

PELICAN ROPE

The Most Trusted Name in Rope®

4001 W Carriage Drive
Santa Ana, CA 92704

Phone: 800-464-7673
Fax: 714-361-1258

CREDIT APPLICATION

Date: _____

Name of Firm: _____ Phone: () _____

Street Address: _____ Fax: () _____

City: _____ State: _____ Zip: _____

Sole Proprietorship Partnership Corporation LLC

Credit Line Amount
Requested: \$ _____

Owner President: _____ E-Mail: _____

Accounting Manager: _____ E-mail: _____

Purchasing Agent: _____ E-mail: _____

Name of Bank: _____ Branch: _____

Street Address: _____ Account#: _____

City: _____ State: _____ Zip: _____

Name of Contact: _____ Phone: () _____

Number of Years Under Present Ownership: _____ Resale Number: _____

Type of Business:

Type of Industry:

Mfr./OEM

Aerospace/Defense

Wholesale Distributor

Marine

Retail Store

Arborist

Rigger

Industrial: _____

Other

Gen. Hardware: _____

Explain: _____

Construction: _____

Electric/Utility: _____

**PLEASE ENCLOSE YOUR CATALOG OR
BROCHURE WITH THIS APPLICATION**

Sports / Recreation: _____

Other: _____

GENERAL CONDITIONS

These General Conditions shall govern the terms of sale between Seller and Customer unless contrary terms are evidenced by a writing signed by an Officer of Seller.

1. Limited Warranty

a. Ninety-day Limited Warranty

Seller warrants that the goods shall be free from defects in materials and workmanship for a period of ninety (90) days from the date of delivery to Customer. Any claim of defects not made within said ninety (90) day period shall be deemed waived and released. Seller's sole responsibility with respect to claims made within said ninety (90) day period shall be, at its option, to repair or replace any items which it deems to be defective. The foregoing warranty will not apply if repair or replacement of the goods is required as a result of causes other than normal use, including, without limitation, repair, maintenance, alteration, or modification of the goods by persons other than Seller or other Seller authorized personnel or attempts by any person to do the same: addition of goods not supplied by Seller; accidents; failure of equipment not maintained by seller; fault or negligence of Customer, operator error or improper use or misuse of the goods; causes external to the goods such as, but not limited to, transportation, theft, fire or water damage; and use of supply items which do not meet manufacturer's specifications. Seller shall not be responsible for failure to provide service or parts due to circumstances beyond its control. OTHER THAN ASSET FORTH ABOVE ON THIS PARAGRAPH, SELLER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE GOODS (INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO MERCHANT ABILITY AND FITNESS FOR PARTICULAR PURPOSE), WHETHER EXPRESS OR IMPLIED. THE ABOVE EXPRESS WARRANTY IS IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT.

b. Twenty-day Claim Policy

All claims regarding an Invoice and/or the goods related to an Invoice must be made within Twenty (20) days from the date of shipment. The corresponding Invoice must accompany all claims. All claims must be made to Seller's Customer Service Department. No goods may be returned without a RGA # ("Return Goods Authorization Number") issued by the Customer Service Department. Goods returned without a Returned Goods Authorization Number will be refused by Seller's Receiving Department. Goods must be returned freight prepaid. Seller reserves the right to charge a restocking charge at its discretion.

c. Risk of Loss With Customer

By shipping the equipment FOB/Santa Ana, Customer acknowledges that the risk of loss of goods in transit is with Customer. Damage to the goods in transit should be reported to the freight carrier immediately upon receipt of equipment.

2. Security Interest

Customer hereby grants to Seller and Seller hereby retains a security interest in the goods to secure Customer's full performance of all obligations arising under this agreement. As such, Seller shall be deemed a "secured party" As defined in Division 9 of the California Commercial Code, and shall have all rights and remedies on default allowed the holder of a security interest under Division 9. Without limiting the scope of these remedies, Seller, as secured party, shall have the right at any time after Customer's default and without notice to Customer (except when required by law) to repossess and, without breach of the peace, remove the goods from the private premises of the Customer. This agreement shall be deemed a security agreement as that term is referred to in Division 9 of the California Commercial Code. Customer agrees that in the event of any default in the making of any installment payment or in the performance of any other provisions herein contained, or if any attachment or executions made or levied on the goods or if petitioned in bankruptcy or insolvency or for the appointment of a receiver or trustee, shall be filed by or against the Customer, or for any Customer's property, or if the Customer makes any assignment for the benefit of creditors, or if a petition or other proceeding shall be filed by or against the Customer for reorganization, compromise, adjustment or other relief under the laws of the United States or of any state relating to the relief of debtors, or if Seller deems itself insecure for any reason, all remaining installments, if any, may be declared by Seller immediately due and payable, and

in the event of nonpayment, Customer agrees on demand to deliver said merchandise to Seller.

3. Waiver

In the event of any default by Customer, Seller may pursue any legal remedy available to collect all sums due and owing hereunder. All rights and remedies of Seller are cumulative and not in the alternative, and no waiver of any default shall operate as a waiver of any other default.

4. Inspection

Upon receipt, Customer shall have inspected the goods and find it then in good working condition and in good order.

5. Authority

The Customer acknowledges that the goods furnished and services rendered by Seller are sold only on the terms and conditions herein, notwithstanding any other terms on Customer's order or quotation form. Customer further agrees that time is the essence of this agreement. The terms of this agreement may not be amended, modified or rescinded, except by a written instrument signed by both parties and specifically referring to this agreement.

6. Effect of Purchase Order

In the event of any conflict between this agreement and the terms and conditions of any advertisement, purchase order or similar document pursuant to which the Customer entered into this agreement, the terms and conditions of this agreement shall control.

7. Default

In case of default in payment of any installment, the unpaid balances shall become due and payable forthwith at the option of the holder without notice. Customer hereby agrees to pay interest at the maximum rate of interest permitted by law on all overdue payments, and all costs of collection, including reasonable attorney's fees.

8. Governing Law

This agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California.

9. Consequential Damages

CUSTOMER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, AND DIRECT OR CONSEQUENTIAL DAMAGES, OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF SELLER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

10. Quotations

Any order, and/or quotation and subsequent orders, in addition to the other terms and conditions set forth in the bid, shall include the following terms. Buyer acknowledges that Seller's price to supply the product is based on the quantity ordered hereunder; and the price per unit will increase if Buyer elects to reduce the total number ordered, cancels the contract prior to receiving the total number ordered, or delays acceptance of the total number ordered beyond the agreed upon completion date. Without limiting Seller's rights to enforce the remainder of the contract, Buyer agrees to pay the increased price on all product received on the occurrence of Buyer's election to reduce, cancel or delay, on the manner provided herein.

List four (4) open account suppliers dealt with for more than a year:

Name of Firm: _____ Phone: _____

Address: _____ Fax: _____

City: _____ State: _____

Contact: _____

Name of Firm: _____ Phone: _____
Address: _____ Fax: _____
City: _____ State: _____
Contact: _____

Name of Firm: _____ Phone: _____
Address: _____ Fax: _____
City: _____ State: _____
Contact: _____

Name of Firm: _____ Phone: _____
Address: _____ Fax: _____
City: _____ State: _____
Contact: _____

In consideration of credit, purchaser agrees to the terms and conditions included in pages 1-4 of this Credit Application.

TERMS OF PAYMENT ARE NET 30 DAYS FROM INVOICE DATE. All sales are made F.O.B. point of shipment unless otherwise specified. Title passes to purchaser upon shipment of goods to carrier at F.O.B. point, thereafter risk of loss or damage shall be upon the purchaser.

In the event invoice is not paid and more than ninety (90) days have passed since billing, a deferred price differential of 1 ½ percent will be charged to Purchaser, per month, until invoice is paid. Purchaser agrees to pay reasonable attorney's fees in any action required to collect unpaid amounts due the Seller. In the event a lawsuit is initiated to resolve a dispute regarding an obligation to pay, it is agreed that the courts of the State of California and specifically the County of Orange shall have exclusive jurisdiction.

Prepared by: _____ Date: _____
(Please print)

Signature of Owner or Authorized Representative Required

Note: If Sole Proprietor or Partnership, Owner or Partner **MUST SIGN THE APPLICATION.**

Name (Please Print)

Signature / Title

I am authorized to sign this Application on behalf of my company.