



SILVER FOX USA  
 5820 FM 455  
 SANGER, TX, USA  
 www.silver-fox.net 940-458-3550

# CREDIT APPLICATION

Form: C.101, v2208

Internal Approval	
Background Check <input type="checkbox"/>	Finance Check <input type="checkbox"/>
Checked By:	

### Name/Address

Legal Business Name \_\_\_\_\_ Are you Sales Tax Exempt? \_\_\_\_\_  
 Other Trade Name \_\_\_\_\_ Tax #: \_\_\_\_\_

### Type of Business:

- Partnership
- Corporation
- Sole Proprietorship

### Line of Business:

- Manufacturer
- Wholesale
- Retail

### Credit Requirements:

Limit Request \$ \_\_\_\_\_  
 PO Required Yes / No

<b>Bank Reference</b>	
Bank Name:	
Acct No#:	
Type of Acct:	
Address:	
City:	State:
Phone:	

<b>Trade References</b>	
Company:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	
Company:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	
Company:	
Address:	
City/State/Zip:	
Phone/Fax:	
Email:	

<b>Billing Information</b>			
Address:			
City:			
State:	Zip:		
Phone:			
Email:			
<b>Account Payable</b>			
Contact:			
Email:			
Phone:			
<b>Shipping Information</b>			
Address:			
City:			
State:	Zip:		
Phone:			
Email:			

## CREDIT TERMS AND CONDITIONS

I hereby apply to Silver Fox USA for a credit account. I warrant the information shown here is true, and that the information given is for the purpose of obtaining goods/service on credit. I hereby authorize the firm to whom this application is made to investigate the references listed.

Payment terms are Net 30 Days from invoice date. Past due accounts are subject to a late charge of 1.5% per month (18% per annum). Silver Fox Completion USA reserves the right to withhold shipments to customers who do not meet these terms.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

These General Terms and Conditions of Sale and supplemental related writings signed by Silver Fox USA, constitute the entire and complete agreement of the parties and apply to all products and services provided by Silver Fox USA to Customer hereunder. Any attempt to change this agreement by purchase order, course of dealings or other means shall not be valid unless in writing and signed by an officer of Silver Fox USA.

## **1. TERMS AND CONDITIONS OF SALE**

- 1.1. All prices are F.O.B. Silver Fox USA, Sanger, TX.**
- 1.2. Payment is due thirty (30) days from date of invoice.**
- 1.3. Restocking Charges: 25% if returned within 30 days – Subject to Approval.**
- 1.4. Prices are subject to change without notice.**

## **2. GUARANTEE**

2.1. Silver Fox USA guarantees all products, distributed by said company, to be free from defects in materials and workmanship. Any product distributed and found by examination of Silver Fox USA not to be of the highest standard will be replaced. Silver Fox USA however assumes no obligation for replacement of charges or lost time incurred by or attributed to a Silver Fox USA distributed product.

## **3. WARRANTIES**

3.1. It is recognized that conditions associated with any well or work may involve hazards to life and property over which Silver Fox USA has no knowledge or control. Customer will at all times have complete care, custody, supervision and control of the work or well and the recommendations of Silver Fox USA are only advisory and without representation as to results. Therefore, Silver Fox USA warrants only that its products will be free from defect in workmanship and materials and will be in good working order on the day delivered (or installed, if installed by Silver Fox USA) and that they will conform to Silver Fox USA's published specifications. Silver Fox USA further warrants that competent personnel will perform services provided to Customer hereunder in workmanlike manner.

3.2. The foregoing warranties are in lieu of all other warranties, expressed or implied, including, but not limited to, the implied warranties or merchantability and fitness for a particular purpose.

## **4. LIMITATION OF LIABILITY**

4.1. Silver Fox USA's liability for damages to Customer for any cause whatsoever shall be limited to an amount equal to Silver Fox USA's total charges for products and services in connection with this agreement.

4.2. In no event will Silver Fox USA be liable for any damages caused by Customer's failure to perform Customer's responsibilities, or for consequential damages, or for any claim against Customer by any other party.

## **5. INDEMNIFICATION**

5.1. Subject to the foregoing Limitation of Liability, Silver Fox USA shall indemnify and save harmless Customer from any suit, damage or loss brought about by any third person, including Silver Fox USA employees, seeking to recover damages for personal injuries or damage to property (except for subsurface damage to geological formations) resulting from and arising out of Silver Fox USA's negligence in the performance of any services by Silver Fox USA hereunder provided, that Silver Fox USA shall not indemnify Customer for any loss or damage sustained as a result of Customer's sole negligence, and provided further, should Silver Fox USA's negligence, and, provided further, should damage to either person or property, then Silver Fox USA will be responsible and will indemnify Customer in a pro rata share as Silver Fox USA's negligence bears to the negligence of all parties.

### **5.2. Silver Fox USA has no liability for any claim based upon:**

5.2.1. The combination, operation or use of any product and/or service supplied hereunder with any product and/or service not supplied by Silver Fox USA, or

5.2.2. Alterations of the product and/or service supplied hereunder.

## **6. PRICES, ADDITIONAL CHARGES, TERMS OF PAYMENT AND CREDIT**

6.1. Prices and terms are subject to change by Silver Fox USA without notice. Silver Fox USA shall not be responsible for storage, handling, demurrage or other similar additional charges. If any freight, transportation, insurance, shipping or additional charges are included in the stated price of the agreement, any applicable increases in such charges becoming effective after the date of the agreement shall be paid by Customer.

6.2. Terms of payment are: Net 30 days

6.3. Interest at the maximum rate allowed by applicable law may be charged, on past due accounts.

6.4. If credit is extended to Customer, Silver Fox USA reserves the right to revoke such credit and to suspend delivery if Customer fails to pay for any product or service when payment is due.

## 7. GENERAL

- 7.1. Silver Fox USA will not be responsible for delay in providing products or services due to causes beyond its control including, but not limited to, labor problems, material shortages, acts of god or government action.
- 7.2. Title to products and risk of loss passed to Customer upon delivery to carrier; unless otherwise quoted, all products are sold F.O.B. shipping point, ordinary rail or truck freight allowed on domestic shipments to destinations within the provinces of Canada and the United States.
- 7.3. Orders for products of special design, size or materials cannot be canceled after receipt.
- 7.4. All sales, excise, use, and similar taxes which Silver Fox USA may be required to pay or collect with respect to the products and services provided by Silver Fox USA hereunder will be paid by Customer, except as otherwise provided by law. All import permits, licenses, duties, and customs fees shall be the sole responsibility of Customer.
- 7.5. The state of Texas shall govern the terms of this agreement.

## 8. CREDIT POLICY

- 8.1. It is Silver Fox USA's intention to extend credit to those customers who satisfy the requirements of our credit policy. As a general rule, this is determined from a review of the credit application submitted by the Customer to our credit department and adhering to reasonableness. The following represents the highlights of that policy:
  - 8.1.1. A specific level of credit (credit line) will be extended based on the credit application submitted. Payment for goods received is thirty (30) days from date of invoice.
    - 8.1.1.1. If an account status becomes past due (over thirty (30) days), the account will be placed on two times COD (2 X COD) with credit privileges revoked and re-application required for future credit when account is paid in full. Accounts which are regularly paid after thirty (30) days from the date of invoice are also subject to this policy.
  - 8.1.2. If the requirements of the application cannot be met, all goods are sold only on a cash on delivery (COD) basis.
  - 8.1.3. Credit terms are regularly evaluated by reviewing the Customer account payment history.
  - 8.1.4. Account balance must remain within the credit limit established.
  - 8.1.5. Silver Fox USA reserves the right to change or modify its credit policy at any time solely at Silver Fox USA's discretion.

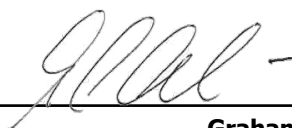
## 9. RETURN POLICY

- 9.1. All products returned to Silver Fox USA must be accompanied by a pre-approved RMA# assigned by Operations Manager. An itemized list of goods returned with part numbers, quantities, descriptions and Silver Fox USA invoice number would be necessary for proper processing. The RMA# must appear on the outside of the shipping carton containing returned product. Any return may be refused because of current inventory condition or status of equipment.
- 9.2. If returns are requested within 30 days of the purchase date, they may be approved by Operations Manager and are subject to a 25% restocking fee based on the condition of equipment. The customer is responsible for freight charges both ways.
- 9.3. Returns of products that are over 30 days old or special order non-inventory items must be approved by the Operations Manager. Approval depends on Silver Fox USA's inventory needs at that time. The Customer will pay freight both ways.
- 9.4. If Silver Fox USA makes an error and ships the wrong item, the RMA still must be completed. Silver Fox USA will pay freight both ways and full credit will be given. This must be done within 30 days of purchase.
- 9.5. The Engineering and Technical Support Staff will determine the outcome of any tool malfunction claims.
- 9.6. All returns are subject to the final inspection of the QA/QC department and their approval.
- 9.7. Any variation of the above policy will require Operation Manager's approval.
- 9.8. Silver Fox USA reserves the right to refuse any return.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Graham Chenault**

**President**