



VON MORRIS CORPORATION

APPLICATION FOR CREDIT

Date: _____

Company _____ Trading As _____

Billing Address _____ Shipping Address _____

Phone _____ Fax _____

Parent Company _____

Corporation Partnership Single Ownership

Incorporated on _____ under the law of the state of _____

Date

Names of Principles _____ Title _____

BANK REFERENCES:

Bank _____

Address _____ Phone # _____

Bank Officer _____

Account # _____

TRADE REFERENCES:

Company: _____ Fax # _____

Contact: _____

Company: _____ Fax # _____

Contact: _____

Company: _____ Fax # _____

Contact: _____

Company: _____ Fax # _____

Contact: _____

Company: _____ Fax # _____

Contact: _____

The information as submitted is true and correct according to our best knowledge and belief. Standard Terms and Conditions of Sale appear on the reverse side of this application. It is agreed that sales of products by Von Morris Corporation will be based on these terms and conditions. Terms of payment are net 30 days. It is understood and agreed that past due balances are subject to service charges at the rate of 1-1/2 % per month or maximum permitted by law. We hereby authorize you to contact the above references for needed credit information.

Company Name

Date

Authorizing Officer (Please Print)

Authorizing Officer Signature

Title

TERMS AND CONDITIONS

1. All sales are expressly conditional on Buyer's agreement to the standard terms and conditions on the front and back of this form and on approval of Buyer's credit worthiness. No additional or different terms apply unless expressly agreed to in writing by Von Morris Corporation (Seller). Seller hereby gives notice of its objection to any different or additional terms. Acceptance of or payment for any of the goods constitute Buyer's agreement to Seller's terms and conditions.
2. Shipping dates given in advance of actual shipment are estimated and deliveries will be made subject to prior orders on file with Seller. Seller shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond the Seller's reasonable control.
3. a. If the goods sold hereunder are the products of manufacturers other than Von Morris Corporation, Seller makes no warranty, express or implied, concerning such products. As respects Seller, such goods are sold with all faults, but Seller shall use its best reasonable efforts to obtain from the manufacturer, in accordance with such manufacturer's customary practices, the repair or replacement of any products as may prove defective in workmanship or material. Seller hereby disclaims any and all warranties against patent infringement. Seller shall, however, if given prompt notice by the Purchaser of any claim of rights as the manufacturer may customarily give with respect to such products.
b. If the goods sold hereunder are the products of Von Morris Corporation, they shall be warranted in accordance with the warranty, title warranty and patent infringement paragraphs appearing in the applicable Von Morris Corporation selling policy in effect as of the date of the order, which policies are hereby incorporated by reference into this agreement.
c. The warranty expressed in this paragraph is exclusive and in lieu of all other warranties, express or implied, including any warranties of merchantability and fitness for purpose.
4. If in Seller's judgment, the financial condition of the Buyer at any time does not justify the terms of payment specified, Seller reserves the right to require full payment in cash before order entry, manufacture, shipment or delivery.
5. An order may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
6. Seller shall not be liable for special, indirect, incidental or consequential damages. The remedies of Buyer set forth herein are exclusive, and the liability of Seller with respect to any contract or sale or anything done in connection therewith, whether in contract or in tort (including negligence or strict liability), under any warranty or otherwise, shall not exceed the price of the product or part on which such liability is based.
7. The prices shown do not include any sales, use or other taxes or charges payable to state or local authorities. Any such taxes or charges now or hereafter imposed with respect to sales or shipments hereunder will be added to such prices and the Buyer agrees to reimburse Seller for any such taxes or charges.
8. Net payment due within 30 days from date of invoice.
9. No sales representative of Seller has authority to alter, vary, or waive any of the foregoing standard conditions.
10. Buyer agrees in consideration of Seller's execution of this contract that any claim of any kind by Buyer based on or arising out of this contract or otherwise shall be barred unless asserted by Buyer by the commencement of an action within 12 months after the delivery of the products or other event, action or inaction to which such claim relates. This provision shall survive any termination of this contract, however arising.
11. In the event Buyer defaults in payment, Buyer shall be liable for all collection costs incurred by Seller including but not limited to attorney and collection agency fees.
12. In the event Buyer does not pay when due, past due amounts are subject to service charges of 1 1/2% per month or maximum permitted by law.
13. Buyer agrees that any suit to collect sums owed for the sale of products to Buyer, or otherwise, may be brought in the courts of Montgomery County or Philadelphia County, Pennsylvania, or in any federal court located therein, and Seller and Buyer consent to the exclusive jurisdiction of such court. Service of process in any such suit may be made by Buyer or Seller by any form of mail requiring a return receipt at the address set forth on the front page hereof.
14. Nothing contained herein shall be construed to limit or waive any rights of Seller under applicable Federal, state or local laws.