

Credit Application

BUYER INFORMATION

Legal Name of Company: _____

DBA: _____ Phone: _____ Fax: _____

Billing Address: _____
Street City State Zip Country

Shipping Address: _____
Street City State Zip Country

Preferred Method of Receiving Invoices: Email Fax Mail Email: _____

A/P Contact: _____ Federal ID #: _____ Resale #: _____ PO Required? Y N

Primary Service / Product Provided: _____ Years in Business: _____

Subsidiary / Affiliate of: _____

Ownership of company: Proprietorship Partnership Corporation

State of Incorporation: _____ Years of Incorporation: _____

of Employees: _____ Annual Revenue: _____

PRINCIPALS / PARTNERS:

Name	Home Address	SS#	Phone
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Name	Home Address	SS#	Phone
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CREDIT REFERENCES: *Please List Three*

Company Name	Contact	Phone	Fax	Email
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Company Name	Contact	Phone	Fax	Email
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Company Name	Contact	Phone	Fax	Email
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FINANCIAL REFERENCES: *Bank-Checking, Bank Loans, Equipment Loans*

Bank Name / Contact	Account Number	Phone	Fax	Email
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Bank Name / Contact	Account Number	Phone	Fax	Email
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USA Ratchet, LLC shall hereinafter be referred to as "USA Ratchet" and the applicant shall be referred to as "Applicant".

TERMS OF SALE: Our standard terms of sale are NET 30 DAYS – from INVOICE DATE. If payment is received within 10 calendar days a 1% discount may be taken. Interest of 1.5% per month (18% per annum) will be added on any past due accounts. Accounts with balances of 60 days or which have exceeded their credit limit may be placed on Credit Hold and may remain on hold until account status is within terms. A 2.5% processing fee will be added to invoices paid by credit card on accounts set up with terms. Deductions for claimed errors in shipping or invoicing deducted from payment are not allowed until credit memo is written. USA Ratchet reserves the right to close or cancel a credit account without notice.

Applicants Acknowledgment:

I/We declare under penalty of perjury that the foregoing information is true and correct and agree to USA Ratchet Standard Terms and Conditions of Sale printed on the reverse side of this credit application and on the invoices provided to the Applicant. USA Ratchet is authorized to obtain credit reports/ financial information as necessary to evaluate credit worthiness.

By: _____ Print Name: _____ Title: _____ Date: _____

Altered applications will not be considered. All sections must be filled out. USA Ratchet reserves the right to request financial statements.

Send completed form to support@usaratchet.com

STANDARD TERMS AND CONDITIONS OF SALE

DEFINITIONS – As used herein “seller” shall refer to **USA Ratchet, LLC**, and “buyer” shall refer to the Applicant.

TAXES – All Federal, State and Local sales, use or similar taxes will be for buyer’s account.

PAYMENT TERMS – Our standard terms of sale are **NET 30 DAYS** – from **INVOICE DATE**. If payment is received within 10 calendar days a 1% discount may be taken. Partial shipments are subject to immediate invoicing. If at any time seller deems the financial responsibility of the buyer unsatisfactory, it reserves the right to require payment in advance, or any other security or guarantee that invoices will be paid promptly when due. If buyer fails to comply with the terms of payment or with any other terms of sale, seller shall have the right to withhold further deliveries or to cancel the unfilled portion of any order. All unpaid accounts shall thereupon become due and payable without prejudice to any claims for damages seller may be entitled to make. Interest of 1.5% (18% per annum) will be added on any past due accounts, and if the account is not paid when due, buyer agrees to pay all reasonable costs of collection including a reasonable sum for attorney fees. A 2.5% processing fee will be added to invoices paid by credit card on accounts set up with terms.

SHIPMENT – Seller shall not be liable for any delays or defaults in making shipment where occasioned by any cause of any kind or extent beyond its control, or the control of its suppliers, manufacturers or contractors, which prevent or interfere with seller making shipment on an estimated date. In event of shipment delay, if the buyer and seller do not mutually agree to cancel the order for the item involved, the shipping date shall be automatically extended to the seller’s current estimate.

WARRANTY – Any warranties expressed or implied are limited to those provided by the manufacturer to the buyer. Seller expressly warrants that title to and risk of loss of goods shall remain with seller until buyer takes possession of the goods at buyer facility. EXCEPT FOR SUCH EXPRESS WARRANTY, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND OTHER WARRANTIES OF WHATEVER KIND, ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED. Seller assumes no liability for any failure of buyer’s specifications to meet buyer’s requirements, nor does seller guarantee that materials furnished meet or conform to any specifications except as specifically noted in writing by seller.

CLAIMS – Any claims or exceptions by buyer for defective material must be made in writing within 30 days after buyer’s discovery of the materials failure, and buyer shall give seller an opportunity to investigate. SELLER IS FURNISHING BASIC MATERIALS AND PRODUCTS OF VARIOUS MANUFACTURERS AT STANDARD PRICES AND IS NOT INSURING BUYER AGAINST POSSIBLE CONSEQUENCES OR ERROR, OMISSION OR NEGLIGENCE IN MANUFACTURE, PRODUCTION OR DELIVERY, EXCEPT FOR BREACH OF THE EXPRESS WARRANTY SPECIFIED ABOVE, SELLER SHALL NOT, UNDER ANY PURPOSE, OF ANY PRODUCT OR MATERIAL SOLD HEREUNDER, WHETHER CAUSED BY SELLER’S NEGLIGENCE OR OTHERWISE, IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGES, OR ANY OTHER CLAIM OR DEMAND WHATSOEVER, EXCEPT TO THE EXTENT OF THE PURCHASE PRICE OF THE PRODUCT, THE REFUND OF WHICH SHALL BE BUYER’S SOLE AND EXCLUSIVE REMEDY HEREUNDER, BUYER ASSUMES NO RISK OF LOSS, DAMAGE, OR DELAY INCIDENT TO THE FURNISHING OF ANY PRODUCT BY SELLER HEREUNDER, OR THE UTILIZATION THEREOF, EXCEPT TO THE EXTENT EXPRESSLY ABOVE PROVIDED. Seller shall have the responsibility to make any claim for loss, damage or injury to shipment caused by a carrier or others, before delivery to buyer at buyer’s delivery point. Any claim by buyer against seller for shortage or damage occurring

prior to delivery to buyer must be made within 10 days after receipt of materials and accompanied by a copy of the original transportation bill signed by buyer noting that buyer received material from shipper in the condition claimed.

GENERAL – All prices on seller’s quotations are for immediate acceptance and are subject to change without notice.

When seller’s quotation prices or invoice charges for material include standard shipping charges, it is understood the method of shipment will be at the seller’s option and buyer is responsible for furnishing labor and equipment for unloading within the time limit allowed by the carrier. Seller’s quotations do not guarantee to include all material required by a specific project. Seller does guarantee that the material quantities, sizes or specifications noted are correct. Buyer assumes all liability for type and quantity of material ordered. Orders are not subject to cancellation return or back charge, or change in specifications, shipping schedule or other conditions without the seller’s written consent. When orders have been filled as specified, no goods may be returned, nor will any credit be allowed, unless consent of seller has first been secured, and only standard stock goods returned will, if accepted, be credited less the cost of handling and the freight costs involved. Materials not normally stocked by seller may not be returned for credit.

All quotations and sales shall be subject to seller’s standard terms and conditions and buyer is conclusively presumed to have accepted such terms and conditions unless otherwise agreed in writing.

In the event buyer’s purchase order states terms additional to or different from these terms and conditions of sale, then seller’s acknowledgement in accordance with the terms herein shall be deemed a notification of objection to such additional or different terms. In the event such purchase order expressly limits acceptance to its terms, the seller’s acknowledgement in accordance with the terms herein shall be deemed a rejection of buyer’s offer to purchase, and in either event seller’s acknowledgement shall constitute an offer to sell which may be accepted only in accordance with its terms and conditions without modification, addition or alteration. Under those circumstances the failure of buyer to deliver notification of objection to these terms and conditions of sale within a reasonable time shall be deemed an acceptance thereof and a contract shall be formed only upon such terms and conditions of sale. Buyer hereby grants seller, and seller hereby reserves, a purchase money security interest in and to any seller products delivered to buyer for which any amount is owed to seller, as security for the payment and performance by buyer of all of its obligations and liabilities to seller. Buyer agrees to assist and cooperate fully with seller in the perfection and enforcement of such security interest, including executing any necessary financing statements required to give seller a first priority security interest in all products purchased. Seller reserves the right to suspend shipments of additional products to the extent that it is not able for any reason to obtain a perfected, first priority security interest in the products supplied.

This agreement constitutes the sole and entire agreement between buyer and seller and none of the terms and conditions contained herein may be added to, deleted, modified or altered except by written instrument signed by seller. There are no oral understandings, representations or agreements relative to this agreement, which are not fully expressed herein. The laws of the State of **South Carolina** shall govern the validity, interpretation and enforcement hereof, and buyer and seller agree that venue for any litigation involving this agreement or transaction shall be proper in the County of **Greenville, South Carolina**. All orders are received subject to approval and acceptance by an officer of the Company and seller reserves the right to reject any orders as well as the right to select its own customers.

Altered applications will not be considered.

All sections must be filled out.

USA Ratchet reserves the right to request financial statements.

Initial: _____

Date: _____

Send completed form to email address - support@usaratchet.com or fax to (864) 214-8130.