



**PRECISION
PUMP
SYSTEMS**

Precision Customers:

New customers are defined as 1st time buyers of material or previous customers that have been inactive for a period of 12 months or more.

In order to place an order or apply for credit, Precision Pump Systems needs the following information included in this attachment:

- Completed and signed credit application (Attached)
- Signed Terms & Conditions (Attached)
- Resale Certificate – if non-taxable
- Sales Certificate – if taxable

Thank you in advance for providing this information and we will process your application in a timely manner to get you setup for credit.

*If you are requesting material to be delivered within 1 -2 days, we require this current order to be CIA (Cash in Advance) and accept credit card or wire transfer and can provide these forms as needed.

Regards,

Forrest Lindsey
Credit Manager

Credit Application and Agreement



FOR OFFICE USE ONLY:

Date: _____

Approved By: _____

Amount: _____

Special Instructions: _____

PRECISION SALES REP _____

COMPANY NAME _____ DATE _____

BILL TO ADDRESS _____

SHIP TO ADDRESS _____

PHONE # _____ FAX # _____ WEBSITE _____

ACCOUNTING CONTACT NAME _____ EMAIL ADDRESS _____

NON-TAXABLE _____ TAXABLE _____ TAX ID # _____ D&B No. _____

PARENT COMPANY Y___ N___ NAME _____

AFFILIATED COMPANIES: _____

IF NON-TAXABLE YOU MUST SUPPLY A RESALE/EXEMPTION OR DIRECT PAY CERTIFICATE

TRADE REFERENCES

PHONE #

FAX #

1) _____

2) _____

3) _____

4) _____

BANK REFERENCE

BANK NAME _____ OFFICER _____

ADDRESS _____

PHONE # _____ FAX # _____ ACCOUNT # _____

*FOR THE PURPOSE OF ESTABLISHING AN OPEN ACCOUNT WITH PRECISION PUMP SYSTEMS, I HEREBY AUTHORIZE

_____ TO PROVIDE THE REQUESTED INFORMATION ON BEHALF OF _____
BANK NAME _____ COMPANY NAME _____

AUTHORIZED SIGNATURE

****PLEASE READ AND SIGN AGREEMENTS, TERMS AND CONDITIONS ON THE FOLLOWING PAGE****



AGREEMENTS, TERMS AND CONDITIONS

- 1. CUSTOMER'S ACCEPTANCE OF TERMS: Zone Industries, LLC, dba Precision Pump Systems, shall hereinafter be referred to as "ZONE", and the applicant shall be referred to as "CUSTOMER." The CUSTOMER desires to purchase goods and/or services from ZONE, and CUSTOMER agrees in consideration thereof and to the extent allowed by the laws of the state of Texas to be bound by the terms and conditions stated in this agreement. ZONE hereby objects to any terms or conditions at variance with, different from or additional to those terms and conditions stated herein unless such terms and conditions are hereafter set forth in a writing signed by ZONE. Anything herein to the contrary notwithstanding, no amendment to, or waiver, modification or deletion of, any of the terms and conditions stated herein shall be deemed effective unless any such amendment, waiver, modification or deletion, as the case may be, shall have been approved and accepted in writing by an officer of ZONE.
2. THE OPEN CREDIT ACCOUNT: ZONE reserves the right to approve, approve with conditions allowable under Texas law or disapprove any request for extension of credit in its sole discretion. The amount of credit extended to CUSTOMER will be determined by ZONE and may vary from time to time. CUSTOMER shall be provided 30 day written notice of any change in CUSTOMER'S credit limit. To the extent allowed by the laws of the state of Texas, all amounts charged to the open account are CUSTOMER'S responsibility. Payment is due in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. The unpaid principal balance of any delinquent account is subject to the Texas Prompt Payment Act, and Chapter 2251 shall govern remittance of payment and remedies for late payment and non-payment.
3. OPEN ACCOUNT PAYMENT TERMS: All sums owing ZONE by CUSTOMER shall be paid in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.
4. CUSTOMER'S REPRESENTATIONS: Credit will be extended by ZONE to CUSTOMER based on the information provided in this application. CUSTOMER agrees that any financial documents provided ZONE are true and correct. ZONE is authorized to check CUSTOMER'S credit background.
5. DEFAULT: Failure to make timely payment as provided in paragraph 3 above shall result in all charges on the account being deemed past due. The unpaid principal balance of any delinquent account is subject to the Texas Prompt Payment Act, and Chapter 2251 shall govern remittance of payment and remedies for late payment and non-payment.
6. SHORTAGES AND/OR DEFECTIVE OR DAMAGED GOODS: Any alleged shortages and/or defective or damaged goods received by CUSTOMER in connection herewith must be reported in writing by CUSTOMER to ZONE within 5 days after delivery of said goods. Delivery of goods shall be subject to normal variations in weight, color, size, quantities, etc., as are standard in the trade.
7. CANCELLATION AND RETURNS: CUSTOMER may not cancel order of goods specially manufactured for CUSTOMER without ZONE'S written consent. Any cancellation so authorized shall be subject to a cancellation charge of 25% at ZONE'S sole discretion. Specially manufactured materials not normally carried in ZONE'S inventory may not, under any circumstances, be returned. The amount of credit, if any, allowed to CUSTOMER for such returned goods shall be at the sole discretion of ZONE.
8. GOVERNING LAW AND VENUE: Customer agrees that for and in consideration of ZONE'S extension of credit, this agreement is to be construed under the laws of the State of Texas and that if legal action is brought to enforce this agreement, that Hidalgo County, Texas, shall be the exclusive jurisdiction and legal venue for said action.
9. ASSIGNMENT: No right or interest in this agreement shall be assigned by CUSTOMER without the written permission of ZONE, and no delegation of any obligation owed or of the performance of any obligation by CUSTOMER shall be made without written permission of ZONE.
10. SEVERABILITY: If any term, covenant or condition of this agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.
11. NON-WAIVER: No waiver of any term, provision or other condition of this agreement by the Parties, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this agreement.
12. ACCEPTANCE / ENFORCEABILITY OF COPIES: CUSTOMER agrees that ZONE may, at ZONE'S sole discretion, accept, utilize and rely upon a facsimile copy or photocopy of this agreement and the foregoing Continuing Personal Guaranty or Corporate Guaranty, in lieu of an original document. CUSTOMER acknowledges that, by transmitting a facsimile copy, electronic copy or photocopy of this document to ZONE, CUSTOMER, and the Guarantor (if applicable), agree to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to ZONE. CUSTOMER, and Guarantor (if applicable), consent to ZONE'S use of this document and waive any right to object to the use of a copy in place of the original and any right to require Seller to subsequently produce an original document. This Credit Application and Agreement cannot be altered, amended, revised, or otherwise modified unless an officer of ZONE provides prior written consent thereto.

THE UNDERSIGNED CERTIFIES THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS TRUE AND CORRECT, AND THAT THE UNDERSIGNED HAS READ AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT NOTED ON THE FRONT AND REVERSE PAGES OF THIS APPLICATION. OFFICER, AUTHORIZED AGENT OR OWNER SIGNATURE IS REQUIRED.

Signature of Owner/Officer/Authorized Agent Print Name/Title Date
Signature of Owner/Officer/Authorized Agent Print Name/Title Date

CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit to CUSTOMER by ZONE and as an inducement to ZONE to continue to extend credit to said CUSTOMER, the undersigned (hereinafter "GUARANTORS"), unconditionally guaranty the payment of any and all sums of money as are now, or at any time hereafter may be owing to ZONE by said CUSTOMER, as a result of ZONE'S extension of credit, in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

To the extent allowed by the laws of the state of Texas, GUARANTORS agree to hold ZONE harmless from any loss, damage, and expenses caused or arising out of default on the part of CUSTOMER. The unpaid principal balance of any delinquent account is subject to the Texas Prompt Payment Act, and Chapter 2251 shall govern remittance of payment and remedies for late payment and non-payment..

This Agreement may be terminated by County without cause upon five (5) days written notice. This is intended to be and is a Continuing Guaranty and may not be revoked except by written notice to ZONE not to make any further sales and deliveries on the security of this Guaranty and until the expiration of five (5) days after such notice shall have been received by ZONE at the following address 3303 Cypresswood Dr., Spring, TX 77388 by certified mail, return receipt requested. To the extent allowed by the laws of the state of Texas, any such revocation, shall be effective only with respect to merchandise shipped or delivered after the expiration of said five (5) day period, and not affect, in any respect, liability incurred by Guarantors prior to that time. Upon signature of the "Continuing Personal Guaranty" section, I hereby authorize ZONE to obtain a consumer credit report.

The undersigned, and each of them, agree(s) to be bound by all terms and conditions contained in this Credit Application and Agreement and in the invoices issued hereunder which are incorporated by this reference as though fully set forth in full.

GUARANTOR # 1:

Guarantor's Signature Print Name Date

GUARANTOR #2:

Guarantor's Signature Print Name Date