

PVI INDUSTRIES L.L.C.
3209 Galvez Ave Fort Worth, Texas 76111
Ph. 800-433-5654 Fax 800-406-7716

CREDIT APPLICATION

Date _____

PVI INDUSTRIES L.L.C. REQUIRES PURCHASE ORDERS

Legal Name _____ Telephone _____

dba _____ Fax _____

Physical Address _____

City _____ State _____ Zip _____

Billing Address _____ e-MAIL _____

Corporation _____ Partnership _____ Proprietorship _____ Year Business Established _____

President or Owner _____ SSN _____

SIGNATURE

SSN

SIGNATURE

BY SIGNING THE ABOVE ALONG WITH YOUR SOCIAL SECURITY NUMBER, IT IS AGREED THAT A CONSUMER REPORT CAN BE ORDERED IF NECESSARY TO OPENING AN ACCOUNT WITH PVI INDUSTRIES.

PVI Industries requests a current financial statement which we assure you will be kept in strict Confidence and be used solely for credit review.

By completing the Bank Reference this authorize PVI to contact the Bank _____

BANK REFERENCE

Principal Bank _____ Telephone _____

Address _____ Fax _____

City _____ State _____ Zip _____

Bank Officer Contact _____ Account Number _____

TRADE REFERENCES

Trade Reference _____ Telephone _____ Fax _____

Address _____ City _____ St. _____ Zip _____

Trade Reference _____ Telephone _____ Fax _____

Address _____ City _____ St. _____ Zip _____

Trade Reference _____ Telephone _____ Fax _____

Address _____ City _____ St. _____ Zip _____

Trade Reference _____ Telephone _____ Fax _____

Address _____ City _____ St. _____ Zip _____

APPROVAL OF THIS ACCOUNT AND THE SALE OF PVI PRODUCTS TO THE ACCOUNT HOLDER IS SUBJECT TO THE ACCOUNT HOLDER'S ACCEPTANCE AND SIGNATURE ON PAGE TWO OF THE TERMS AND CONDITIONS OF SALE
THIS APPLICATION IS NOT COMPLETE UNTIL EXHIBIT A IS SIGNED AND RETURNED.

EXHIBIT A – Financial Terms & Conditions

These Terms and Conditions apply to all purchases of products ("Products") and services ("Services") from PVI Industries, LLC ("PVI").

- 1. Entire Agreement.** The Sales Order and these Terms and Conditions represent the entire agreement between the parties and supersede all verbal or other written agreements or understandings between the parties concerning the Products and Services. These Terms and Conditions may NOT be altered, supplemented, or amended by the use of any Customer purchase order or other document(s), whether dated after the date of this Sales Order or not. Any attempt to alter, supplement or amend these Terms and Conditions or to enter an order for product(s) or services and support that are subject to additional or altered terms and conditions will be null and void, unless agreed to in writing, signed by both Customer and PVI.
- 2. Payment Terms; Orders; Quotes; Interest.** Invoices are due and payable within the time period noted on the invoice. Sales Orders are not binding upon PVI until accepted by PVI. Any quotations given by PVI will be valid for the period stated on the quotation. Customer agrees to pay a finance charge on all past-due sums at the interest rate of 1/15% per day will be applied daily or the highest rate allowed by law, whichever is lower. Should Customer fail to pay the invoiced amount in accordance with its terms, Customer agrees to reimburse PVI for its costs of collection, including, without limitation, its attorney's fees. Customer's orders are accepted by PVI subject to credit investigation and approval. In the event of Customer's bankruptcy or insolvency, or in the event any proceeding is brought against Customer, voluntary or involuntary, under any bankruptcy or insolvency laws, PVI shall be entitled to cancel any order then outstanding at any time, and shall receive reimbursement for its proper cancellation charges. PVI rights under this section are in addition to all other rights as available to PVI at law or in equity.
- 3. Shipping Charges; Taxes.** Unless otherwise agreed to in writing by Customer and PVI, Customer will be billed for all applicable shipping charges. Unless Customer provides PVI with a valid and correct tax exemption certificate applicable to the product ship-to location prior to PVI's acceptance of the order, the Customer is responsible for sales, use and all other taxes associated with the order, however designated, except for PVI's own franchise taxes and other taxes on its net income.
- 4. Title; Risk of Loss.** Title to Products passes from PVI to Customer on shipment from PVI (FOB Fort Worth, TX). Loss or damage that occurs during shipment is Customer's responsibility.
- 5. Return Policies.** Products may only be returned with the advance written permission of PVI. Restocking fees will apply. PVI will assign an authorized RIR number for approved returns, which must appear on both the item returned and the related paperwork.
- 6. Order Cancellation.** Upon the cancellation of the order or the return of the merchandise, Customer will be obligated to pay a cancellation charge of 50% of the sales price in addition to any freight or other expenses incurred by PVI.
- 7. Delayed Shipments.** For orders totaling less than \$20,000.00, unless Customer notifies PVI in writing fourteen (14) days in advance of the scheduled shipping date of a request to delay shipment, Customer will be obligated to pay \$50.00 per day storage charges. For orders in excess of \$20,000.00 the required notice of delayed shipment request is twenty-eight (28) days in advance of the scheduled shipping date.
- 8. Mutual Indemnity.** Each party will indemnify and hold the other party and its employees and agents, harmless against any and all third party claims, liabilities, losses, damages and causes of action relating to bodily injury, including death, or damage to real or tangible personal property arising out of the intentional or negligent acts or omissions of the indemnifying party. The indemnifying party, however, will not be responsible for injury or damage attributed to the intentional or negligent acts or omissions of the indemnified party, its employees or agents.
- 9. Limitation of Liability.** PVI SHALL HAVE NO LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. PVI SHALL HAVE NO LIABILITY FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES. PVI SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF PRODUCTS OR SERVICES UNDER THIS AGREEMENT.
- 10. Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any reasonable delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected
- 11. Governing Law – EXCLUSIVE VENUE.** This Agreement and any delivery of Products and Services hereunder shall be governed by the laws of the State of Delaware, without regard to its conflicts of laws rules. EXCLUSIVE VENUE FOR THE ADJUDICATION OF ANY CLAIMS OR DISPUTES RELATING TO THIS AGREEMENT AND THE PRODUCTS AND SERVICES SHALL BE THE FEDERAL AND STATE COURTS IN AND FOR TARRANT COUNTY, TEXAS.

Agreed to above Terms and Conditions

Print Name

Date

CREDIT GUARANTY

IN CONSIDERATION OF THE EXTENSION OF CREDIT BY PVI THE UNDERSIGNED UNCONDITIONALLY GUARANTEES AND PROMISES TO PAY ON DEMAND TO PVI ALL INDEBTEDNESS OF THE CUSTOMER LISTED ON PAGE ONE OF THIS CREDIT APPLICATION. THIS IS A CONTINUING GUARANTEE RELATING TO ANY INDEBTEDNESS BETWEEN THE CUSTOMER AND PVI, INCLUDING THAT ARISING UNDER SUCCESSIVE TRANSACTIONS WHICH SHALL EITHER CONTINUE THE INDEBTEDNESS OR FROM TIME TO TIME RENEW IT AFTER IT HAS BEEN SATISFIED. THIS GUARANTY SHALL NOT APPLY TO ANY INDEBTNESS CREATED AFTER ACTUAL RECEIPT BY PVI OF WRITTEN NOTICE OF THE UNDERSIGNED'S REVOCATION AS TO FUTURE TRANSACTIONS.

IN ADDITION TO THE OTHER LIABILITY HEREIN ASSUMED, GUARANTOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, WHICH PVI MAY INCUR THE COLLECTION OF ANY INDEBTEDNESS FROM CUSTOMER OR IN THE COLLECTION OF ANY LIABILITY OF THE UNDERSIGNED.

President and /or Owner

Print Name

Date