

CREDIT APPLICATION

RICHARDSON ELECTRIC, INC. or
TECH CRAFT AUTOMATION, INC.

P.O. Box 5995
Chattanooga, TN 37406-0995
Phone: (423) 629-2521
Fax: (423) 622-0504



COMPANY INFORMATION

| | | | | |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------|
| LEGAL BUSINESS NAME | DBA | FEDERAL ID# | | |
| ACCTS. PAYABLE CONTACT | A/P PHONE | A/P FAX | | |
| PURCHASING CONTACT | PHONE | FAX | E-MAIL | PO REQUIRED? O Yes O No |
| BILLING ADDRESS | CITY | STATE | ZIP | |
| SHIPPING ADDRESS | CITY | STATE | ZIP | |
| TAXBLE STATUS: <input type="checkbox"/> TAXABLE <input type="checkbox"/> NON-TAXABLE - (Exemption certificate required) | <input type="checkbox"/> CORPORATION <input type="checkbox"/> GOVERNMENT | <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> NON-PROFIT | <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLC | |

NAME OF OWNERS, OFFICERS

| OWNER / OFFICER NAME(S) | TITLE |
|-------------------------|-------|
| | |
| | |
| | |

BANK REFERENCE

| | | | |
|-----------------|-------------------|----------------|-----|
| BANK NAME | PHONE | FAX (REQUIRED) | |
| ADDRESS | CITY | STATE | ZIP |
| ACCOUNT OFFICER | CHECKING ACCT NO. | | |

TRADE REFERENCES:

Please list a minimum of three principal suppliers. List only those firms, with which your credit limit is equal to or in excess of what you are requesting from Richardson Electric, Inc. or Tech Craft Automation, Inc.

| NAME | ADDRESS | PHONE | FAX (REQUIRED) |
|------|---------|-------|----------------|
| | | | |
| | | | |
| | | | |

The undersigned authorizes **Richardson Electric, Inc.** or **Tech Craft Automation, Inc.** to obtain credit information from the references provided above. I (We) further acknowledge that credit privileges if granted are subject to all terms and conditions of sale (on page 2).

SIGNATURE TITLE DATE

| |
|----------------------------------------------------------|
| INTERNAL USE |
| CUSTOMER NO: _____ CREDIT LINE: _____ APPROVED BY: _____ |
| TERMS OF SALE: _____ DATE OPENED: _____ SALESREP: _____ |

**TERMS AND CONDITIONS OF SALE
RICHARDSON ELECTRIC, INC.
TECH CRAFT AUTOMATION, INC.**

The following terms and conditions shall apply with respect to all sales by **Richardson Electric, Inc.** or **Tech Craft Automation, Inc.** (either, a "Seller"):

SHIPMENTS & DELIVERY: Seller is not obligated to make delivery by any specified date, but will always use commercially reasonable efforts to make delivery within the time requested. Shipment shall be made F.O.B. shipping point, prepaid and add. unless specifically agreed otherwise. Shortages or errors must be reported within five (5) days from receipt of shipment to secure adjustment.

CANCELLATION: No order may be canceled by Buyer except upon written notice to Seller and upon payment to Seller of all costs incurred by Seller arising out of or in connection with the order, determined on a basis consistently observed by Seller and in accordance with sound accounting principles. Seller's calculation of such costs shall be conclusive.

PAYMENT: Payment in full is due within thirty (30) days of the date of the invoice issued by Seller. In the event payment is not made within that time Buyer agrees that a late charge of one and one half percent (1-1/2%) per month shall be added to the unpaid balance. Seller shall have and retain a purchase money security interest in all goods and products now or hereafter sold to Buyer by Seller and in all accounts, contract rights, and all other proceeds from the sale or other disposition thereof, to secure payment of the purchase price and any other obligation or liability now or hereafter incurred or owing by Buyer to Seller. Seller shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code as adopted by the State of Tennessee.

DEFAULT: In the event Buyer defaults in payment and this account is turned over for collection, Buyer agrees to pay all costs of collection and a reasonable attorney's fee.

TAXES: Buyer shall reimburse Seller for any sales, use, occupation, excise or similar tax which Seller may be required to pay upon the sale or shipment of the goods sold hereunder or provide Seller with an acceptable tax exemption certificate.

RETURN OF GOODS: Credit will be allowed for goods returned with prior approval. All returned goods must be shipped to Seller's Chattanooga facility at the expense of Buyer. A deduction will be made from credits issued to cover the cost of handling and restocking. Seller's acceptance of any items shipped to Seller shall not be deemed an admission that the items shipped are returnable.

WARRANTY: Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. **SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**

LIMITATION OF LIABILITY: Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, at the option of Seller. **BUYER EXPRESSLY WAIVES ANY RIGHTS TO CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER ANY AND EVERY CIRCUMSTANCE.**

DELAY: Seller shall not be liable for delay in any performance or for failure to render any performance, and any such delay or failure shall for all purposes be excused, when such delay or failure is caused by accident, epidemic, embargo, appropriation of plant or product in whole or in part by federal or state authority, riot, insurrection, act of God, or any other cause or causes, whether of like or different nature, beyond the reasonable control of the Seller. Buyer shall bear any costs incidental to Buyer's delay or failure in acceptance of the goods or any other performance.

INDEMNIFICATION: Buyer shall indemnify and hold Seller harmless against all claims, loss or damage suffered by Buyer (other than damages suffered by Buyer to the extent they result from the negligence of Seller or its employees or agents), resulting from or arising out of or in connection with the testing, use, operation, replacement or repair of the items sold or services performed.