



INTERSTATE ELECTRIC EQUIPMENT CO. INC.  
30 VINELAND STREET BRIGHTON, MA. 02135  
TEL. (617) 782-9000 FAX. (617) 254-2247

### *Application For Credit*

Name of company or individual \_\_\_\_\_  
Street address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_  
Line of business or profession \_\_\_\_\_  
Rating in Dun & Bradstreet, or number \_\_\_\_\_  
Name of President \_\_\_\_\_ Home telephone number \_\_\_\_\_  
Home address \_\_\_\_\_  
Partners (if applicable): name, address, phone, \_\_\_\_\_

Bank reference \_\_\_\_\_ Account number \_\_\_\_\_  
Street address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Trade reference 1 \_\_\_\_\_  
Street address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Trade reference 2 \_\_\_\_\_  
Street address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Trade reference 3 \_\_\_\_\_  
Street address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_

How did you hear of us? Any additional remarks? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*\*\*\*\* Please Note Our Terms Are Net 30 Days \*\*\*\*\***

We certify that all the information on this form is correct, that we fully understand your credit terms and agree to the proper payment, and that we agree to accept occasional unsolicited faxes from you.

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

ANY OFFER TO SELL BY INTERSTATE AS WELL AS ANY ACCEPTANCE BY INTERSTATE OF A PURCHASER'S ORDER IS EXPRESSLY MADE CONDITIONAL UPON PURCHASER'S ASSENT TO THESE TERMS AND CONDITIONS OF SALE AND NO OTHERS. PURCHASER'S TAKING DELIVERY OF ANY PRODUCT OR PAYMENT OF ANY INVOICE SHALL BE CONCLUSIVE EVIDENCE OF SUCH ASSENT.

### **PRICES**

1. All prices are subject to change without notice. Billings will be made at Interstate's established prices for the quantities ordered that are in effect at the time of shipment unless otherwise agreed to by a formal price quotation. Partial Shipment of an order shall not bind Interstate to deliver remainder of order at the same prices.
2. Formal price quotations must be made in writing on Interstate's standard form and remain in effect for a period of 30 days unless otherwise noted. Prices quoted are based on Purchaser's specifications and any change in such specification may subject quoted prices to change. Subsequent disapproval of any quoted price by any competent authority and any additional cost to Interstate occasioned by law or governmental action or regulation may subject quoted prices to change or subject further deliveries to cancellation, at the option of Interstate.
3. All prices will be quoted and billed exclusive of all taxes. Such taxes, where applicable, will be billed as separate, additional items on Interstate's invoices, unless Purchaser provides Interstate with a properly executed tax exemption certificate.

### **TOOL CHARGES**

4. Tools, Jigs and Fixtures are quoted at cost of labor and material, and remain the property of Interstate.

### **PAYMENT TERMS**

5. Payment terms on invoiced items are net 30 days from date of invoice to Purchasers of approved credit. Purchasers may delete 2% percent from the invoice price if payment is made in cash within 10 days from date of invoice. Payment terms on tool charges are net 10 days from date of invoice. To the extent permitted by law, delinquent balances will incur an interest charge of 1 1/2% per month (18% per annum) on the amount outstanding. If Interstate engages an attorney or collection agent to collect any amount due Interstate from Purchaser, Purchaser shall reimburse Interstate for the reasonable fees and expenses of such attorney or agent in effecting such Collection. Where credit is not established, payment must be received prior to shipment unless C.O.D. shipment is authorized both by Interstate and Purchaser, Interstate reserves the right at any time to alter, suspend, or change credit terms provided herein when in its sole opinion the financial condition of the Purchaser so warrants. In such case, in addition to any other remedies herein or by law provided, cash payment or satisfactory security from Purchaser may be required by Interstate before shipment, or the due date of the payment by Purchaser may be accelerated by Interstate. Acceptance by Interstate of less than full payment shall not be a waiver of any of its rights.
6. Each order placed by Purchaser and accepted by Interstate shall be considered an independent transaction and payment therefore shall be due accordingly. If Purchaser is in default under any contract with Interstate, or if Interstate at any time shall not be satisfied with Purchaser's financial responsibility, Interstate shall have the right, without prejudice to any other legal remedy, of suspending deliveries until such default or condition is remedied.

### **DELIVERY**

7. Delivery is F.O.B. place of shipment. Unless otherwise directed by Purchaser, Interstate will use its discretion in the method of shipment and will bill the cost to Purchaser. Purchaser assumes all risk of loss upon delivery of product to the freight carrier. Interstate is under no obligation to insure shipments unless specifically requested by Purchaser and then only at Purchaser's expense and valuation. Purchaser is responsible for receiving and inspecting goods at Purchaser's specified delivery point, and for making any claims for damage or shortage of goods with the carrier. To protect its own interests, Purchaser shall note all damaged shipments on incoming bill of lading. Interstate will make all reasonable efforts in assisting Purchaser in processing any claim which may become necessary.
8. Interstate will attempt to meet delivery schedule requested by Purchaser. However, all delivery indications are estimates only, and in no event will Interstate assume any liability, consequential or other, as a result of Interstate's failure to deliver product in accordance with indicated delivery schedules, whether such failure results from a shortage of raw materials, government action or regulation, allocation of inventories, fire, flood, acts of God, labor strikes, equipment failure or otherwise.
9. Interstate reserves the right to make deliveries in installments. Delivery of part of an order does not obligate Interstate to make further deliveries and partial deliveries will be billed when made subject to the payment terms contained herein. Interstate reserves the right to allocate inventories and production when such allocation becomes necessary.

### **LIMITED WARRANTY**

10. It is Purchaser's responsibility to determine the suitability for its own use of the products ordered. Since Interstate cannot know all of the uses to which its products may be put or the conditions of use it can make no warranty concerning the fitness or suitability of its products for a particular use or purpose. Interstate warrants only that its products, at the time of shipment, conform with the applicable data sheet or agreed-upon specifications. THE WARRANTIES DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Without limiting the generality of the foregoing, Purchaser agrees that Interstate shall not be liable to Purchaser or any other Person for any costs or damages because of rejection of finished goods or parts fabricated by or incorporating Interstate's materials or parts.
11. Purchaser must notify Interstate within 10 days after delivery if, after inspection, Purchaser determines that the products are not as warranted above and are therefore unacceptable. Failure to give notice of nonconformance within such 10-day period shall constitute an unqualified acceptance of such products and a waiver by Purchaser of all claims with respect thereto, except any claims relating to nonconformities which are not discoverable within such 10-day period, in which case Interstate must be notified within 10 days after discovery of such nonconformity.
12. Goods may not be returned without the advance written consent of Interstate after receipt of notification in accordance with the above paragraph. Any goods returned must be shipped at Purchaser's cost in accordance with written shipping instructions obtained by Purchaser from Interstate's customer service department. Returned material that is damaged due to improper Purchaser handling or repackaging will not be accepted and will be deemed property of the Purchaser. Following receipt of the returned products, Interstate at its option will either replace or issue a credit for the rejected products after it has determined to its satisfaction the extent of the nonconformities. Goods will in no event be accepted by Interstate for credit or replacement unless received by Interstate within 45 days of Purchaser's original receipt of products. ANY SUCH REPLACEMENT OR ISSUANCE OF CREDIT SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY.
13. Interstate assumes no liability except as expressly provided in these terms and conditions and in no event will Interstate be liable for special, indirect, incidental, or consequential damages, whether arising in contract, in tort, under any warranty or otherwise, and whether or not based on any negligent act or omission.

### **ORDER TERMINATION**

14. Orders may be cancelled by the Purchaser only upon notification of Interstate, and only upon the express condition that (a) Purchaser will accept delivery of and pay for all products shipped by the end of the work day on which the cancellation notice is received by Interstate, and (b) Purchaser will pay to Interstate reasonable cancellation charges for termination of such orders which shall include, without limitation, expenses incurred by Interstate in connection with such order and a reasonable profit on such order.
15. Without limitation of its rights or remedies provided elsewhere herein or otherwise in law or equity, Interstate shall have the right to terminate an order at any time after the breach of the terms or the default thereof by the Purchaser. No waiver of any provision or breach thereof in any given instance shall constitute a waiver of any other provision or any other breach of any provision.

### **VERBAL PURCHASE ORDERS**

16. Verbal purchase orders are entered for shipment prior to receipt of formal written authorization when requested by Purchaser and authorized by Interstate as an accommodation to Purchaser. In such instances the sale is to be governed by these terms and conditions.

### **APPLICABLE LAW; SERVICE OF PROCESS**

17. This agreement is to be construed in accordance with the laws of The Commonwealth of Massachusetts. Purchaser and Interstate agree that such state shall have exclusive jurisdiction over any dispute arising under this agreement or relating to the products covered by this agreement and each of Purchaser and Interstate consents to service of process in such state by means of registered mail to any business address of such party, whether or not such address is within such state.

### **ASSIGNMENT**

18. This contract may not be assigned by Purchaser without the consent of Interstate, and any purported assignment without such consent will be void.

### **AMENDMENT OF TERMS; SPECIFICATION CHANGES**

19. No addition to, deletion from, or modification of any of the provisions herein shall be binding upon Interstate unless made in writing and signed by a duly authorized representative of Interstate, the terms and conditions herein being the final, complete and exclusive statement of the terms of agreement between Interstate and Purchaser.