

CREDIT APPLICATION
TERMS: NET 10 DAYS

ALL SECTIONS OF THE FORM MUST BE COMPLETED. SIGNED CERTIFICATE OF RESALE MUST ALSO BE ATTACHED.

(Please Print or Type)

Mailing Address:

Company Name _____
 Street _____
 P.O. Box _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____

Ship To Address:

Company Name _____
 Street _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____

Owner/President _____
 Personal Guarantee Available? Yes No
 Type of Business: Check One: Proprietorship
 DUNS # _____
 Resale/Sales Tax No. _____ SS# _____
 Year Started In Business _____ Under Another Name? (Name and Years) _____

A/P _____
 Partnership Corporation
 Credit Limit Requested \$ _____
 or .F.E.I.N. _____

Please List Three Trade References with Whom You Had Open Account Experience During The Past 12 Months.

1. Company _____
 Phone _____ Fax _____
 Account No. _____
2. Company _____
 Phone _____ Fax _____
 Account No. _____
3. Company _____
 Phone _____ Fax _____
 Account No. _____

Address _____
 City _____ State _____ Zip _____

Address _____
 City _____ State _____ Zip _____

Address _____
 City _____ State _____ Zip _____

Bank Information:

Bank _____
 Street _____
 P.O. Box _____
 City _____ State _____ Zip _____
 Bank Officer _____
 Checking Account No. _____
 Phone _____ Fax _____

Dear Customer:
 Due to the tightening of regulations in the divulging of credit information, written authorization is required for the release of any information in regard to your account.

I, _____, hereby authorize you to release all information concerning my credit history to Fehr Bros. A photocopy of this authorization can be accepted as an original.

Signature _____ Title _____ Date _____

I certify that all statements made by me in this application are for the process of obtaining credit and are correct to my knowledge. I authorize Fehr Bros. Industries, Inc. to investigate my credit status and to obtain such other information as it may require. This application shall remain Fehr Bros. Industries, Inc.'s property whether or not it is accepted or approved. I acknowledge the Terms of Net 10 Days and the Terms and Conditions of Sale as outlined in Fehr Bros. Industries, Inc.'s Catalog. Late Charges and any additional expenses and/or Collection Fees will be my liability if an unpaid invoice is referred to a Collector or Attorney.

Signature _____
 Name (Print) _____

Title _____
 Date _____

Terms and Conditions of Sale

Payment Methods: Visa, MasterCard and American Express Accepted.
Open Account – Net Cash Ten (10) Days for Approved Accounts.
Minimum Invoice: \$100.00, F.O.B. Saugerties, New York
Late Charges: A charge of 1.5% per month will be added to all accounts over sixty (60) days from date of invoice.
Returned Checks: A \$30.00 fee will be charged for any check returned to us.

All products are sold subject to Warnings and Cautions as outlined in our Catalog. Products are sold with the specific understanding that the purchaser and/or user are thoroughly familiar with their proper use. Fehr Bros. Industries, Inc. assumes no responsibility for the use, misuse or misapplication of any of its products.
Prices: Prices are subject to change without notice. Invoices will be based upon prices in effect at time of shipment.
Freight: All material is sold F.O.B. shipping point freight collect and full freight allowance for shipments over 1,000 lbs. Fehr Bros. Industries, Inc. reserves the right to ship by the carrier of its choice. Damage in transit or lost freight is the responsibility of the freight carrier. Claims should be made directly to the freight carrier.
Returned Goods Policy: Prior authorization must be obtained. Include Return Authorization Number on the packing list. A 15% restocking charge plus any outbound and inbound freight will be charged. Custom assemblies and custom lengths of cable, wire rope and chain are NOT returnable.

LIMITATION OF WARRANTIES; REMEDIES & DAMAGES: The warranty stated below is given in place of all other warranties, expressed or implied, of merchantability, fitness for a particular use, or otherwise.

LIMITED WARRANTY: FEHR BROS. INDUSTRIES, INC. WARRANTS THAT ITS PRODUCTS WILL BE FREE OF DEFECTIVE MATERIALS AND WORKMANSHIP AT THE TIME OF SHIPMENT, AND NO OTHER PROMISE OR REPRESENTATION MADE BY ANY AGENT OR REPRESENTATIVE OF FEHR BROS. INDUSTRIES, INC. SHALL CONSTITUTE A WARRANTY BY FEHR BROS. INDUSTRIES, INC. OR GIVE RISE TO ANY LIABILITY OR OBLIGATION.

Fehr Bros. Industries, Inc.'s, sole obligation in the event of breach warranty or contract, or for the negligence, product liability, or otherwise, with respect to goods sold shall be exclusively limited to repair or replacement, F.O.B. Fehr Bros. Industries, Inc.'s point of shipment, of any parts which Fehr Bros. Industries, Inc. determines to have been defective, or if Fehr Bros. Industries, Inc. determines that such repair or replacement is not feasible, to a refund of the purchase price upon return of the goods to Fehr Bros. Industries, Inc.

Any action against Fehr Bros. Industries, Inc. arising out of the manufacture, sale or use of the goods, or for breach of warranty, negligence, product liability, or for any other reason shall be commenced and maintained in the Supreme Court of the State of New York, in the County of Ulster, and must be commenced within one (1) year from the date the cause of action accrued.

No claim against Fehr Bros. Industries, Inc. for any defect in the goods shall be valid or enforceable unless buyer's written notice thereof is received by Fehr Bros. Industries, Inc. within one (1) year from the date of shipment.

Fehr Bros. Industries, Inc. shall not be liable for any damages, injury or loss arising out of the use of the goods if prior to such damage, injury or loss of such goods are damaged or misused following Fehr Bros. Industries, Inc.'s delivery to carrier, or if the goods are not maintained, inspected or used in compliance with applicable law and Fehr Bros. Industries, Inc.'s written instructions and recommendations, or if the goods are installed, repaired, altered or modified without compliance with such law, instructions or recommendations.

UNDER NO CIRCUMSTANCES SHALL FEHR BROS. INDUSTRIES, INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AS THOSE TERMS ARE DEFINED IN UNIFORM COMMERCIAL CODE 2-715.

Until full payment has been made therefor, Fehr Bros. Industries, Inc. shall have a security interest in goods shipped to Buyer and the goods shall remain personal property. Buyer shall execute and deliver to Fehr Bros. Industries, Inc. such security agreements and financing statements as Fehr Bros. Industries, Inc. may request further evidencing its security interest. Buyer authorizes Fehr Bros. Industries, Inc. to file with appropriate authorities a financing statement or statements without Buyer's signature thereon. In the event Buyer defaults in making any payments due Fehr Bros. Industries, Inc., Fehr Bros. Industries, Inc. in addition to any other rights or remedies provided by law, shall have the right with or without legal process to enter the place where said goods are located and to repossess the goods in accordance with the Uniform Commercial Code.

The Buyer and Fehr Bros. Industries, Inc. hereby agree that this agreement and all sales shall be governed by the laws of the State of New York. Buyer hereby submits to the jurisdiction of the Supreme Court of the State of New York, and in the event Fehr Bros. Industries, Inc. shall deem it necessary or prudent to commence an action or proceeding against the Buyer to recover for the non-payment of any amounts due for the sale of goods, then pursuant to New York Civil Practice Laws & Rules 3033, Buyer hereby stipulates and agrees that such action may be commenced in the New York State Supreme Court, Ulster County under "the New York Simplified Procedure for Court Determination of Disputes" as defined in CPLR 3031, and that all process or correspondence related thereto may be served upon Buyer or Seller by certified mail addressed to such party at their mailing addresses hereinabove set forth. In the event Fehr Bros. Industries, Inc. shall recover against the Buyer for monies due and owing, then it shall also be entitled to recover its costs and expenses of collection, including reasonable attorneys' fees.

NOTICE: By executing this guaranty, you become liable for the obligations.

(Debtor) _____ The undersigned hereby unconditionally understands and agrees to meet Fehr Bros. Industries, Inc.'s terms of sale; to personally guarantee prompt and full payment of any and all obligations of the above named customer of Fehr Bros. Industries, Inc. and to pay reasonable attorney fees and all other costs incurred by the Creditor in the enforcement of this guaranty in the event of default.

Date _____
Signature (Title) Owner or President

Date _____
Signature of Guarantor (No Title)

Date _____
Signature of Spouse (Title) As Applicable

Date _____
Signature of Spouse Guarantor (No Title)