the account at issue.

EQUAL CREDIT: Seller is an equal credit opportunity provider. Buyer acknowledges receipt of a written statement disclosing its rights in the event Buyer's application for credit is denied.

NO WAIVER: Failure of Seller to insist upon such strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or to properly notify Buyer in the event of breach, shall not release Buyer of any of its obligations herein contained and shall not be deemed a waiver of any right of Seller to insist upon strict performance hereof or any of its rights or remedies or as to any other or subsequent default hereunder.