



**THE EXPERIENCE
TO HANDLE IT RIGHT!**

Screw Conveyor Corporation®

700 Hoffman St. Hammond, IN 46327 Phone 219-931-1450 Fax 219-931-0209

Email: credit@screwconveyor.com

Credit Application Business and Credit Information

Name: _____

Title: _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Bill To Address: _____

City: _____ State: _____ Zip: _____

Date Business Commenced: _____ How Long At Current Address: _____

Sole Proprietorship Partnership Corporation Other

Accounts Payable Contact Information

Name: _____

Phone: _____ Fax: _____ E-Mail: _____

Credit Limit Requested: _____

Terms Requested if Other than net 30: _____

Agreement

1. All invoices are to be **paid 30 days from the date of the invoice.**
2. By submitting this application and signature, you authorize Screw Conveyor Corp. to make inquiries into the banking and business/trade references supplied and authorize release of requested information.
3. Invoices past due thirty (30) days or more shall bear an interest charge of 1-1/2% per month on the unpaid balance calculated from the date of the invoice. In the event it becomes necessary to refer the amount due or the interest charges to an attorney for collection, you will pay in addition to the amount due, and interest charges, the cost of such collection together with reasonable attorney's fees.
4. **Disputes must be submitted in writing within 60 days of the date of invoice or the right to dispute is waived.**
5. **All PO's must be submitted with terms and conditions stated and are subject to the Credit Departments Approval.**

Signature: _____
Title: _____
Date: _____

Signature: _____
Title: _____
Date: _____



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CONDITIONS OF SALE

PRICES AND ACCEPTANCE. All quotations are valid only for thirty days from the date stated on the quotation unless otherwise agreed to in writing. The sale of goods is completed when the order is accepted at the Hammond, Indiana office of Screw Conveyor Corporation ("SCC"). All equipment and parts will not be sold to and shall not be used by manufacturers of competitive assemblies, systems, etc.

INDEMNIFICATION. Purchaser agrees to indemnify and hold SCC harmless for the customer's failure to follow all assembly and safety instructions set forth by SCC and the Conveyor Equipment Manufacturing Association (CEMA) regulations as they relate to assembly, safety stickers, safety shields, door and latch openings, etc.

WARRANTY, EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, SCREW CONVEYOR CORPORATION HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WITH RESPECT TO THE PURCHASED EQUIPMENT. THE LIMITED WARRANTIES CONTAINED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTY WHETHER EXPRESSED OR IMPLIED, PROVIDED THAT IN THE EVENT ANY ITEM WARRANTED HEREUNDER IS DEEMED TO BE A CONSUMER PRODUCT UNDER THE MAGNUSON MOSS WARRANTY ACT, or FEDERAL TRADE COMMISSION IMPROVEMENT ACT, THEN, AND ONLY IN THAT EVENT THE DISCLAIMER OF THE IMPLIED WARRANTY SHALL COMMENCE FROM AND AFTER THE EXPIRATION OF THE EXPRESS WARRANTY SET FORTH HEREIN. NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS OR PROMISES OTHER THAN THOSE EXPRESSED HEREIN, WHETHER ORAL, IMPLIED, WRITTEN OR OTHERWISE SHALL BE CONSIDERED A PART OF THIS TRANSACTION. PURCHASER FURTHER ACKNOWLEDGES THAT THE PURCHASER'S ACCEPTANCE OF SELLER'S DISCLAIMER OR WARRANTIES IS AN ESSENTIAL PART OF THE AGREEMENT REACHED BETWEEN THE BUYER AND THE SELLER AND ANY SUBSEQUENT COMMUNICATIONS BETWEEN THE BUYER AND SELLER SHALL HAVE NO EFFECT WHATSOEVER ON THE DISCLAIMER OF THIS WARRANTY.

SCC warrants that the equipment of its manufacture is free from defects in material and workmanship at the time of shipment and for a period of one year after shipment to the original purchaser. SCC will repair or replace, at SCC's option any product of SCC's manufacture, which is shown to SCC's satisfaction to have been defective at the time it was shipped, provided the product claimed defective is made available for SCC's inspection within ten days after the Purchaser gains knowledge of the purported defect. Re-shipping method shall be at SCC's option. SCC shall not be responsible for the cost of disassembly or assembly at the job site if there is a claim made under this limited warranty. This warranty will terminate upon the earlier of: 1) damage or deterioration due to use or misuse, exposure, alteration, or negligence; 2) products that have been altered or repaired by others without SCC's express written consent; or 3) equipment manufactured by others and included in our proposals. SCC EXPRESSLY DISCLAIMS LIABILITY FOR ANY EXPENSES, INJURY, LOSS OR DAMAGE WHETHER DIRECT OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, PRODUCTION, INCREASED COSTS OF OPERATION, SPOILAGE OF MATERIALS OR ANY DELAY ARISING IN CONNECTION WITH THE USE OR INABILITY TO USE THE PRODUCTS FOR ANY PURPOSES.

TITLE AND RISK OF LOSS. Possession may be given before the final payment is due but, in order to protect SCC against payment default, it is hereby agreed:

1) Purchaser gives SCC a security interest in the equipment, and the proceeds of the equipment (if the equipment is sold to a third party). Purchaser shall allow SCC to enter the premises of the Purchaser peacefully to take back the equipment or to receive the proceeds of the sale of the equipment. This Agreement shall act as a first lien or any such proceeds and the Purchaser agrees to allow Screw Conveyor Corporation to file this Agreement in the Secretary of State's Office of the State in which the Purchaser is located to perfect SCC's lien and to secure payment for the sale of the equipment; 2) No part of this equipment shall be considered a fixture or incorporated into the realty by virtue of its attachment to the realty; 3) SCC shall have the right to elect a claim of mechanic's lien against the property upon which this material is situated and waive SCC's rights to repossess under paragraphs 1 and 2 above any time, before expiration of time fixed by law for filing the mechanic's lien. The title and right to possess this material and equipment shall remain with SCC until full and final payment is made. Even though title remains in the Seller, risk of loss or damage is the responsibility of the Purchaser once the equipment is delivered to the shipping site.

CONTRACTS. All prices are ex-factory unless otherwise agreed upon. SCC's responsibility and any liability ends when delivery is made to shipping agency. Claims for shortages or damages to shipments while in transit shall be made against the carrier.

PROMISE OF DELIVERY. Promise of delivery represents only SCC's estimate of time necessary to complete the work and failure to complete within the time estimated will not warrant cancellation of the order unless upon terms which will indemnify SCC against all economic loss.

CANCELLATION. All orders are considered binding contracts and are not subject to cancellation.

FREIGHT ALLOWANCE. All sales are ex-factory. Proposals or quotations which are based upon freight allowance to first destination will have freight prepaid to freight terminal or nearest railroad siding at destination. Any extra transportation costs incurred by the Purchaser shall be at Purchaser's own specific routing instructions and must be borne by the Purchaser.

RETURN GOODS. No material shall be returned to SCC for credit without SCC's written preauthorization.

SPECIAL TAXES. Any imposed duty, federal, city, or state tax, if and when assessed is to be paid by the Purchaser.

SAFETY DEVICES. Seller shall not be required to furnish any safety devices except those specified therein except that in the event further safety devices are required by Purchaser, Seller will, at Purchaser's written request and at Purchaser's expense furnish the same upon receipt of proper specifications therefore. The Seller, in no way, shall be liable or responsible for injuries or death to persons or damages to property rising out of the use or operation of equipment sold and the Purchaser assumes all such responsibility and liability.

INTERPRETATION OF CONTRACTS AND JURISDICTION. All contracts and purchase orders are interpreted under the laws of the State of Indiana and each Purchaser agrees to be subject to service of process in the State of Indiana, County of Lake, for all causes of action. In the event that either party incurs costs such as court costs or legal fees for the enforcement of this contract, the Parties agree that the prevailing party in litigation shall be able to collect all costs, including, but not limited to attorney's fees associated with the enforcement of the terms and conditions in this Agreement.

SCREW CONVEYOR CORPORATION

By: _____

Date: _____

For: _____ (Print)

By: _____ (Sign)

Date: _____



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Since 1932

Business Trade References

Company Name: _____

Address: _____

City: _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Company Name: _____

Address: _____

City: _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Company Name: _____

Address: _____

City: _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Bank Information

Bank Name: _____

Bank Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Type of Account

Account Number

Savings

Checking

Other

