



Please fax back to: (209) 334-1671

## CREDIT APPLICATION

### COMPANY INFORMATION

Company : _____	Email Address: _____
Telephone #: _____	Federal ID #: _____
Bill to Address: _____	Fax #: _____
City : _____	Attention: _____
Ship to Address: _____	State: _____ Zip: _____
City: _____	Attention: _____
Years in Business: _____	State: _____ Zip: _____
1. Corp Officer: _____	Type of Business: _____
	Address: _____
	City: _____ State: _____ Zip: _____
2. Corp Officer: _____	Address: _____
	City: _____ State: _____ Zip: _____
3. Corp Officer: _____	Address: _____
	City: _____ State: _____ Zip: _____

### REFERENCES

A. Company: _____	Address: _____
Telephone: _____	City: _____ State: _____ Zip: _____
Fax #: _____	Contact: _____
B. Company: _____	Address: _____
Telephone: _____	City: _____ State: _____ Zip: _____
Fax #: _____	Contact: _____
C. Company: _____	Address: _____
Telephone: _____	City: _____ State: _____ Zip: _____
Fax #: _____	Contact: _____

### BANK INFORMATION

Branch: _____	Address: _____
Contact : _____	City: _____
Telephone: _____	State: _____ Zip: _____
Fax #: _____	Account # : _____

Plug It Products terms of sale are 'Net 30 days' from date of Invoice. I agree that past due accounts shall bear interest at 1-1/2% interest per month until paid in full. In any action to collect my (our) debt, I hereby agree to pay all cost and expenses including attorneys' fees and court costs.

\_\_\_\_\_  
Owner/Corporate Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS - PLUG IT PRODUCTS CORP

- 1 . All orders are subject to approval of our credit department at the time of acceptance and at the time of shipment. Now accepting MasterCard and Visa.
- 2 . Payment terms are 'Due & Payable Upon Receipt Of Invoice' on open account shipments.
- 3 . Accounts with balances older than 45 days and disputed will result in shipments being made on a C.O.D. basis.
- 4 . Accounts with balances older than 60 days will be denied further credit until the account is current, or shipments being made on a C.O.D. basis, plus past due amount added.
- 5 . Continued abuse of open account terms will result in all future shipments being made on a C.O.D. basis.
- 6 . A finance charge of 1.5% will be added to all unpaid invoices past 30 days.
- 7 . A \$25.00 Returned Check Fee will be charged on all Returned Checks.
- 8 . Billing or shipping errors, disputed invoices or other credits due should be brought to our attention as soon as possible.
- 9 . Delivery: All shipments F.O.B. Lodi, CA.
- 10 . Returned goods: No returned goods will be accepted without our RGA# (Returned Goods Authorization Number). Merchandise returned must be identified as to original invoice number and date purchased. A 20% handling cost will be charged for restocking plus shipping cost.
- 11 . Claims: All errors or shortages should be reported to us immediately.
- 12 . All prices and specifications are subject to change without notice.
- 13 . All prices invoiced will be those in effect at the time of shipping.
- 14 . Quotations and Prices: All quotations and prices are subject to any federal, state or local taxes where applicable and may be added to the face of the invoice. Quotations are good for 30 days only. Unless specified, prices are based on quantity quoted.
- 15 . Special Orders: Once an order for special custom work has been placed in manufacture, no cancellations shall be accepted.
- 16 . Rush Orders: Orders called in after 1:30 PM Pacific Standard Time for the same day shipment are subject to a \$25.00 handling charge.
- 17 . Insurance Requirement: The customer agrees to provide Plug-It Products with a Certificate of Insurance. This Certificate of Insurance MUST add Plug-It Products as an Additional Insured. The Insurance Policy MUST carry \$1,000,000 each occurrence and \$1,000,000 aggregate.

\*\* PLEASE SIGN AND FAX BACK TO (209) 334-1671:

***I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS STATED ABOVE.***

**SIGN:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_



## TERMS AND CONDITIONS FOR PRODUCT RENTAL

**SAFETY:** By accepting the product, user agrees to read, and understand the safety manual that is provided by the manufacturer. If none is available, call 800-575-8448 to receive one or download one at [www.plugitproducts.com](http://www.plugitproducts.com) (these are available in English or Spanish). Do not use these products without proper training. Inflatable pipe plugs can cause property damage, personal injury, or death if jobsite safety practices are not applied.

This contract is made and payable in: **The City of Lodi, County of San Joaquin, State of California.**

**CONDITION OF EQUIPMENT:** By acceptance of the equipment described on the Rental Agreement, Customer acknowledges that the equipment is in sound and safe condition and Customer agrees to return the equipment to Lessor in as good of condition as when received, *less ordinary wear incident to normal use in the hands of a competent person.*

**RE-RENT:** The Customer, with written permission from the Lessor, may re-rent product to a third party.

**RENTAL PERIOD:** The charges for the rental period start when the equipment is delivered by carrier (UPS, FED EX or Trucking company assigned by Lessor) to the agreed upon location and stop when Customer has the equipment picked up by carrier for return to Lessor. The documentation provided by the carrier for delivery and pick up determines the rental period. All shipping costs are charged to the customer. **1 week minimum on all rentals.**

**LOSS AND DAMAGE:** The Customer agrees to assume all responsibility for damages and/or loss to said equipment from any causes whatever. Lessor reserves the right to repossess the equipment at any time without demand and at the Customers expense if the equipment is used in violation of this agreement or in violation of the law or is apparently abandoned. In the event of loss or damage to the equipment while on rental, whether or not due to the fault of Customer, or in the event the Lessor shall repossess the equipment for cause or the Customer shall otherwise breach this agreement, then the Customer shall pay the Lessor on demand the amount of all resulting losses and expenses.

**TITLE:** Now is and all times hereinafter shall remain and be vested only in the Lessor. In the event equipment is levied upon by Marshall, Sheriff or Constable by reason of execution, garnishment or attached for any reason whatsoever, then in that event this lease immediately terminates and the Lessor may retake the equipment with or without notice and with or without legal process and may use all force necessary so to do: and the Customer hereby expressly waives all damages, physical and pecuniary, so caused, if any, by Lessor in the retaking said equipment. The Customer agrees to indemnify and hold the Lessor harmless from any liability, responsibility or obligation admitted, proven, fixed or contingent, regardless of cause or consequence and from any claims, court or attorney's fee, regardless against whom the claimant or claimants institute action, which may result from or arise out of the use or possession of this equipment by the Customer during the rental period.

**INDEMNIFY/HOLD HARMLESS:** To the fullest extent permitted by law, the customer agrees to indemnify, defend and hold Plug-It Products harmless from and against any and all liability, claim, loss, damage or costs (including, but not limited to, attorney's fees, loss of profit, business interruption or other special or consequential damages, damages relating to bodily injury, damages relating to wrongful death caused by or in any way arising out of or related to the operation, use, maintenance, instruction, possession, transportation, ownership or rental of the Equipment including whenever such liability, claim, loss, damage or cost is founded, in whole or in part, upon any negligent or grossly negligent act or

omission of Plug-It Products or the provision of any allegedly defective product by Plug-It Products. This indemnify provision applies to any claims asserted against Plug-It products based upon strict or product liability causes of action or breach of warranty.

**INSURANCE REQUIREMENT-** The customer agrees to provide Plug-It Products with a Certificate of Insurance. This Certificate of Insurance MUST add Plug-It Products as an Additional Insured and loss payee. The Insurance Policy MUST carry \$1,000,000 each occurrence and \$1,000,000 aggregate.

**SALES/RENTAL AGREEMENT**

If the Customer wishes to purchase the rental products: no rent charged up to 1 week. Up to 30 days, 50% of the rent is charged. After 30 days, no conversion to sale is allowed. Conversions only allowed if account is current. Destroyed products will be charged full rent and sale prices. Customer's signature indicates that he has been given instructions on current methods of operation and safety practices, and agrees to all Terms and Conditions above.

Accepted by (print) \_\_\_\_\_ Signature \_\_\_\_\_

Company \_\_\_\_\_ Date \_\_\_\_\_