

Office Systems of Texas

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CREDIT APPLICATION

NAME & ADDRESS

B	_____	S	_____
I	_____	H	_____
L	_____	I	_____
L	_____	P	_____
_____		_____	
PHONE	CONTACT	PHONE	CONTACT

PRESENT BANK: _____ ACCOUNT #: _____

ADDRESS: _____ PHONE: _____

NAME OF OFFICER: _____

PREVIOUS BANK OR SECOND BANK REQUIRED IF LESS THAN 1 YEAR AT PRESENT BANK

NAME: _____ ACCOUNT #: _____

NAME OF OFFICER: _____ PHONE: _____

TYPE OF BUSINESS: _____ YEARS IN BUSINESS: _____

CORPORATION _____ PARTNERSHIP _____ PROPRIETORSHIP _____

GIVE NAMES AND HOME ADDRESSES OF PRINCIPALS

NAME: _____ PHONE: _____

HOME ADDRESS: _____ SS#: _____

NAME: _____ PHONE: _____

HOME ADDRESS: _____ SS#: _____

TRADE REFERENCES

NAME: _____ PHONE: _____

ADDRESS: _____

NAME: _____ PHONE: _____

ADDRESS: _____

NAME: _____ PHONE: _____

ADDRESS: _____

I agree all information provided is true and correct. **Office Systems of Texas** is hereby authorized to check credit on the above mentioned company and to provide information to others about it's credit experience with applicant. By signing this application, you agree to the terms and conditions on the reverse side of this document.

AUTHORIZED SIGNATURE: _____ TITLE: _____

DATE: _____

TERMS AND CONDITIONS OF SALE

All quotations and sales are subject to the following terms and conditions and those contained on the face hereof.

1. This Contract constitutes the entire agreement of the parties hereto and supercedes any prior understanding or written or oral agreement between the parties respecting the within subject matter.
2. This Contract and all rights and duties of the Seller and the Buyer will be governed by the provisions of the Uniform Commercial Codes-Sales as adopted by the State of Texas. All obligations of Buyer, including payment of the purchase price, are to be performed by the Buyer to Seller at its offices in Harris County, Texas.
3. Unless otherwise stated, the terms of payment is cash. Seller may charge interest at the rate of eighteen (18%) percent per annum on all overdue bills. In the event Buyer breaches or is in default of the Contract, Buyer agrees to pay all collection costs incurred by Seller in enforcing its rights hereunder, including, but not limited to, attorney's fees and court costs.
4. There are no other warranties which extend beyond the description on the face hereof except those extended, if any, for NEW equipment by the manufacturer. For a limited period of thirty (30) days from delivery of any used machine sold hereunder, and ninety (90) days from delivery of any new machine sold hereunder, Seller agrees to repair any machine which is proven to be mechanically unsatisfactory. This repair privilege does not apply to machines sold on an "AS IS" basis or "WITH ALL FAULTS," IT IS EXPRESSLY UNDERSTOOD THAT THE WARRANTY MADE BY THE SELLER HEREIN SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF USE, AND THE SELLER DOES NOT WARRANT THAT THE MACHINES AND/OR EQUIPMENT ARE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE. IF BUYER ACCEPTS THE GOODS AND DOES NOT NOTIFY THE SELLER OF ANY BREACH OF WARRANTY WITHIN THIRY (30) DAYS FROM DATE OF DELIVERY OF ANY USED MACHINE AND NINETY (90) DAYS FROM DELIVERY FOR ANY NEW MACHINE, THE BUYER SHALL BE DEEMED TO HAVE WAIVED ANY CLAIM FOR DAMAGES. NO CLAIM SHALL BE MADE FOR PROXIMATE DAMAGES, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES TO ANY PRODUCT OF BUYER OR FOR BUYERS INABILITY TO PERFORM ITS CONTRACTS WITH OTHERS.
5. Seller shall not be liable or responsible for, and shall be saved, indemnified and held harmless by the Buyer from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damages to or loss of property, arising out of any use whatsoever of the machinery and equipment sold pursuant to this agreement and from any and all claims and litigations caused by the negligence of Buyer, its agents, servants, and employees, and those who may acquire said machinery from Buyer. Buyer expressly warrants and represents to Seller that the person signing the receipt for the goods sold pursuant to this Contract is an authorized officer, agent, or employee of Buyer with the express authority to bind Buyer to the terms and conditions of this Contract.
6. Any risk associated with the goods sold hereunder rests with the Seller up to the time of receipt of the goods by the Buyer at the place of delivery. Thereafter, such risk is with the Buyer, including on any goods thereafter rightfully returned to the Seller until their receipt. Orders are not subject to cancellation except with Seller's written consent. There is a fifteen (15%) percent cancellation charge to the Buyer on any order cancellation accepted by the Seller.
7. Seller shall not be liable for any delay in the performance of orders or contracts, or in the delivery of shipment of goods, or for any damages suffered by the Buyer by reason of such delay, when such delay is caused by strikes, fires, accidents, delays of carriers and other delays unavoidable or beyond Seller's control. All orders or contracts are accepted with the understanding that they are subject to the Seller's ability to obtain the necessary materials, supplies, and labor.
8. Title shall not pass to Buyer with delivery of the goods but shall remain vested in Seller until entire purchase price is paid. Upon failure of the Buyer to pay the entire purchase price, Seller shall have the right to repossess the goods. For the purposes of repossession, Seller shall have the right to remove the goods from the premises of the Buyer and, for the purposes of removal and possession, the Seller or its representatives may enter any premises of the Buyer without legal process and the Buyer hereby waives and releases the Seller of and from any and all claims in connections therewith or arising therefrom. Seller may further require the Buyer to assemble the goods and make them available to Seller at any price or to be designated by Seller which is reasonably convenient to both parties.
9. It is the Buyer's responsibility to provide proper safety devices and equipment to safeguard the operator from harm for any particular use or operation of the equipment/machinery and to properly equip and safeguard such machines to meet all federal, state, local, and OSHA government safety standards.
10. All notices and claims must be made in writing, sent to the Seller by registered mail, within thirty (30) days (ninety (90) days in the case of new machines) after receipt of the goods.

Initials: _____