



Tri Custom Manufacturing

P.O. Box 6263
North Logan, Utah 84341

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Credit Application / Agreement

General Information

Company Name		Sales Tax Exemption No.		U.S. Federal Identification Number	
Mailing Address		City		State	Zip
Shipping Address		City		State	Zip
Telephone Number		Fax Number		E-mail Address	
Credit Contact			Sales Contact		
Number of Years in Business under Current Name			Requested Credit Line \$		Gross Annual Sales \$
Type of Business <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual/Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other _____					

Bank Reference

Bank Name		Contact Person		Account Number	
Address		City		State	Zip
Telephone Number		Fax Number			

Trade References

Company Name	Contact Person	State	Phone	Fax

Officers in Company

Name	Position	Home Phone	Home Address

We certify that the above information is correct, and consent to the receipt and exchange of any credit information required by Tri Custom Manufacturing. We specifically direct the above mentioned BANK and SUPPLIERS to release any information requested by Tri Custom Manufacturing. We further agree to pay Tri Custom Manufacturing according to the terms of the sale, and acknowledge that interest will be charged on overdue accounts, as set out on Tri Custom Manufacturing invoices. We agree to a finance charge of 1 ½ % per month, which is 18% per Annum on any unpaid balance of any invoice. In consideration of any credit extended and/or any other valuable consideration, I/We the undersigned jointly and severally, guaranty the full and faithful performance of all obligations required under any business transacted by our company with Tri Custom Manufacturing and agree to remain fully bound until paid in full. We acknowledge we have read Tri Custom Manufacturing's "Terms and Conditions" and will abide by each provision outlined therein. If a suit or court proceeding is brought by Tri Custom Manufacturing to collect any outstanding balance we agree to the jurisdiction in the State of Utah and agree to pay reasonable attorney fees and other costs associated in collection and referral to an attorney. We hereby agree to all terms and conditions of this "Credit Application".

Authorized Signature	Print Name	Title	Date

TERMS AND CONDITIONS

APPLICABLE LAW - The laws of the State of Utah shall govern this order and all matters involving interpretation and enforceability thereof.

TERMS OF PAYMENT – Accounts not paid within terms will be charged interest at the rate of 1 ½% per month.

CANCELLATION - In the event that Buyer cancels an order, including an order for material not customarily carried in stock by Seller, Buyer agrees to reimburse Seller for all costs and damages incurred by Seller as a result of said cancellation. Buyer agrees any cancellation must be in writing and in return acknowledged by seller in writing.

DAMAGES & SHORTAGES – Seller takes extra precaution to pack their orders to prevent damage and breakage. Upon receipt of any order, Buyer must inspect the condition and quality of goods received. Any damage, loss, shortage, or misidentification must be reported to the driver and noted on the Freight Bill at time of delivery (no exceptions). Buyer must also call, fax or email Seller immediately. Keep all contents and original packing materials. Do not repack and do not return the damaged items back to us unless you are notified with a Return Authorization Number to do so. If damage is found after the driver has left, the trucking company must be notified and claim filed. Make all claims promptly, this is the Buyer's responsibility. Most times an inspector will be sent out to see the damage or to note a shortage. If the Buyer discovers a shortage after the driver has left, it is the Buyer's responsibility to seek reimbursement from the trucking company for any shortages or damages. The trucking company will provide the appropriate forms for filing a claim.

CLAIMS - Buyer shall be deemed to have accepted the goods and to have waived its right to cancel, reject or claim damages for any breach of this agreement, unless a written claim is submitted to Seller within fifteen (15) days from the invoice date in the case of defects apparent upon reasonable examination.

If Buyer submits a timely claim to Seller, it must thereafter afford Seller full opportunity to examine the goods in the same conditions as when delivered to Buyer. Failure to do so shall constitute a waiver by Buyer of its right to cancel, reject or claim damages. Seller may, at its option, either replace defective goods within a reasonable time or take back such goods, in which case, the order insofar as it relates to such goods shall be deemed to be cancelled. Materials may not be returned for credit to Seller without prior written approval of Seller.

Seller has the right to replace defective goods as set forth above in this paragraph, Seller's liability for breach of warranty shall be limited to the difference between the order price of the goods and the market price of such goods as of the order delivery date. SELLER SHALL NOT BE LIABLE FOR BUYER'S LOSS OF PROFITS OR ANY OTHER CONSEQUENTIAL DAMAGES.

DELAYS - Seller shall not be responsible for any delay in the performance of orders or in the delivery of shipment of Products, or for any damages incurred by Customer by reason of such delay, when such delay is, directly or indirectly, caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or any other cause or causes (whether or not similar in nature to any of those hereinbefore specified) beyond the reasonable control of Seller. To the extent that Seller, as a result of such contingency beyond the control of Seller, is unable to perform its obligations under this order, in whole or in part, then to that extent, this Agreement shall be considered as cancelled without liability to either party, but shall remain in full force and effect as to the unaffected portion of such order, if any.

LIMITED WARRANTY – Seller warrants that the Products are free of defects in materials and workmanship. Customer shall carefully examine all products immediately upon delivery. The failure of customer to notify Seller in writing of any defects in the products within 60 days after delivery constitutes the unqualified acceptance of such products and the waiver by Customer of all claims with respect thereto.

WARRANTY DISCLAIMERS – The limited warranty and exclusive remedy described above are expressly in lieu of all other remedies and warranties, expressed or implied, on the part of Sellers concerning the products, including without limitations, implied warranties of merchantability and fitness for a particular purpose. Seller neither assumes nor authorizes any other person, firm, or corporation to assume any liability or obligation in connection with this sale on Seller's behalf and customer acknowledges that no representations except those made herein have been made to customer by or on behalf of Seller concerning the products. Seller expressly disclaims any warranties, expressed or implied, other than those expressly set forth herein, including these Terms and Conditions. Customer and other users of the products should make their own tests to determine the suitability of the products for their own particular purposes.

RETURNED MERCHANDISE – All returns of Products for credit must have the prior written approval of an authorized representative of Seller and must be for justifiable reasons. Any credit extended for such approved returns will be based on the invoice price of the returned Products at time of purchase by Customer less a restocking charge of 20%. No Products shall be returned for credit which have been damaged or otherwise rendered unusable. Unless otherwise approved in writing by an authorized representative of the Seller. All returned Products shall be returned freight prepaid by Customer with Customer assuming the risk of loss until the Products are received by Seller.

PATENT INFRINGEMENT - Buyer hereby agrees to defend, indemnify and hold Seller harmless from any and all claims of third parties for patent infringement or the like as a result of Seller's manufacture of said goods for Buyer based upon Buyer's specifications. This indemnity shall apply to all costs and expenses incurred by Seller and all liabilities, direct or indirect, arising by virtue of said third-party claims.

ENTIRE AGREEMENT - This order and any supplemental certifications attached by Seller reflects the entire agreement of the parties regarding this order and supersedes the terms of any previous order, agreement, representation or communication. In case of any conflict between these Terms & Conditions and inconsistent terms in any attachment furnished by Seller, the terms of the attachment shall control.

SEVERABILITY – In the event that a court of competent jurisdiction determines that a provision or provisions of invoices, including the Terms and Conditions, is (are) void or unenforceable, such determination shall in no way affect the validity or enforceability of the remaining provisions hereof.

ATTORNEYS - In the event it is necessary for Buyer to enforce any of the terms and conditions of this Contract or any rights resulting there from, then in addition to any other damages that may be awarded to Seller, Seller shall also be entitled to be awarded damages from Buyer in the amount of Seller's reasonable attorney's fees incurred in enforcing its rights hereunder, including all matters involving the collection of amounts due by Buyer to Seller. At seller's option a third party (licensed arbitrator), rather than litigation may arbitrate any dispute resulting from the terms and conditions of this Contract. The venue for any arbitration proceeding shall be in Cache County, Utah.