



Credit and Trade References

5795 Thurston Avenue • Virginia Beach, VA 23455 • Phone: 757-464-1755 / 800-825-4300 • Fax: 757-464-2054 / 800-288-8953 • www.tpeco.com

Bill To Information		Ship To Information	
Company Name:		Company Name:	
Address:		Address:	
City, State & Zip Code:		City, State & Zip Code:	
County:		County:	
Phone:		Phone:	
Fax:		Fax:	
E-mail:		E-mail:	
Accounts Payable Contact:		Sales Contact:	Parts Contact:
		Service Contact:	Labor Rate:

General Company Information

Federal Tax ID #:		Principal Officer:			
Dunn & Bradstreet #:		Title:			
Legal Structure:		Purchase Order Required:		Yes	No
In Business Since:		Tax Exempt: (Attach copy of exemption)		Yes	No
Business Type:		Tax Exempt #:			

Interested In: (Please check all that apply)	Honda Engines	Honda CBU	Country Clipper	Timberwolf	Jacto	Bluebird
	Belle	Hustler	Plugr	Prizelawn	Monster	EZ Trench

Bank References

Bank Name (#1):		Bank Name (#2):	
City/State:		City/State:	
Contact/Phone:		Contact/Phone:	

Trade References

Company	Address	Fax/Account #	
1.		FX	
Contact:		Acct	
2.		FX	
Contact:		Acct	
3.		FX	
Contact:		Acct	

Terms and Conditions

1. Applicant's signature attests acceptance of agreement, financial responsibility, ability and willingness to pay invoices in accordance with the following terms and conditions: terms of payment are net 10th prox from the date of the invoice. The account will be considered in default 15 days after the due date. At such time, interest will be charged at the rate of 1.5% per month on all delinquent accounts. Applicant will be responsible for attorney's fees, court costs, and post-judgment interest if collection proceedings are commenced. This agreement shall be enforced in accordance with the laws of the state of Virginia. Applicant agrees to provide tax exemption certificates for all accounts. The above information as well as that given below is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Tidewater Power Equipment to investigate the references listed pertaining to my/our credit and financial responsibility.
2. Taxes and Other Charges: In addition to the price quoted for goods sold, Buyer shall pay any tax imposed by any present or future law on the sale of goods covered by this order and for all other reasonable charges for ancillary services and costs.
3. In the event Seller extended credit to Buyer for the purchase of the materials reflected in this agreement, Buyer hereby grants Seller a security interest in and to the goods and materials sold and transferred to Buyer under this agreement to secure payment of the original purchase price of such materials. This invoice shall also be deemed to constitute a security agreement. Buyer authorizes Seller, at its option, to sign and file a financing statement.
4. Financial Responsibility: Reasonable doubt on the part of the Seller concerning the financial responsibility of the Buyer shall entitle Seller to stop operation, decline shipment, or stop any material in transit without liability until the materials have been paid for or until Buyer provides Seller reasonably satisfactory proof, to be determined by seller, of Buyers financial responsibility.
5. Attorney's Fees: If any default is made in payment of amounts due for the sale of goods hereunder, Buyer agrees to pay Seller's reasonable cost of collection, including a reasonable attorney's fee, not to exceed the amount allowed by any applicable statute. In case of such default, if Buyer is a corporation or other limited liability entity, the Buyer's presiding officer shall be deemed to have personally guaranteed this invoice.
6. Seller shall not be responsible for delays in or failure of delivery resulting from labor causes or conditions beyond the control of Seller including, but not limited to, disputes, fires, floods, or other casualties, public disturbances, government regulations, transportation delays, or material shortages. Seller shall not be responsible for loss or damage of goods in transit.
7. All claims for defective good or for errors or shortages in goods delivered by Seller shall be made in writing by Buyer within ten days after receipt of the goods by Buyer. Buyer's receipt is presumed to be the date the goods in question are delivered to Buyer by common carrier or other transport service. Such claims shall be accompanied by copies of all warehouse delivery receipts or documentation showing exceptions. Buyer may not return goods without Sellers consent. After inspection or waiver of inspection by Seller, Seller will arrange for disposition of defective or nonconforming goods.
8. No returns shall be allowed except as provided in paragraph 7. If a return is authorized by Seller, it shall be subject to a restocking charge. All returns shall be subject to a minimum restocking charge of 15 percent of the purchase price, FOB Seller's warehouse. Special merchandise restocking charges may exceed 15 percent due to the nature of such merchandise.
9. **SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.** Seller's liability on any claim, whether in tort or in contract and whether an account of Seller's delivery of non-conforming goods or non-delivery, shall be limited to repair or replacement of the defective or non-conforming goods or repayment of the purchase price, as Seller may in its sole discretion elect. **IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ERECTION COSTS, LOST PROFITS, DAMAGE TO GOODWILL, LOSS OF TIME, INCONVENIENCE OR OTHER COMMERCIAL OR ECONOMIC LOSS;** and in no event shall Seller be liable for damages exceeding the purchase price to be paid to the Seller hereunder. Buyer agrees to indemnify and hold Seller harmless from all claims by third parties which extend beyond the foregoing limitations on Seller's liability.
10. Any description of the material or service contained on Seller's sale forms or any other correspondence is for the sole purpose of identifying it, it is not part of the basis of the bargain and does not constitute a warranty that the material or service shall conform to that description. The use of any sample in connection with sale is for illustrative purposes only, is not part of the basis of the bargain and is not intended to be construed as a warranty the materials will conform to the sample. Any affirmation of fact or promise made by Seller is not part of the basis of the bargain and shall not constitute a warranty that the material will conform to the affirmation or promise.
11. Buyer acknowledges that Seller is not an original manufacturer of the products sold under this agreement. Seller's employee's **ORAL STATEMENTS DO NO CONSTITUTE WARRANTIES**, shall not be relied upon by the Buyer, and is not part of the contract for sale.
12. Neither any failure nor any delay on the part of the Seller in exercising any rights under this invoice shall operate as a waiver of any Seller's rights hereunder.
13. Any clause required to be included in a contract of this type, by any applicable law or governmental regulation, shall be deemed to be incorporated herein.
14. Entire Agreement: This writing constitutes the entire expression of the parties' agreement and is a complete and exclusive statement of the terms of the agreement. The substantive law of the state of Virginia shall control any premised upon this contract of sales, including, but not limited to, interpretation, performance or breach of contract. In the event any provision contained in this agreement shall be deemed in violation of applicable law, such provision shall be given no force and effect; provided, however, the balance of this sales contract will remain in full force. This agreement shall be deemed made and executed in Virginia Beach, Virginia; and venue for any legal proceedings herein shall be in Virginia Beach, Virginia.

Notice: In the event this account becomes delinquent, all written and verbal communications will be an attempt to collect the debt and any information will be used for that purpose. In the event this application for credit is approved, all sales shall be subject to the terms and conditions of this credit application.

I/We hereby authorize any and all references listed above to answer and reveal any and all credit information, history, and details about my/our account to Tidewater Power Equipment & Engine Distribution Center.

Signature		Date	
Print Name		Business Title	