



959 State Hwy 95 N
Shiner, TX 77984
361.401.7420 phone
361.594.8047 fax
bedrocktruckbeds.com

CREDIT APPLICATION

Our Company's Payment Terms: Net 30 days

The following information must be provided:

FIRM NAME: _____ DBA _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____ PHONE: _____ FAX No: _____

E-MAIL ADDRESS: _____

In Business Since: _____ At Above Address Since: _____ Credit Limit Requested: _____

Dun & Bradstreet rating: _____ Taxable? ____ Yes ____ No (If no, attach exemption certificate.

Tax will be charged without valid certificate on file.) Federal Tax ID# _____

Type of Business: ____ Corporation ____ Partnership ____ Sole Proprietorship ____ LLC ____ Other

Company's Officers or Owners

NAME

HOME ADDRESS

TITLE

Bank Reference: _____ Account No: _____

Address: _____ Telephone/Fax #: _____

City: _____ State: _____ Zip: _____

Trade References: (Please list at least five)

Business Name

City & State

Telephone & Fax #

Account No.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

STANDARD TERMS AND CONDITIONS OF SALE APPEAR ON THE REVERSE OF THIS APPLICATION. It is agreed that sales of products of Bedrock will be based on these terms and conditions. The undersigned certifies the information above to be correct, that it is submitted for the purpose of obtaining credit, and agrees to send to Bedrock written notice by certified mail of any changes in ownership form of applicant's business within five days of such changes. Applicant certifies by signing this application, that the business is not insolvent, gives authorization to contact the references listed above for credit information, and agrees that credit information may be given to other trade sources as a normal course of business.

Signed

Title

Date

STANDARD TERMS AND CONDITIONS OF SALE

1. All sales are expressly conditional on Buyer's agreement to the standard terms and conditions on the front and back of this form. Any order or any statement of intent to purchase any goods from Bedrock collectively referred to as "Seller," or any direction to proceed with engineering, procurement, manufacture, or shipment of any of said goods, or acceptance of all or part of such goods: or payment of all or part of such goods shall constitute assent to said terms and conditions. Any different or additional terms and conditions proposed by Buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for goods by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance or performance before manufacture or shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants Seller a security interest in said goods. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
3. As to goods delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession. Thereafter, all risk of loss or damages shall be on the Buyer. Deliveries by common carrier are F.O.B. shipping point. On direct shipments from manufacturers, title passes to Buyer at point and time of delivery to carrier, and, thereafter, all risk of loss and damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without any cost to Seller.
4. Shipping dates are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing are subject to change. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control, or (ii) an act of God, or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.
5. Goods sold by Seller are the products of a reputable manufacturer. Seller shall repair or replace goods that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods which extend beyond that described in the paragraph. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OF FITNESS FOR PARTICULAR PUPOSE SHALL APPLY.
6. Seller's liability on any claim for loss or damage arising out of the supplying of any goods to Buyer, or their sale, resale, operation or use. Whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowance to such goods or part thereof involved in the claim. Seller shall not, under any circumstances, be liable for any labor charges without the prior written consent of Seller. Seller shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If Seller furnishes Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
7. No goods will be accepted for return without the written permission of Seller. Normally stocked items in resalable condition will be accepted for credit subject to a restocking charge. Goods will not be accepted for return after 60 days from date of delivery. Specially ordered items will not be accepted for return until Seller has secured permission and terms of return from Seller's sources of supply and such terms have been accepted by the Buyer. All goods claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
8. Should shipments be held beyond delivery date for convenience of Buyer, Seller may, at its option pass on reasonable charges for any expense incident to such delay.
9. No waiver, alteration, or modification of any of the provisions hereof shall be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management.
10. Credit application approved on Net 30 days. Payment must be received within 30 days of invoice date. Payment must be in check, cash or wire transfer. Credit Cards will not be accepted for payment unless prior acceptance before order is placed.
11. Payment of goods purchased from Seller by Buyer shall be made at Shiner, Lavaca County, Texas. In the event Buyer does not pay when due, Buyer agrees to pay interest on past due amounts at the maximum non usurious rate.
12. Orders placed by Buyer may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
13. If it is necessary for Seller to institute legal proceedings against Buyer to collect any indebtedness due or to enforce any of the Terms and Conditions of Sale. Seller shall be entitled to recover from Buyer its reasonable attorney's fees.

Signed

Title

Date