

# Western Integrated Technologies

MECHANICAL • FLUID POWER SYSTEMS • ELECTRICAL



## CREDIT APPLICATION

Please return via fax or email listed below.

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\*\*\*\*\*Please include a tax exemption certificate with application for tax purposes\*\*\*\*\*

You may use your own application. Please ensure that all pertinent information is on it.

Please advise preferred receipt of invoices:

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Please mail all remittances to**  
**Western Integrated Technologies**  
**PO Box 749748**  
**Los Angeles, CA 90074-9748**

**all other Correspondences are to be sent to:**  
**Western Integrated Technologies**  
**13406 SE 32<sup>nd</sup> ST**  
**Bellevue, WA 98005**

Bill to \_\_\_\_\_

Ship To \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Partnership \_\_\_ Individual \_\_\_ Corporation \_\_\_ Corporated Date \_\_\_\_\_ Years in Business \_\_\_\_\_

Accounting Supervisor \_\_\_\_\_

Nature of Business \_\_\_\_\_

Name of Principal(s) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## TRADE REFERENCES

**\*\*Please be sure to include fax numbers as this is how we contact references. \*\***

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Acct Number \_\_\_\_\_

Acct Number \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

**\*\*Fax** \_\_\_\_\_

**\*\*Fax** \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Acct Number \_\_\_\_\_

Acct Number \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

**\*\*Fax** \_\_\_\_\_

**\*\*Fax** \_\_\_\_\_

If credit is granted, I/we agree to the above terms and the undersigned is/are responsible for payment of the account including any service charges. And I/we do further agree that if my/our account must be placed in the hands of an attorney for collection or if collection is made through probate proceedings, I/we will pay a reasonable amount of attorney's fees on both the principal balance and the service charge. Accounts are due 30 days from date of invoice.

I hereby authorize the financial institutions listed in this credit application to release necessary information to Western Integrated Technologies for which credit is being applied for in order to verify the information contained herein.

Print Full Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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## **Western Integrated Technologies**

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13406 SE 32<sup>ND</sup> ST.  
BELLEVUE, WA 98005  
425-747-0927 phone  
425-747-0940 fax

### **IMPORTANT!!**

**YOUR ORDER WILL BE PROCESSED UPON RECEIPT OF SIGNED FORM**

### **CUSTOMER ORDER CONFIRMATION AND TERMS AGREEMENT**

Thank you for your recent order! We have reviewed your credit references and credit reports and we are pleased to offer you open terms of Net 30.

Please remit all payments to: Western Integrated Technologies,  
PO Box 749748, Los Angeles, CA 90074-9748

Invoices beyond due date will be charged a 1 ½% finance charge and the account will be placed on hold. Credit Cards on file may be used on past due balance including finance charges over 30 days. Past due accounts shall also be liable for any and all legal and/or collection costs we incur while attempting to collect balance owed.

#### **FREIGHT:**

We will ship consignee, collect or any means desired, however if terms are FOB ORIGIN, you will be responsible for any incoming freight, insurance, and/or handling charges regardless if shipped collect or other means. If shipping collect on your account, in the event of loss and/or damage you will be responsible for instituting a claim with the carrier.

#### **RETURN & CANCELLATION POLICY: \*\*\* NO RETURNS ACCEPTED WITHOUT AN RMA \*\*\***

Special built to order and some non-stock items are non-cancelable, non-returnable. Restocking varies and is applicable regardless if order has shipped due to factory policies, production and transit time. No returns after 30 days. In the event of a warranty problem, we reserve the right to repair or replace the item. Other restrictions may apply. WIT in not responsible for costs associated with delays for any reason.

I am an authorized representative of \_\_\_\_\_ and agree to these terms for all purchases through Western Integrated Technologies.

# **Western Integrated Technologies**

**MECHANICAL • FLUID POWER SYSTEMS • ELECTRICAL**



Signature \_\_\_\_\_

Title \_\_\_\_\_

—

Print  
name \_\_\_\_\_

Date \_\_\_\_\_

If you have questions regarding these policies, please contact us directly.  
Again, thank you for choosing WIT and we look forward to working with you in the future!

# Western Integrated Technologies Standard Terms and Conditions of Sale

- 1. Terms and Conditions of Sale:** All descriptions, quotations, proposals, offers, acknowledgements, acceptances and sales of Seller's products are subject to and shall be governed by the terms and conditions stated herein. Buyer's acceptance of any offer to sell is limited to these terms and conditions. Any terms or conditions in addition to, or inconsistent with those stated herein, proposed by Buyer in any acceptance of an offer by Seller, are hereby objected to. No such additional, different or inconsistent terms and conditions shall become part of the contract between Buyer and Seller unless expressly accepted in writing by Seller. Seller's acceptance of any offer to purchase by Buyer is expressly conditional upon Buyer's assent to all the terms and conditions stated herein, including any terms in addition to, or inconsistent with those contained in Buyer's offer. Acceptance of Seller's products shall in all events constitute such assent.
- 2. Payment:** Payment shall be made by Buyer net 30 days from the date of delivery of the items purchased hereunder. Western Integrated Technologies reserves the right to charge interest on all past due amounts. Any claims by Buyer for omissions or shortages in a shipment shall be waived unless Seller receives notice, thereof within 10 days after Buyer's receipt of the shipment.
- 3. Delivery:** Unless otherwise provided on the face hereof, delivery shall be made F.O.B. Seller's plant. Regardless of the method of delivery, however, risk of loss shall pass to Buyer upon Seller's delivery to a carrier. Any delivery dates shown are approximate only and Seller shall have no liability for any delays in delivery.
- 4. Warranty:** Seller warrants that the items sold hereunder shall be free from defects in material or workmanship for a period of 12 months from the date of shipment to Buyer. **THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO ITEMS PROVIDED HEREUNDER. SELLER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE, USAGE, OR COURSE OF DEALING ARE HEREBY DISCLAIMED. NOTWITHSTANDING THE FOREGOING, THERE ARE NO WARRANTIES WHATSOEVER ON ITEMS BUILT OR ACQUIRED WHOLLY OR PARTIALLY, TO BUYER'S DESIGNS OR SPECIFICATIONS.**
- 5. Limitation Of Remedy: SELLER'S LIABILITY ARISING FROM OR IN ANY WAY CONNECTED WITH THE ITEMS SOLD ON THIS CONTRACT SHALL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF THE ITEMS SOLD OR REFUND OF THE PURCHASE PRICE PAID BY BUYER, AT SELLER'S SOLE OPTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ITEMS SOLD HEREUNDER, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESS OR IMPLIED IN WARRANTY, OR IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY.**
- 6. Changes, Reschedules and Cancellations:** Buyer may request to modify the designs or specifications for the items sold hereunder as well as the quantities and delivery dates thereof, or may request to cancel all or part of this order, however, no such requested modification or cancellation shall become part of the contract between Buyer and Seller unless accepted by Seller in a written amendment to this Agreement. Acceptance of any such requested modification or cancellation shall be at Seller's discretion, and shall be upon such terms and conditions as Seller may require.
- 7. Special Tooling:** A tooling charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns, acquired to manufacture items sold pursuant to this contract. Such special tooling shall be and remain Seller's property notwithstanding payment of any charges by Buyer. In no event will Buyer acquire any interest in apparatus belonging to Seller which is utilized in the manufacture of the items sold hereunder, even if such apparatus has been specially converted or adapted for such manufacture and notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time.
- 8. Buyer's Property:** Any designs, tools, patterns, materials, drawings, confidential information or equipment furnished by Buyer or any other items which become Buyer's property, may be considered obsolete and may be destroyed by Seller after two (2) consecutive years have elapsed without Buyer placing an order for the items which are manufactured using such property. Seller shall not be responsible for any loss or damage to such property while it is in Seller's possession or control.
- 9. Taxes:** Unless otherwise indicated on the face hereof, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the items sold hereunder. If any such taxes must be paid by Seller, or if Seller is liable for the collection of such tax, the amount thereof shall be in addition to the amounts for the items sold. Buyer agrees to pay all such taxes or to reimburse Seller therefore upon receipt of its invoice. If Buyer claims exemption from any sales, use or other tax imposed by any taxing authority, Buyer shall save Seller harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.
- 10. Indemnity For Infringement of Intellectual Property Rights:** Seller shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights except as provided in this Part 10. Seller will defend and indemnify Buyer against allegations of infringement of U.S. patents, U.S. trademarks, copyrights, trade dress and trade secrets (hereinafter 'Intellectual Property Rights'). Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on an allegation that an item sold pursuant to this contract infringes the Intellectual Property Rights of a third party. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after the Buyer becomes aware of such allegations of infringement, and Seller having sole control over the defense of any allegations or actions including all negotiations for settlement or compromise. If an item sold hereunder is subject to a claim that it infringes the Intellectual Property Rights of a third party, Seller may, at its sole expense and option, procure for Buyer the right to continue using said item, replace or modify said items so as to make it noninfringing, or offer to accept return of said item and return the purchase price less a reasonable allowance for depreciation. Notwithstanding the foregoing, Seller shall have no liability for claims of infringement based on information provided by Buyer, or directed to items delivered hereunder for which the designs are specified in whole or part by Buyer, or infringements resulting from the modification, combination, or use in a system of any item sold hereunder. The foregoing provisions of this Part 10 shall constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for infringement of Intellectual Property Rights. If a claim is based on information provided by Buyer or if the design for an item delivered hereunder is specified in whole or in part by Buyer, Buyer shall defend and indemnify Seller for all costs, expenses or judgments resulting from any claim that such item infringes any patent, trademark, copyright, trade dress, trade secret or any similar right.
- 11. Force Majeure:** Seller does not assume the risk of and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter 'Event of Force Majeure'). Events of Force Majeure shall include without limitation, accidents, act of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials and any other cause beyond Seller's control.
- 12. Entire Agreement/Governing Law:** The terms and conditions set forth herein, together with any amendments, modifications and any different terms or conditions expressly accepted by Seller in writing, shall constitute the entire Agreement concerning the items sold, and there are no oral or other representations or agreements which pertain thereto. This Agreement shall be governed in all respects by the law of the State of Washington. No actions arising out of the sale of the items sold hereunder or this Agreement may be brought by either party more than two (2) years after the cause of action accrues.