

# PETERSON ELECTRIC PANEL MFG. CO.

Established 1917

5550 McDermott Drive Berkeley, IL 60163  
PHONE (708) 449-2270 FAX (708) 449-2269

TERMS: NET 30 DAYS

## APPLICATION FOR CREDIT

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

SHIPPING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

AUTHORIZED PERSONNEL TO SIGN P.O.'s:

\_\_\_\_\_  
\_\_\_\_\_

ARE PURCHASE ORDERS REQUIRED ON ALL ORDERS?  YES  NO

TAXABLE  TAX EXEMPT NUMBER \_\_\_\_\_

IF TAX EXEMPT PLEASE PROVIDE A VALID CERTIFICATE.

BILL TO ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

ACCOUNTS PAYABLE DEPARTMENT CONTACT:

\_\_\_\_\_  
\_\_\_\_\_

*Manufacturers & Designers of Electrical Switchboards, Control Centers,  
Power & Lighting Distribution Panelboards & Specialties*

OWNER OR OFFICER \_\_\_\_\_

NAME OF PARENT COMPANY (IF SUBSIDIARY) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_

AT PRESENT LOCATION SINCE: \_\_\_\_\_ YEAR ESTABLISHED: \_\_\_\_\_

IS BUSINESS INCORPORATED: \_\_\_\_\_ IF SO, UNDER LAWS OF WHAT STATE: \_\_\_\_\_

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REFERENCES: *(Give only names of those you buy from on open account.)*

NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

WHERE DO YOU BANK? \_\_\_\_\_ ACCT. NO: \_\_\_\_\_

DO YOU PLEDGE OR BORROW ON YOUR ACCOUNTS RECEIVABLE? \_\_\_\_\_

IF SO, FROM WHOM? \_\_\_\_\_

**AMOUNT OF CREDIT DESIRED \$** \_\_\_\_\_

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I, THE UNDERSIGNED CERTIFY THAT ALL INFORMATION IS CORRECT AND HEREBY AGREE THAT 30 DAYS AFTER DATE OF INVOICE I WILL PAY INTEREST IN THE AMOUNT NOT EXCEEDING THE MAXIMUM ALLOWABLE BY LAW IN ADDITION TO THE AMOUNT OF INVOICE, AND THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTION INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS.

DATE \_\_\_\_\_

SIGNATURE OF OFFICER \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

## TERMS AND CONDITIONS

### WARRANTY

1 Company warrants that on the date of shipment to Purchaser the goods will be of the kind and quality described herein, merchantable, and free of defects in workmanship and material.

2 If within one year from date of initial operation, but not more than eighteen months from date of shipment by Company, of any item of the goods, Purchaser discovers that such item was not as warranted above and promptly notifies Company in writing thereof, Company shall remedy such defect by, at Company's option, adjustment, repair or replacement of the item and any affected part of the goods. Purchaser shall assume all responsibility and expense for removal, reinstallation and freight in connection with the foregoing remedy. The same obligations and conditions shall extend to replacement items furnished by Company hereunder. Company shall have the right of disposal of items replaced by it. Purchaser shall grant Company access to the goods at all reasonable times in order for Company to determine any defect in the goods. In the event that adjustment, repair or replacement does not remedy the defect, the Company and Purchaser shall negotiate in good faith an equitable adjustment in the contract price.

3 The Company's responsibility does not extend to any item of the goods which has not been manufactured and sold by Company. Such item shall be covered only by the express warranty, if any, of the manufacturer thereof. The Company and its suppliers shall also have no responsibility if the goods have been improperly stored, handled or installed. If the goods have not been operated or maintained according to their ratings or according to instructions in Company or supplier furnished manuals, or if unauthorized repairs or modifications have been made to the goods.

4 THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES (EXCEPT TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND CONSTITUTES THE ONLY WARRANTY OF COMPANY WITH RESPECT TO THE GOODS.

5 The foregoing states Purchaser's exclusive remedy against Company and its suppliers for any defect in the goods or for failure of the goods to be as warranted, whether Purchaser's remedy is based on contract, warranty, failure of such remedy to achieve its essential purpose, tort (including negligence), indemnity or any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause.

### PATENTS

6 Company shall pay costs and damages finally awarded in any suit against Purchaser or its vendees to the extent based upon a finding that the design or construction of the goods as furnished infringes a United States patent (except infringement occurring as a result of incorporating a design or modification at Purchaser's request), provided that Purchaser promptly notifies Company of any charge of infringement, and Company is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge. THIS PARAGRAPH SETS FORTH COMPANY'S ENTIRE LIABILITY WITH RESPECT TO PATENTS.

### PERFORMANCE: DELAYS

7 Timely performance by Company is contingent upon Purchaser's supplying to Company, when needed, all required technical information and data, including drawing approvals, and all required commercial documentation.

8 If Company suffers delay in performance due to any cause beyond its reasonable control, including but not limited to act of God, act or failure to act of government, act or omission of Purchaser, war, fire, flood, strike or labor trouble, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Company will give to Purchaser notice in writing within a reasonable time after Company becomes aware of any such delay.

#### DELAYED SHIPMENT: STORAGE

9 Any item of the goods on which manufacture or shipment is delayed by Purchaser or by causes which affect Purchaser's ability to receive the goods may be placed in storage by Company for Purchaser's account and risk, and Purchaser shall pay all charges for storage, trucking and other incidental expenses incurred by Company in the event of delayed shipment. Company may invoice Purchaser upon completion of manufacture or upon date the goods would have been ready for shipment.

#### SHIPMENT, TITLE AND RISK OF LOSS

10 The term "shipment" means delivery to the initial carrier in accordance with the delivery terms of this order. Company may make partial shipments. Company shall select method of transportation and route, unless terms are f.o.b. point of shipment and Purchaser specifies the method and route and is to pay the freight costs in addition to the price. When terms are f.o.b. destination or freight allowed to destination, "destination" means common carrier delivery point (within the continental United States, excluding Alaska) nearest the destination.

11 Title to the goods and risk of loss or damage shall pass to Purchaser at the f.o.b. origin, unless otherwise specified. Company shall not be responsible for damage to the goods after having received "In good order" receipts from the carrier. All claims for loss, damage and delay in transit are to be handled by Purchaser directly with the carrier. Claims for shortages or incorrect items must be made in writing to Company within thirty days after receipt of shipment. Failure to give such notice shall constitute an unqualified acceptance and waiver by Purchaser of all claims for such shortages or incorrect items.

#### QUOTATIONS

12 Fuses are not considered a component part of any device and are not included in quotation unless specifically listed.

13 Oral quotations are subject to immediate acceptance and terminate on the day made.

#### PRICES

Price Increase - In the event of a price increase, the price of goods on order but unshipped will be adjusted to the price in effect at the time of shipment.

14 Price Reduction - In the event of a price reduction, all goods unshipped as of the effective date of the reduction (except shipment held by request of the customer) will be invoiced at the reduced price. Goods already shipped are not subject to price reduction. Orders on a bid or contract basis are not subject to this clause.

15 Orders amounting to less than \$50.00 net will be invoiced at \$50.00 plus transportation charges for goods covered by Discount Schedules.

16 The Company's prices include the cost of standard domestic packing only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, necessitates extra charges. To determine such extra charges, consult Company's Sales Office.

#### TAXES

17 Any applicable duties or sales, use, excise, value-added or similar taxes will be added to the price and invoiced separately (unless an acceptable exemption certificate is furnished).

#### TERMS OF PAYMENT

18 Unless otherwise stated, all payments shall be in United States dollars, and a pro rata payment shall become due as each shipment is made. If shipment is delayed by Purchaser, date of notice of readiness for shipment shall be deemed to be date of shipment for payment purposes.

19 On late payments, the contract price shall, without prejudice to Company's right to immediate payment, be increased by 1 1/2% per month on the unpaid balance, but not to exceed the maximum permitted by law.

20 If at any time in Company's judgment Purchaser is unable or unwilling to meet the terms specified, Company may require satisfactory assurance or full or partial payment as a condition to commencing or continuing manufacture or making shipment, and may, if shipment has been made, recover the goods from the carrier, pending receipt of such assurances.

21 Invoice payment terms are as shown on latest discount sheets as issued from time to time.

22 Cash discounts are not applicable to notes or trade acceptances, or to prepaid transportation charges when added to Company's Invoices or on discountable items if there are undisputed past due items on the account.

23 Portions of an invoice in dispute should be deducted and the balance remitted with a detailed explanation of the deduction. Cash discounts will only be allowed on that portion of the invoice paid within the normal discount period.

24 In addition to interest of 1 1/2% per month on late payments, purchaser shall be obligated for all Company's costs and expenses of collection, including attorney and paralegal fees incurred.

25 Waiver of Lien will not be given out till merchandise is paid for.

#### NONCANCELLATION

26 Purchaser may not cancel or terminate for convenience, or direct suspension of manufacture, except with Company's written consent and then only upon terms, that will compensate Company for its engineering, fabrication and purchasing charges and any other costs relating to such cancellation, termination or suspension, plus a reasonable amount for profit.

#### GOODS RETURNED FOR CREDIT

27 Company will not accept goods for return unless an authorization for such return has been issued by Company in writing. Only goods currently manufactured by Company and invoiced within the preceding twelve month period will be considered for return. If Company's permission to return any goods is granted, the amount of credit will be governed by the facts in each case. Credit issued for any item not returned in its original crate or carton will be subject to a deduction to compensate for crate or carton replacement. SPECIAL GOODS FABRICATED TO ORDER ARE NOT RETURNABLE UNDER ANY CONDITIONS.

#### NUCLEAR

28 Purchaser represents and warrants that the goods covered by this contract shall not be used in or in connection with a nuclear facility or application.

#### LIMITATION OF LIABILITY

29 Neither Company nor its suppliers shall be liable, whether in contract, warranty, failure of a remedy to achieve its essential purpose, tort (including negligence), indemnity or any other legal theory, for loss of use, revenue or profit, or for cost of capital or of substitute use or performance, or for indirect, special, liquidated, incidental or consequential damages, or for any other loss or cost of a similar type, or for claims by Purchaser for damages of Purchaser's customers.

#### COMPLIANCE WITH LAWS

30 Company will comply with all laws applicable to Company during manufacture and sale of the goods. Purchaser will comply with all laws applicable to Purchaser during operation or use of the goods.

#### GOVERNING LAW AND ASSIGNMENT

31 The laws of the State of Illinois shall govern the validity, interpretation and enforcement of this contract. Assignment may be made only with written consent of both parties.

INITIALS OF OFFICER \_\_\_\_\_