



Thank you for choosing Florida Transcor, Inc. as a supplier. Before completing the Credit Application on the following pages, please note the following:

- Payment on a purchase is due 30 days from the day of receipt of goods.
- An account with Florida Transcor, Inc. is not a loan and does not presume an arrangement or understanding that *“we get paid when you get paid”*. This service is offered as a convenience for purchases. Purchasing goods without payment already secured is not recommended.
- Any exceptions to the terms stated on the following application must be approved by Florida Transcor, Inc. and may require specific signed documents from all parties involved. Contact a representative with any questions regarding special terms.
- Job and Bonding information may be requested on job specific purchases.
- Purchases on a credit account have a minimum charge of \$25.00. Purchases less than this amount will be surcharged the amount necessary to meet the minimum charge per transaction.
- Accounts over established credit amount and/or carrying balances due over 30 days old may be put on credit hold without notice.
- Finance charges will be applied to accounts carrying balances due over 30 days old.
- The Credit Application includes form fields that may be completed on a computer if opened using a program capable of opening PDF documents, such as Adobe Reader.
- After completing the form fields, you will need to print and sign the signature fields. Pages 1 & 2 must both be completed and returned.
- The original signed application must be sent to our Jacksonville office; however a scanned or faxed copy will allow us to begin the approval process.
- Please contact our office if you have any questions.



TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE

Sales of the goods furnished hereunder is expressly conditioned upon Buyer's assent to the terms and conditions as set forth hereof. If the terms and conditions stated in Buyer's order are inconsistent with the terms and conditions contained hereon, seller's acknowledgment of said order shall constitute a counteroffer, and Buyer shall be deemed to have accepted these terms and conditions unless he notifies Seller to the contrary in writing within five (5) days after receiving Seller's acknowledgment.

2. PRICES

Unless otherwise agreed. Seller's price shall be the price in effect at the time of the shipment. All prices exclude sales, use, occupation, license, excise and other taxes in respect of manufacture, sale or delivery, and export and import duties all of which shall be paid by the Buyer unless otherwise agreed between the parties. All prices are subject to change without notice until confirmed by manufacturer's formal acknowledgement. Where the price specified herein does not provide for absorption by Seller of freight charges either in whole or in part. Seller shall have the right to select the means of transportation. If buyer requires a means of shipment other than selected by Seller any extra cost incurred by reason thereof shall be paid by Buyer.

3. DELIVERY

F.O.B. terms for the goods furnished hereunder are stated on the standard price list or quotation for those goods. Seller shall not be liable in damages for any delay in, or inability to complete, the manufacture any delivery of the goods on account of labor difficulties from whatever cause arising, weather, acts of God, shipping delays, ability to obtain equipment or material from the sources of supply or qualified labor sufficient to fill its orders, or any other cause beyond the reasonable control of Seller. Should delivery be delayed by any such causes more than thirty (30) days beyond the delivery period specified in the order, either Seller or Buyer may, by written notice delivered no later than five (5) days after the end of such thirty day period, cancel the order. If neither party should deliver notice of cancellation within such five day period, all terms and condition shall remain in full force and effect.

4. DAMAGES AND RISK OF LOSS

Buyer assumes all responsibility for and risk of loss of, or damages to, the goods furnished hereunder, upon delivery F.O.B. Shipping Point or Destination, whichever applies under Section 3 hereof, even though Seller may have selected the carrier. In no event shall the Seller be liable for anticipated profits or for damages on account of negligence, or for incidental or consequential damages.

5. WARRANTIES

Seller warrants to Buyer that the goods furnished hereunder shall meet Seller's current sales specifications, reserving to the Seller the right, without prior notice to change such sales specifications listed in its bulletins and other descriptive materials as the goods are altered and improved. The obligation of Seller, and Buyer's sole and exclusive remedy hereunder shall be limited at Seller's option to replacement of any goods which are returned to Seller's plant. Transportation charges prepaid, and there determined by Seller not be as warranted, or, in the event Seller is unable to remedy the replacement any defect in the goods, Buyer's sale and exclusive remedy shall then be refund of the purchase price, or so much of the purchase price, as has been paid by Buyer. Buyer shall inspect the goods immediately upon delivery.

Buyer's failure to give notice of any claim within fifteen (15) days from the date of delivery shall constitute a waiver by Buyer of all claims with respect hereto. EXCEPT AS SET FORTH HEREIN, AND EXCEPT AS TO TITLE, IT IS EXPRESSLY AGREED (A) THAT THERE IS NO WARRANTY OF MERCHANTABILITY NOR OTHER WARRANTY, EXPRESS OR IMPLIED, OR STATUTORY, NOR ANY AFFIRMATION OF FACT, OR PROMISES, BY SELLER WITH REFERENCE TO THE GOODS, WHICH EXTENDS BEYOND THE SPECIFICATIONS MUTUALLY AGREED UPON BY THE SELLER AND THE BUYER AND (B) THE BUYER ACKNOWLEDGES THAT HE IS PURCHASING THE GOODS SOLELY ON THE BASIS OF THE COMMITMENTS OF THE SELLER EXPRESSLY SET FORTH HEREIN.

6. PAYMENT

Buyer agrees to pay finance charges at the rate of one and one half percent per month (or the highest rate permitted by law, whichever is lower) from date of shipment or invoice (whichever is earlier) unless invoice is paid in full within the time specified in the terms section.

7. PATENTS

In the event a charge or notice of infringement of a U.S. Patent is directed to Buyer, or a suit instituted against buyer, which charge, notice or suit is based upon any claim that the goods sold by Seller, or normal use thereof, constitutes an infringement of a U.S. Patent, Buyer and Seller agree that Seller shall dispose of the charge in the manner it deems best, provided Buyer notifies Seller in writing within ten (10) days from receipt by Buyer of the first notice of infringement. Buyer agrees to assist Seller, at the expense of the Seller in all reasonable manner in the defense or settlement on any charge, or notices of, or suit for infringement. Seller shall have no patent obligation or other liability to Buyer for infringement or changes of infringement arising from use of the goods furnished hereunder in processes covered by patents, or in patented combinations with other materials or arising from any alterations made in the goods by Buyer. Buyer agrees to indemnify and save harmless Seller in similar fashion where the alleged infringement is the result of the design or other special requirements specified by the Buyer or the result of the application or use to which such goods are put by Buyer, or by others. The foregoing provisions of this section 7 state the entire liability of Seller in respect of potential patent infringement by the goods furnished hereunder and shall be in lieu of all other warranties, express or implied, respecting any potential infringement.

8. SPECIAL ORDERS

In the event Buyer places an order for goods made especially for him/her or for the goods not customarily carried by Seller, a Buyer cancels such order. Buyer agrees to pay Seller as liquidated damages the Seller's published price for such goods as are completed and an equitable price based upon the percentage of completion of such goods as are in process at the time of cancellation.

9. COMPLIANCE WITH LAWS

Seller warrants that all applicable laws, rules and regulations of governmental authority covering the production, sale and delivery of the material or services specified herein have been complied with.

**CREDIT APPLICATION, AGREEMENT, VENUE DESIGNATION, DAMAGE LIMITATION, DISCLAIMER,
WAIVER, LIMITED WARRANTY, PERSONAL GUARANTEE AND WAIVER OF TRIAL BY JURY**

FLORIDA TRANSCOR, INC.

6683 Stuart Avenue, Jacksonville, Florida 32254 · Phone (904)783-3302 · Fax (904)783-0292
ftiservice@fltranscor.com · fltranscor.com

I/we, the undersigned, herein make application to Florida Transcor, Inc. for credit. Date _____

FIRM NAME / CUSTOMER

Street _____

County _____ City _____ State _____ Zip _____

Business Phone _____ Fax _____ Email (Include Acct. Payables address) _____ Preference for Invoice Receiving _____

Established Date _____ Federal ID no. _____

Check or Circle which applies: Corporation Subsidiary Partnership Branch Proprietorship Independent

Parent Company

Address

Principal Stockholder(s) or Owner(s) of Company

Name & Address _____ Phone _____ Title _____ SSN _____

Bank Name & Contact _____ Phone _____ Account Type _____

List at least (4) Trade references who sell goods to your company and the name of the person you deal with. List phone and fax number, including area code.

Name & Address _____ Phone _____ Fax _____ Email _____

Are you tax Exempt? Yes No *if yes, attach a copy of your Tax Exemption Certificate.*

The customer hereby consents to FLORIDA TRANSCOR, INC. (hereinafter referred to as SELLER) contacting the CUSTOMER'S references and CUSTOMER agrees that neither SELLER nor reference will be liable for any claim for damages as a result of credit information being furnished to SELLER. This agreement shall not be void because of blank spaces herein.

Credit Limit Desired: \$ _____

No notice of SELLER'S acceptance this entire Agreement is required. SELLER reserves the right to decline to sell to CUSTOMER.

NOTICE: BY SIGNING BELOW CUSTOMER AND ANY INDIVIDUAL SIGNING SAME AGREES THAT HE OR SHE HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF.

Dated _____ by (Signature) _____ for Customer

Printed Name _____ Title _____

FLORIDA TRASCOR, INC.

TERMS AND CONDITIONS OF CREDIT APPLICATION, AGREEMENT, VENUE DESIGNATION, DAMAGE LIMITATION, DISCLAIMER, WAIVER, LIMITED WARRANTY, PERSONAL GUARANTEE AND WAIVER OF TRIAL BY JURY

Hereinafter, FLORIDA TRASCOR, INC., a Florida corporation, referred to as SELLER, The CUSTOMER shown on Page 1 of 1 of this contract is hereinafter referred to as CUSTOMER. In consideration of the SELLER selling to the CUSTOMER on open account or on other terms, the SELLER and CUSTOMER agrees as follows:

1. PAYMENT AND COLLECTION TERMS. Payments of all sums due hereinafter are due and payable to SELLER in Jacksonville, Duval County, Florida. CUSTOMER agrees that all invoices are due upon receipt with the following terms: Net 30. CUSTOMER agrees to pay all costs of collection and out of pocket expenses, including an attorney's fee of not less than 25% of the CUSTOMER's account balance, or a reasonable attorney's fees for any lawsuit filed, judgment obtained and post judgment proceedings to collect such judgment, whichever is greater, if CUSTOMER's account is placed with an attorney, whether suit be brought or not. CUSTOMER agrees to pay SELLER interest at the highest rate allowable by law on all sums not paid and hereby submits to the jurisdiction of the courts of the State of Florida, whose laws govern this agreement, agrees that it is doing business in the state of Florida and that venue for any action shall be in state or federal court as selected by SELLER in Duval County, Florida.

2. DISCLAIMER. SELLER SHALL NOT BE LIABLE FOR FAILURE OR DELAY IN DELIVERY OF GOODS SOLD OCCASIONED BY LABOR DISPUTES, FORCE MAJEURE, OR OTHER CAUSES BEYOND SELLER'S CONTROL, NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF CONTRACT AS DEFINED BY THE UNIFORM COMMERCIAL CODE, RELATIVE TO SALE. THE GOODS SOLD ARE WARRANTED TO BE FIT FOR THE PURPOSE SOLD, BUT THE SOLE LIABILITY OF THE SELLER IS TO EITHER REFUND THE PURCHASE PRICE OR REPLACE WITH SIMILAR GOODS. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED AND ALL CLAIMS, DISPUTES OR OBJECTIONS ARE WAIVED UNLESS MADE IN WRITING TO THE SELLER WITHIN TEN DAYS OF DELIVERY OR OCCURRENCE OF DEFAULT. THERE IS NO WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF MERCHANTABILITY.

3. MODIFICATION. This agreement is not subject to oral cancellation, modification or change. If oral cancellation, modification or change is claimed, then such must be in writing and signed by the parties to be charged, within ten days from the alleged date of the oral cancellation, modification or change otherwise the same shall conclusively be deemed waived.

4. NOTICE. All notices required herein must be in writing with proof of delivery by Registered, or Certified Mail, Return Receipt Requested, or facsimile, and shall not take effect until received by SELLER. The rights provided for herein to SELLER are cumulative to all other rights.

5. PERSONAL GUARANTY. THE PERSON SIGNING THIS APPLICATION ON BEHALF OF THE CUSTOMER ALSO SIGNS AS GUARANTOR OF THIS AGREEMENT AND CUSTOMER'S ACCOUNT, AGREES TO THE TERMS HEREOF, ASSUMES PERSONAL LIABILITY THEREFOR AND WAIVES PRESENTMENT, DEMAND, PROTEST, NOTICE OF PROTEST, NOTICE OF DISHONOR, TRIAL BY JURY, AND ACKNOWLEDGES THAT SELLER IS RELYING ON SUCH GUARANTEE IN EXTENDING CREDIT TO CUSTOMER.

6. CONDITION OF GOODS RECEIVED. All goods sold and delivered are conclusively deemed to be the goods ordered by the customer for the price specified therein and delivered in good order unless written notice to the contrary is received by the seller from the customer within ten days of the date the goods are shipped.

7. COMPLETE AGREEMENT. There are no side agreements or verbal understandings which would vary the terms of this agreement which can only be changed by writing signed by the SELLER and CUSTOMER.

Dated _____

Signature _____
GUARANTOR

Print Name _____