

# 2001 INC.

325 Thomaston Avenue, P.O. Box 2557 • Waterbury, CT 06723-2557

(203) 575-9230 • Fax(203)573-0781

## Credit Agreement

COMPLETE ALL BLANK LINES

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax Number: ( \_\_\_\_\_ ) \_\_\_\_\_

Name of Head of Firm (please print): \_\_\_\_\_

Name of your 2001 Rep/Dist: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

### - REFERENCES -

(Please supply four references in the spaces below)

Bank: \_\_\_\_\_ Ask For \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Supplier: \_\_\_\_\_ Ask For \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Supplier: \_\_\_\_\_ Ask For \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Supplier: \_\_\_\_\_ Ask For \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_

### AGREEMENT (Terms and Conditions on Reverse)

Payment of account will be net 30 days from date of invoice. If account exceeds 30 days, interest at the rate of 1-1/2% per month will be charged to and paid by applicant from date of invoice.

If this account is turned over to either a Collection Agency or an Attorney for collection, the undersigned agrees to pay all costs of collection including any fees charged by the Collection Agency or any fees charged by the Attorney. The undersigned confirms that he has the authority to make this agreement on behalf of the firm described above.

### 2001 Inc. Approval

Applicant Name \_\_\_\_\_

(Please print)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

2001 Co. Name \_\_\_\_\_

(Please Print)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE SIGN PAGE 2 ALSO.

# TERMS AND CONDITIONS

1. 2001 Inc. will be referred to as "Seller" and the person or company purchasing, as indicated on the front hereof, will be referred to as "Buyer."
2. The prices stated herein do not include any sales, use, gross income, occupational or similar taxes unless so stated specifically; such taxes will be added to invoice prices in those instances in which the Seller is required to collect them from the Buyer, provided, however, that if Seller does not collect any such taxes and is later asked by and/or required to pay such to any taxing authority, buyer will make such payment to Seller, or, if requested by Seller, directly to such taxing authority. At Seller's option, prices may be increased to reflect any increase in the costs of Seller resulting from state, federal or local legislation. At Seller's option, the prices may be increased or decreased to reflect any change in the rate charge or classification of any carrier, Freight deductions, if any are indicted on the front hereof, will be paid upon surrender of the paid freight bill.
3. Regardless of the F.O.B. designated, title to any products described on the front hereof and risk of loss or damage thereto shall pass to the Buyer at the plant or warehouse of the Seller, except in those instances in which delivery is made by the Seller's vehicles. In the event of damage or loss, Seller will cooperate with Buyer in presenting any reasonable claim against the carrier involved.
4. THE SELLER WARRANTS ITS PRODUCT TO BE FREE FROM DEFECTS IN MATERIAL OR WORKMANSHIP, UNDER NORMAL AND PROPER USE IN ACCORDANCE WITH INSTRUCTIONS OF THE SELLER FOR A PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY TO THE BUYER, BUT THE LIABILITY ON SUCH WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT BY THE SELLER (F.O.B. POINT OF ORIGIN) OF ANY OF ITS PRODUCTS WHICH MAY BE RETURNED BY THE BUYER TO POINT OF ORIGIN, TRANSPORTATION CHARGES AND HANDLING FEES PREPAID WITHIN SAID TIME PERIOD AND WHICH ARE FOUND BY THE SELLER TO HAVE BEEN THUS DEFECTIVE IN MATERIAL OR WORKMANSHIP, EXCEPT AS EXPRESSLY STATED ABOVE, WE MAKE NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE NOR, DO WE MAKE ANY WARRANTY, EXPRESS OF IMPLIED, OF ANY NATURE WHATSOEVER WITH RESPECT TO OUR PRODUCTS OR SERVICES OR THE USE THEREOF, THE FOREGOING IS THE FULL EXTENT OF THE RESPONSIBILITY OF THE SELLER, AND BY WAY OF ILLUSTRATION AND NO LIMITATION IN NO EVENT SHALL THE SELLER BE LIABLE FOR DELAY CAUSED BY DEFECTS IN PRODUCTS OR SERVICES, FOR CONSEQUENTIAL DAMAGES, OR FOR ANY CHARGES OR EXPENSES OR ANY NATURE INCURRED WITHOUT IT'S WRITTEN CONSENT. THE BENEFITS OF THIS WARRANTY WILL NOT APPLY TO ANY PRODUCTS WHICH HAVE BEEN REPAIRED OR ALTERED OUTSIDE OF OUR FACILITIES IN ANY RESPECT WHICH, IN OUR JUDGMENT, AFFECT THEIR CONDITION OR OPERATION.
5. Buyer agrees to determine whether any words, design or devices which Buyer instructs Seller to incorporate in or imprint or place on the products sold hereunder infringe any trade mark, copyright or patent, notwithstanding the fact that Seller may have consulted as to, or may perform, the art of design work or other special services in connection with the order. Buyer will indemnify Seller against all expenses, losses, judgments and any other damage arising from any such claim of infringement and by way of illustration and not limitation. Buyer will reimburse Seller for nay legal expenses incurred in the defense of any claims relating to such.
6. Royalties for patents, or charges for use of patents which may be involved in any article to be furnished are outlined or published suggested retain, and warranty price list.
7. Any specifications, drawings, notes, instructions, engineering notices or technical data coming into the hand or control of the Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth. The Seller shall at all times retain title to al such documents and Buyer shall not disclose such to any party other than Seller or a party duly authorized by Seller. Upon Seller's request or upon completion and delivery of the products or services, whichever first occurs, Buyer shall promptly return all such documents to Seller.
8. The obligation of Seller to sell and delivery or perform services and the obligation of Buyer to furnish specifications for purchase and take the products for services stated on the front hereof shall be suspended by fire, floods, accidents, acts of God, ware or acts of war, strikes, lock-outs, slow downs, picketing or other controversies, sabotage, riots, civil commotion, default or failure of carriers, shortage of labor, inability to obtain materials from regular sources, action or request of any government or governmental authority, or any other happening or contingency beyond the control, and without the fault, of the parties hereto whether or not of a kind hereinbefore specified, to be the extent that such happening or contingency limits or prevents the manufacture, sale or delivery of any products or the performance of any services by the Seller or the purchase or taking thereof by the Buyer, except, however, that notwithstanding the foregoing, the Buyer shall not be excused from accepting and paying for products which are completed or in the process of manufacture at the time. The party affected shall promptly notify the other party of the happening or any contingency and of the contemplated effect thereof on the manufacture and delivery or the taking of products. Upon the elimination or cessation of any such happening or contingency the obligation of Seller to sell and deliver or perform services and the obligation of Buyer to purchase and take the products or services shall be reinstated. Products or services omitted during the period of any such suspension or reduction shall be eliminated from this agreement without liability to either party.
9. If the seller shall at anytime doubt the Buyer's financial responsibility, Seller may decline to make shipments hereunder except upon receipt of cash payment in advance of security satisfactory to Seller in Advance. If Buyer fails in any way to fulfill the terms and conditions on the front or the back hereof, Seller may defer further shipments until such default is corrected and may at the option of Seller treat such default as refusal by Buyer to accept further shipments hereunder.
10. If the products are to be exported, this order is subject to Seller's ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will furnish all Consular and Custom declarations and will accept all responsibility for penalties resulting from error or omissions thereon.
11. The Buyer may not assign any of the Buyer's rights hereunder without the prior written consent of the Seller which consent shall not be unreasonably withheld.
12. In the event that any word, phrase, clause, sentence, or other provision shall violate any applicable statute ordinance, or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.
- 13 This document constitutes the complete agreement between the Buyer and the Seller with respect to the products mentioned and supersedes all prior contemporaneous written or oral agreements between the parties.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE