

TOMLINSON INDUSTRIES
APPLICATION FOR NEW ACCOUNT

DATE _____ ACCOUNT No. _____

CORPORATE NAME _____

DBA OR TRADESTYLE _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX _____

FEDERAL ID No. _____ DUNS No. _____

ACCOUNTS PAYABLE CONTACT _____

ACCOUNTS PAYABLE EMAIL _____

TERMS AGREEMENT

THE UNDERSIGNED ("PURCHASER") AGREES THAT ALL PURCHASES MADE BY PURCHASER FROM TOMLINSON INDUSTRIES OR ANY OF ITS SUBSIDIARIES AND AFFILIATED ENTITIES ("SELLER") ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

1. ALL AMOUNTS DUE FOR GOODS PURCHASED FROM SELLER ARE PAYABLE TO ANY LOCATION STIPULATED ON SELLER'S INVOICE. PURCHASER ACKNOWLEDGES THAT SUCH AMOUNTS ARE PAYABLE IN ACCORDANCE WITH THE PAYMENT TERMS GRANTED BY SELLER'S CREDIT DEPARTMENT. TERMS OF SALE GRANTED BY SELLER SUPERCEDE ANY CUSTOMARY OR HABITUAL PAYMENT TERMS ENJOINED BY PURCHASER. IF ANY AMOUNT DUE SELLER IS NOT PAID IN ACCORDANCE WITH SUCH PAYMENT TERMS, A DELINQUENCY CHARGE MAY BE ADDED TO THE SUM DUE NO GREATER THAN THE MAXIMUM LAWFUL RATE PERMITTED TO BE CHARGED UNDER THE APPLICABLE STATE'S LAW.
2. PURCHASER SHALL PAY SELLER ALL APPLICABLE CHARGES INCURRED BY SELLER FOR ALL CHECKS RETURNED BY PURCHASER'S BANK AND ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS INCURRED BY SELLER IN THE EVENT THE ACCOUNT IS TURNED OVER TO AN ATTORNEY OR OTHER AGENCY FOR COLLECTION, OR SUIT IS BROUGHT ON SAME, OR THE SAME IS COLLECTED THROUGH ANY JUDICIAL PROCEEDING WHATSOEVER.
3. PURCHASER SHALL NOTIFY SELLER OF ANY CHANGE OR OWNERSHIP OF PURCHASER. PURCHASER WARRANTS TO SELLER THAT ANY INFORMATION FURNISHED FOR THE PURPOSE OF OBTAINING CREDIT IS TRUE, CORRECT AND COMPLETE IN ALL MATERIAL RESPECTS.
4. THIS GUARANTY SHALL CONTINUE IN FORCE AND EFFECT UNTIL SUCH TIME AS THE UNDERSIGNED GIVES WRITTEN NOTICE OF REVOCATION BY REGISTERED MAIL. SUCH NOTICE SHALL BE INEFFECTIVE AS TO ANY EXISTING INDEBTEDNESS OR AS TO ANY TRANSACTION OR COMMITMENT PREVIOUSLY UNDERTAKEN BY YOU IN RELIANCE OR SUCH GUARANTY.

BY: X _____ DATE: _____

CORPORATE OFFICER

PRINTED NAME & TITLE: _____