



Credit Application

Customer Profile

Company: _____ Legal Name: _____

Fed ID #: _____ D&B# _____

Billing Address: _____

Ship To Address: _____

Mailing Address: _____

Contact: _____ A/P Contact: _____

Contact Phone: _____ A/P Contact Phone: _____

Contact Cell: _____ A/P Contact Fax: _____

Contact Fax: _____ Other: _____

Contact E-mail: _____ Other Phone: _____

Tax Exempt #: _____

(Attach resale certificate)

****Please Provide 3 Credit References****

Company Name: _____ Company Name: _____

Location: _____ Location: _____

Contact Name: _____ Contact Name: _____

Contact Ph#: _____ Contact Ph#: _____

Company Name: _____

Location: _____

Contact Name: _____

Contact Ph#: _____



The information contained in this form is legally privileged and confidential information intended only for use by PVC Distribution Corp. (dba Maxx Industrial). I certify that this information provided is accurate to the best of my ability and do hereby agree that PVC Distribution Corporation (dba Maxx Industrial) can contact the above references in order to help determine eligibility for open credit terms.

Signature

Title

TERMS & CONDITIONS

1. ACCEPTANCE OF TERMS AND CONDITIONS.

Customer's submission of an order for any of the products or systems provided by PVC Distribution Corporation (dba Maxx Industrial) shall constitute acceptance by Customer of the Terms & Conditions contained herein, which shall control the transactions between PVC Distribution Corporation (dba Maxx Industrial) and Customer. These Terms & Conditions shall not be superseded by any provisions that may be contained in any purchase order or other documentation that may at any time be submitted to PVC Distribution Corporation (dba Maxx Industrial) by Customer unless specifically agreed to in writing by PVC Distribution Corporation (dba Maxx Industrial). IT IS FURTHER UNDERSTOOD AND AGREED THAT THE PRICE STATED FOR THE PRODUCTS OR SYSTEMS HEREIN DESCRIBED IS A CONSIDERATION FOR LIMITING THE LIABILITY OF PVC DISTRIBUTION CORPORATION (DBA MAXX INDUSTRIAL) AS SET FORTH HEREIN.

2. AVAILABILITY.

Some of the products and systems shown in the PVC Distribution Corporation (dba Maxx Industrial) binders, on the website or other electronic materials are not available from all PVC Distribution Corporation (dba Maxx Industrial) locations. In such case, if possible the local PVC Distribution Corporation (dba Maxx Industrial) office will refer Customer to a responsible source.

3. QUOTATIONS.

Written quotations are firm for 30 days from quotation date unless stated on the quotation to the contrary or unless revoked by oral or written notice from PVC Distribution Corporation (dba Maxx Industrial) prior to acceptance by PVC Distribution Corporation (dba Maxx Industrial) of a written order from customer. Also, unless stated by the manufacturer or by PVC Distribution Corporation (dba Maxx Industrial) to the contrary, quoted prices will apply on products or systems scheduled for shipment within 30 days of the quote, while prices in effect at the time of shipment will apply on unscheduled shipments and products or systems scheduled for shipment beyond 30 days. If the cost to PVC Distribution Corporation (dba Maxx Industrial) of performance hereunder should be increased by reason, directly or indirectly, of any governmental action, including without limitation the imposition or variation of any customs duty, PVC Distribution Corporation (dba Maxx Industrial) shall have the right to increase the quotation price by the amount of such increased cost.

4. ORDERS; PAYMENT; DELIVERY.

On approved credit sales, terms are net 30 days unless otherwise stated in writing. When credit has not been approved, payment terms, subject to prior approval by PVC Distribution Corporation (dba Maxx Industrial), may be cash in advance, C.O.D., or domestic letter of credit. PVC Distribution Corporation (dba Maxx Industrial), without liability to Customer or any party, may at any time alter or suspend credit or discontinue deliveries or stop goods in transit when, in its opinion, the financial condition of Customer or potential Customer warrants such action. PVC Distribution Corporation (dba Maxx Industrial) reserves the right to add a monthly service charge up to the maximum rate permitted by law for delinquent



accounts. PVC Distribution Corporation (dba Maxx Industrial) reserves the right to add a minimal Processing Fee to each Customer order. All sales are F.O.B. Shipping Point, unless otherwise agreed to by PVC Distribution Corporation (dba Maxx Industrial) in writing. All risk of loss or damage shall pass to Customer immediately upon movement of the products or systems into the possession of the carrier. Any claims for loss or damage during shipment are to be filed with the carrier. PVC Distribution Corporation (dba Maxx Industrial) will not accept responsibility for any such claims. PVC Distribution Corporation (dba Maxx Industrial) shall make every reasonable effort to meet commitments concerning shipping dates; however, revisions may be necessary due to unforeseen events. PVC Distribution Corporation (dba Maxx Industrial) WILL NOT BE RESPONSIBLE FOR ANY LOSS, INCLUDING BUT NOT LIMITED TO INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OCCURRING TO CUSTOMER OR TO ANY OTHER PARTY AS A RESULT OF ANY DELAY IN SHIPMENT. Orders are not cancellable by Customer unless and until all cancellation provisions, if any, are agreed to by PVC Distribution Corporation (dba Maxx Industrial) in writing and all cancellation charges, if any, have been paid by Customer. Orders that are scheduled to ship to Customer within the next 60 days may not be rescheduled by Customer unless expressly agreed to by PVC Distribution Corporation (dba Maxx Industrial) in writing. Customer shall not debit, back charge or setoff PVC Distribution Corporation (dba Maxx Industrial) for returns, warranty claims or for any other reason, without prior written consent from PVC Distribution Corporation (dba Maxx Industrial).

5. LIMITED WARRANTIES.

The only warranties made on products and systems-sold by PVC Distribution Corporation (dba Maxx Industrial) are the warranties provided by the respective manufacturers for such products and systems. Reference should be made by Customer to the terms of such manufacturers' warranties for the conditions thereof. In the event PVC Distribution Corporation (dba Maxx Industrial) has modified, altered or fabricated any of the products or systems sold by it, PVC Distribution Corporation (dba Maxx Industrial) warrants only that such modification, alteration or fabrication shall be free of defects in material or workmanship for one year from shipment to Customer. As to such warranties by PVC Distribution Corporation (dba Maxx Industrial), its liability is limited exclusively to making replacement or repairs or to refunding the price for such modifications or alterations made by PVC Distribution Corporation (dba Maxx Industrial). Any Customer modifications, alterations or repairs (actual or attempted) to the products or systems by PVC Distribution Corporation (dba Maxx Industrial) shall void all warranties of PVC Distribution Corporation (dba Maxx Industrial) unless Customer has obtained prior written authorization from PVC Distribution Corporation (dba Maxx Industrial) consenting to such modifications or alterations. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, PVC DISTRIBUTION CORPORATION (DBA MAXX INDUSTRIAL) MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE PRODUCTS AND SYSTEMS, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. IN ADDITION, PVC DISTRIBUTION CORPORATION (DBA MAXX INDUSTRIAL) WILL NOT BE RESPONSIBLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM AN ALLEGED BREACH OF SUCH WARRANTIES, IF ANY, OR FROM ANY OTHER ALLEGED BREACH OF ANY PROVISION OF PVC DISTRIBUTION CORPORATION (DBA MAXX INDUSTRIAL)'S CONTRACT WITH CUSTOMER. PVC Distribution

Corporation (dba Maxx Industrial) staff are not authorized to warrant the suitability of products or systems for any particular application beyond the state of use described or warranty provided by the manufacturer for any such products or systems. In no event whatsoever shall PVC Distribution Corporation (dba Maxx Industrial) be liable to Customer for any amount beyond the initial purchase price paid by Customer for the product or service.

6. TAXES; GOVERNMENT REGULATIONS.

Unless otherwise expressly stated in the quotation, PVC Distribution Corporation's (dba Maxx Industrial) quoted prices do not include sales, use, excise or any other federal, state or local taxes. Customer shall be liable for any such levies. Failure by PVC Distribution Corporation (dba Maxx Industrial) to collect any such taxes from Customer with the initial invoiced amount shall not constitute a waiver of or bar to PVC Distribution Corporation's (dba Maxx Industrial) right to bill and collect from such Customer subsequently for such taxes. Customer shall comply with all governmental laws and regulations, and shall secure all necessary approvals, if any, applicable to the delivery, use and sale of the products and systems and any other conduct contemplated by Customer's purchase of the products and systems.

7. RETURNED PRODUCTS AND SYSTEMS.

Goods may not be returned by Customer without PVC Distribution Corporation's (dba Maxx Industrial) prior written authorization. Any request to return must be made within 10 days from receipt of the goods. Returned goods must be in first class salable condition, in their original container, shipment prepaid and subject to inspection upon receipt by PVC Distribution Corporation (dba Maxx Industrial). When goods are returned because of an acknowledged error by PVC Distribution Corporation (dba Maxx Industrial), PVC Distribution Corporation (dba Maxx Industrial) will rectify its error promptly without expense to Customer. If the authorized return is not because of a fault of PVC Distribution Corporation (dba Maxx Industrial) or its suppliers, PVC Distribution Corporation (dba Maxx Industrial) will undertake all reasonable action to minimize the expense of such returns; however, PVC Distribution Corporation (dba Maxx Industrial) reserves the right to make a handling and re- stocking charge. Products and systems that have been manufactured or fabricated to Customer's specifications are not returnable.

8. SHORTAGES AND DEFECTIVE PRODUCTS AND SYSTEMS.

All claims for shortages, defects or incorrect products or systems shipped to Customer must be filed by Customer with PVC Distribution Corporation (dba Maxx Industrial) within 10 days of the receipt of the product or system. Claims for loss or damage in transit must be filed with the carrier as per Section 4 above.

9. CATALOG INFORMATION.

The catalogs contained in PVC Distribution Corporation's (dba Maxx Industrial) binders are provided by manufacturers of the equipment described therein. PVC Distribution Corporation (dba Maxx Industrial) cannot assume responsibility for errors or omissions in any of the descriptions of the products and systems contained therein. PVC Distribution Corporation (dba Maxx Industrial) reserves the right to make additions, deletions or modifications to its binders, and changes in its suppliers, without

notification to Customer.

10. USE OF PRODUCTS AND SYSTEMS.

The installation and the operation of the products and systems purchased from PVC Distribution Corporation (dba Maxx Industrial) in a safe manner and in conformance with all applicable codes and regulations, including the Occupational Safety & Health Act (O.S.H.A.) is Customer's responsibility.

11. OWNERSHIP OF DESIGNS.

If any engineering and/or design work is performed by PVC Distribution Corporation (dba Maxx Industrial) for Customer relative to products ordered under this agreement, Customer agrees that all right, title, copyright and ownership of such engineering and/or design work is solely the property of PVC Distribution Corporation (dba Maxx Industrial).

12. SMALL ORDERS.

Contact your PVC Distribution Corporation (dba Maxx Industrial) office for minimum billings. Small orders are costly to handle and process. This is true for both the buyer and seller. Contact PVC Distribution Corporation's (dba Maxx Industrial) nearest office for suggestions on eliminating or minimizing the costs of small orders placed with PVC Distribution Corporation (dba Maxx Industrial).

13. CHANGES IN TERMS AND CONDITIONS.

These Terms and Conditions are subject to change by PVC Distribution Corporation (dba Maxx Industrial) without prior notice. As per Section 1 above, these Terms and Conditions may not be altered in any way by Customer and PVC Distribution Corporation (dba Maxx Industrial) hereby rejects any effort by Customer to effect any such alteration.

14. CUSTOMERS.

Customer represents and warrants that it shall use any goods subject hereto solely for its own use or for resale to other businesses for similar use.

15. FORCE MAJEURE.

If PVC Distribution Corporation's (dba Maxx Industrial) ability to perform its obligations to Customer is limited, delayed or prevented in whole or in part by any event or condition not reasonably within the control of PVC Distribution Corporation (dba Maxx Industrial) or its suppliers, including without limitation acts of God, war, civil strife, labor unrest, transportation delays, or by any law, rule, regulation, order or any other action of any public authority, PVC Distribution Corporation (dba Maxx Industrial) shall be excused, discharged and released of performance to the extent such performance is so limited, delayed or prevented, without liability of any kind.

16. WAIVER.

Waiver by PVC Distribution Corporation (dba Maxx Industrial) of any default of Customer or of any provision hereof shall not be deemed a waiver of any other default of Purchaser.

17. CONTROLLING LAW.

The validity, construction and performance of these Terms & Conditions shall be governed by and construed in accordance with the laws of the State of South Carolina, excluding that body of law applicable to choice of law. Each of the parties irrevocable consents to the exclusive jurisdiction and venue of the federal and state courts located in York County, South Carolina in any action relating hereto or to the subject matter hereof. In the event any provision of these Terms & Conditions or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of these Terms & Conditions shall remain in full force and effect.