Credit Application

E.W. Process
MECHANICAL EQUIPMENT

3318 Lakemont Blvd. Suite 103 Fort Mill, SC 29708
Phone: 803-396-8555
Fax: 803-396-3880

Return to: accounting@ewprocess.com

Company Name_____

Billing Address_____

Shipping Address_____

Phone Number_____ Fax Number_____

Accounts Payable Contact_____ Email _____ Phone_____

Trade References:

Company_____ Address_____

Accounting or Credit Contact _____

Phone _____ Fax _____ Email _____

Company_____ Address_____

Accounting or Credit Contact _____

Phone _____ Fax _____ Email _____

Company_____ Address_____

Accounting or Credit Contact _____

Phone _____ Fax _____ Email _____

Tax Status:

EW Process will bill sales tax for the states of North Carolina, South Carolina, Virginia, Tennessee, Indiana, Georgia, Kentucky, and Arizona unless otherwise notified. If your company is tax exempt, please return a copy of your Exemption or Resale tax certificate.

My business is: Taxable____ Tax Exempt ____

The preceding information is for the purpose of obtaining credit and is warranted to be correct and true. I hereby authorize Emory Wilson Process, Inc. to investigate all references and customary credit information sources including consumer credit reporting repositories regarding our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

Signed: _____ Title_____ Date_____

E. W. P. Group, Inc (dba EW Process)

Terms and Conditions

1. Acceptance: ORDERS PLACED ARE SUBJECT TO THE TERMS AND CONDITIONS HEREIN WHICH SHALL PREVAIL OVER ANY INCONSISTENT TERMS OF BUYER'S PURCHASE ORDER. BUYER'S ORDER AND SELLER'S ACCEPTANCE OR CONFIRMATION WILL CONSTITUTE THE ENTIRE CONTRACT BETWEEN BUYER AND SELLER WITH RESPECT TO THE SUBJECT MATTER OF THIS ORDER. No additional conditions of sale may be imposed by Buyer without Seller's written consent. Any agreement made pursuant to this Quotation shall be governed by the laws of the State of South Carolina and venue shall be in the County of Richland. This order is not an acceptance of any offer to buy, but is an offer to sell within fifteen (15) days of the order's date only by Buyer's written acknowledgment or commencement of performance by the seller. Acceptance is expressly limited to the terms and conditions of this offer. By acceptance in either manner described herein above, Buyer expressly assents to the terms and conditions contained herein to the exclusion of all other terms and conditions, including any contained in any acknowledgment, acceptance, letter, quote or other writing of the Seller prior to, simultaneously with, or after acceptance. Also, acceptance of the offer to purchase is subject to credit approval and if Buyer fails to comply with these conditions of sale, or if Buyer's credit becomes unsatisfactory to the Seller. Seller reserves the right to terminate an order upon notice to the Buyer.

2. Additional or Different Terms: Each and every term and condition of this order is deemed to be of the essence. After acceptance, the terms contained in this order, with any attachments, will constitute the entire and only agreement of the parties and will supersede all prior discussions, representations, writings, oral agreements, and understandings, or any language in the acknowledgment or acceptance of Seller to the contrary. Any addition, change, modification of, revision, of, deletion of, or waiver of any of the terms and conditions of this order, irrespective of whether such different or additional terms and conditions materially alter this order; are expressly rejected unless specifically agreed to by the Buyer and Seller. Buyer's offer to purchase serves as his acknowledgment that any material change in quantities of an order or in requested destination may incur a price adjustment. This adjustment will be measured in the sole discretion of the Seller, with proper notice to the Buyer.

3. Pricing: Prices shown do not include any sales, excise or other government charge payable by Seller to Federal, State or local authority. Any such taxes now or hereafter imposed upon sales or shipments will be added to purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate. Prices are subject to change without notice, unless otherwise noted, and Quotation is subject to acceptance within fifteen (15) days from date of issue.

4. Payment for Services: Payment in full for all products is due and payable thirty (30) business days from the date of invoice, no discounts, unless otherwise specified. For late payment, the Buyer is subject to a service charge of 1 1/2% per month, which corresponds to an annual percentage rate of 18%, for each month or part of a month on the unpaid balance, and collection thereof, including reasonable attorney fees, will be at Buyer's expense. All payments will be made in legal tender of the United States of America. Acceptance by Seller of bank drafts, checks or other means of payment is subject to collection, and collection fees. No payments to representatives or agents will be valid. Pro rata retainage fees or back charges will not be accepted by the Seller. Collection of such deductions from payment will be enforced at Buyer's expense. Also, in the sole discretion of the Seller, any delinquent account may be considered a breach of these terms and conditions, and the Seller at his option may exercise any of the remedies provided herein, or as provided for by law or in equity.

5. Delivery: All goods are shipped at the Buyer's risk. Unless otherwise specified in writing, place for the delivery of goods is the Buyer's business address. Any claims for shortages and/or damages, other than loss in transit, must be made to Seller within five (5) business days after receipt of shipment, and must be accompanied by a signed copy of the carrier' s freight bill (Notice of Delivery). Full disclosure of damages or shortage should be made on the freight bill, as a condition to filing a claim against the Seller. Delivery dates are estimated by the Seller on the basis of the best information available and cannot be guaranteed. Seller is not accountable for delays in delivery, or for any damage suffered by the Buyer by reason of such delay, if caused by any legislative, administrative, or executive law, order or requisitions of the Federal Government, or any State or Municipal Government or any subdivision, department, agency, officer or official thereof, or if caused by strike or other labor disputes, flood, fire, accidents, abnormal weather conditions, accidents, Acts of God, act of the Buyer, war, riot and other civil disturbance, delays of carrier, inability to obtain suitable and sufficient labor and necessary supplies of raw materials or other unavoidable contingencies beyond Seller's control which prevent manufacture, receipt or transportation. The Seller may, without any liability or penalty, delay delivery, manufacture, transportation or acceptance by written notice effective when received by the Buyer, until such event and the consequences of such event of force majeure shall have terminated. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES WHATSOEVER UNLESS SPECIFICALLY AGREED TO IN WRITING. In the event delivery is refused, the Buyer shall give written notice of rejection within five (5) days following the date of rejection, specifying the reason therefore. Failure to provide this information may cause the Buyer's order to be treated as a cancellation and, in such event, cancellation charges will apply. Seller reserves the right to ship all or any part of the equipment from any shipping point of any of its sources of supply other than the shipping point or point specified herein. Shipment will be made by the method or carrier deemed most feasible by the Seller.

6. Warranties: Materials covered by this Order are warranted only to the extent of manufacturer's warranty which will be furnished on written request. SELLER MAKES NO WARRANTY EXPRESS OR IMPLIED; ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING WARRANTY IS HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF ANY ORDER.

7. Termination: The Buyer may terminate an order placed, in whole or in part, by written notice to the Seller. Upon receipt of such notice, Seller will immediately discontinue all work and the placing of all orders for materials, facilities, and suppliers pursuant to this order. Upon termination by the Buyer under this paragraph for reason other than *force majeure* or certain remedies, Buyer shall owe payment for Seller's non-recoverable and documented costs and expenses in filling the order. No equipment sold, shall be returned to the Seller without Seller's written authorization. Where returns are accepted for credit, a minimum deduction of 25% will be made for rehandling and/or reconditioning, except where the fault lies with the Seller. All transportation charges must be prepaid upon return of any equipment, with our authorization, firmly attached to the shipment. Notice shouldbe given to the Seller the same day as shipment, furnishing a copy of Bill of Lading, order number, and invoice date. No charges for unauthorized transportation will be allowed and seller reserves the right to refuse all C.O.D. shipments.

8. Default-Cancellation: If Buyer's financial condition, based on reasonable and objective criteria, is found to be or becomes unsatisfactory to the Seller during the term of this contract, Seller reserves the right, without incurring any liability to the Buyer, to cancel this order by written notice and terminate this contract and receive any monies due for valuable goods and services already delivered. Seller also reserves the right to similarly terminate all other contracts covering sales to the Buyer of Seller's products or services whether or not Buyer may otherwise be in default, and no rights accrue to Buyer against Seller on account of such termination. The foregoing rights of Seller are in addition to, and not in lieu of, any rights Seller may possess under '2-609 or other provisions of the Uniform Commercial Code, or other provisions of law. If Buyer fails to perform as specified in this
order or breaches any of the terms hereof, Seller reserves the right, without incurring liability to the Buyer, and upon giving Buyer written notice to: (a) Cancel this order in whole or in part, and Buyer shall be liable to Seller for all damages, losses and liability incurred by the Seller directly or indirectly resulting from Buyer's breach; or (b) obtain a new buyer for the goods or services ordered herein, with any excess cost or lost revenue resulting there from chargeable to the Buyer; or (c) set off or reduce all current orders for goods and services due, or to become due from Seller to Buyer to the extent Seller is damaged by the Buyer's breach. The remedies herein provided shall be cumulative and in addition to any other remedies provide at law or in equity. Seller's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege, or by Seller's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

9. Indemnification: Except to the extent that any injury or damage is due solely and directly to Seller's negligence, Buyer agrees to indemnify and hold harmless Seller, its successors, assigns, customers and users of its products against all suits at law or in equity and from all damages, claims and demands arising out of the death of or injury to any person, or damage to any property, alleged to have resulted from the goods or services hereby ordered, and, upon the tendering of any suit or claim to Buyer, to defend the same at Buyer's expense as to all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees. The foregoing indemnification shall apply whether death, injury, or property damage is caused by the sole or concurrent negligence of the Buyer. To the extent that Buyer's agents, employees, or subcontractors enter upon the premises of the Seller, Buyer shall take all necessary precautions to prevent injury or death to any persons or damage to property arising out of acts or omissions of such agents. Employees, or subcontractors, and, except to the extent that any such injury or damage is due solely and
directly to the Seller's negligence, shall indemnify, defend, and hold Seller, its officers, employees, and agents, harmless form any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees, arising out of any act or omission of Buyer, its agents, employees, or subcontractors. Buyer shall maintain and require its subcontractors to maintain: (a) Public liability and property damage insurance (including contractual liability), both general and vehicular, in amounts sufficient to cover obligations set forth above; (b) worker's compensation and employer's liability insurance covering all employees engaged in the acceptance and/or use of this order. Buyer shall furnish, upon written demand, certificates evidencing such insurance.

10. Patent and Intellectual Property Right Indemnification: Buyer shall indemnify and save harmless Seller, its successors, assigns, customers or users of its products, or Seller's officers, employees, and agents, from and against all costs, losses, expenses, damages, claims, suits, or any
liability whatsoever, including attorney's fees, resulting from any claim that the use, sale, or resale of any goods or services supplied under this order infringe any patent, copyright, trademark, or other intellectual property rights; and Buyer, when notified, shall, at Seller's sole discretion, either defend any action or claim of such infringement at its own expense, or reimburse Seller's expenses, attorney's fees, and other costs for defending such action or claim.

11. Assignment: This order may not be assigned by the Buyer, nor may the Buyer delegate the performance of any of its duties hereunder without the Seller's prior written consent.

12. Applicable Law: The validity, interpretation, and performance of these terms and conditions shall be governed by the laws of the State of South Carolina. This contract of sale shall be construed and enforced in accordance with those laws (but not including the choice of laws thereof). The parties agree that any action (whether in law or in equity) arising out of or relating to this sale, shall be brought only in the Court of Common Pleas for the Fifth Judicial Circuit in Richland County, South Carolina, or in the United States District Court for the District of South Carolina. The parties and each of them hereby submit themselves to the exclusive jurisdiction and venue of the said courts for the enforcement of this provision and for the purposes of such action. The parties agree that service of process in such Action may be affected by delivery of the Summons and Complaint by certified mail, return receipt requested, postage prepaid, mailed to Buyer and Seller, as the case may be, at the address set forth in this invoice.

13. Captions: The Captions appearing at the beginning of each section of these terms and conditions are for convenience and general reference only and are not to be construed as a substantive part of said terms and conditions.

14. Severability: The terms and conditions of this order are severable and if any terms and conditions or portions of any terms and conditions herein are stricken or declared illegal, invalid, or unenforceable for any reason whatsoever, the legality, validity or enforceability of the remaining terms and conditions shall not be affected thereby.

I/We acknowledge having read and agree to the Terms and Conditions of Sale of E. W. P. Group, Inc. as listed above.

Signed: _____ Title _____ Date_____

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