



Account # _____	MFCP Use Only	Credit Limit: \$ _____
Branch: _____	Sales Rep: _____	
<input type="checkbox"/> Associate Distributor	<input type="checkbox"/> Cash/Counter	<input type="checkbox"/> Channel Partner
<input type="checkbox"/> Government	<input type="checkbox"/> Large MRO	<input type="checkbox"/> OEM
<input type="checkbox"/> Project	<input type="checkbox"/> Reseller	<input type="checkbox"/> Small MRO
NAICS Code: _____		

APPLICATION FOR CREDIT

Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____ Years in Business: _____

AP Contact: _____ Email: _____

Telephone: _____ Fax: _____

Billing Preference: Fax Email Requested Credit Limit: \$ _____

HEREBY APPLY FOR CREDIT IN ACCORDANCE WITH THE TERMS OF:

Motion & Flow Control Products, Inc.

10822 West Toller Drive, Suite 300

PO BOX 270088

Littleton, CO 80127

Phone: (888) 254-2571

Fax completed applications to: (303) 781-7362

E-mail completed applications to: creditapp@mfcpinc.com

The following information must be completed in full:

Corporation Partnership Individual Government Other (Explain): _____

FEIN#: _____ Purchase Order Number Required: Yes No

**(W-9 Required)*

Shipping Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Taxable: Yes - County: _____ No - *Tax Exempt #: _____

**(Must provide a copy of license/certificate)*

Primary Contact: _____ Email: _____

Telephone: _____ Fax: _____

Name(s) of Principal(s): _____

Address: _____ Telephone: _____

Name of Bank: _____ Bank Account Number: _____

Bank Address: _____ Bank Telephone: _____

Three (3) Trade References Required:

Name/Account #: _____ Telephone: _____ *Fax/Email: _____

Name/Account #: _____ Telephone: _____ *Fax/Email: _____

Name/Account #: _____ Telephone: _____ *Fax/Email: _____

**(Fax numbers or email addresses are required)*



CONDITIONS AND TERMS OF CREDIT

It is specifically understood that in consideration of any sale of merchandise by Motion & Flow Control Products Inc. to the applicant, on credit, the undersigned, and each of us, individually, jointly and severally, agree with you as follows:

I/We unqualifiedly, individually, jointly and severally, GUARANTEE to you, your successors, heirs, and/or assignees, the prompt payment in legal tender of the United States of America, of our purchase price of all merchandise that has heretofore been, and/or that hereafter may be sold (by written or oral agreement) by you to our firm, in accordance with the terms of your invoices noting such sales, and I/We shall and will punctually perform and discharge all our obligations to you of every kind.

I/We further agree to pay any and all court costs, attorney's fees, and/or any additional sums which might be incurred by Motion & Flow Control Products Inc., its successors, heirs and/or assignees, in the event such expenses should become necessary in the collection of any monies which may be or become delinquent. At the option of Motion & Flow Control Products Inc., the jurisdiction and venue of any suit to collect this account may be brought in Jefferson County, State of Colorado.

I/We further agree that we will pay an interest charge on any and all sums that may become delinquent and past due by more than thirty (30) days. It is understood that this interest charge will be 18% unless otherwise agreed in writing. It is understood and agreed that any credits outstanding after one-hundred eighty (180) days will be forfeited unless otherwise agreed in writing.

The agreement is a CONTINUING GUARANTEE and obligation on my/our part, and shall remain in full force and effect until revoked by Motion & Flow Control Products Inc., its successors, heirs and/or assignees, by written notice.

Unless Applicant sends Motion & Flow Control Products Inc. written notice to the contrary, Applicant agrees to be contacted by or receive communications from MFCP, Inc. via phone, fax, e-mail or text concerning any problem or dispute, delivery of any document, or marketing or technical information.

THE UNDERSIGNED HEREBY AUTHORIZE AND CONSENTS TO ANY CONTACT OR INQUIRY OF ANY PERSON, CORPORATION OR BUSINESS OF ANY KIND AT ANY TIME REGARDING CREDIT STANDING AND OTHER FINANCIAL INFORMATION. THIS AUTHORIZATION IS IN NO WAY LIMITED TO OR BY THE REFERENCES PROVIDED HEREIN.

THE UNDERSIGNED INDEMNIFY AND HOLD HARMLESS MOTION & FLOW CONTROL PRODUCTS INC. ABOVE FROM ANY AND ALL LIABILITY CONNECTED WITH SUCH CONTACT OR INQUIRY. THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS CREDIT APPLICATION AND ACKNOWLEDGE THAT THE ACCURACY OF THE INFORMATION PROVIDED HEREIN IS THE BASIS FOR EXTENSION OF CREDIT.

Name of Firm or Corporation

Signature of Owner, Partner or Officer	Print Name	Title	Date
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Signature of Owner, Partner or Officer	Print Name	Title	Date
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PERSONAL GUARANTEE: THE UNDERSIGNED, DO HEREBY AGREE TO THE ABOVE TERMS AND CONDITIONS, ASSUME PERSONAL LIABILITY FOR PAYMENT OF SAID ACCOUNT, AND PERSONALLY GUARANTEE IN FULL THAT SAID ACCOUNT WILL BE PROMPTLY PAID. IT IS UNDERSTOOD THAT CREDIT WOULD NOT BE EXTENDED WITHOUT THIS PERSONAL ASSUMPTION OF LIABILITY.

Individual Guarantor	Print Name	Date
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Individual Guarantor	Print Name	Date
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PLEASE FAX COMPLETED AND SIGNED APPLICATIONS TO (303) 781-7362 OR EMAIL COMPLETED AND SIGNED APPLICATIONS TO CREDITAPP@MFCPINC.COM. INCOMPLETE OR UNSIGNED APPLICATIONS WILL NOT BE APPROVED.



TERMS OF SALE

GENERAL

The following terms and conditions shall constitute the entire Agreement for the purchase and sale of products and services offered by Motion and Flow Control Products, Inc. and its subsidiaries (hereafter, "MFCP"). Any terms and conditions contained in other communications between Purchaser and MFCP, including, without limitation, Purchaser's emails, purchase orders or requests for quotation which are different from, in addition to, or vary MFCP's terms and conditions shall not be binding upon MFCP unless agreed upon in a writing dated and executed by Purchaser and by an officer of MFCP.

CHANGES

Prior to the date of delivery of any product, products, service, or services hereunder, the Purchaser shall have the right to make changes in its order provided that MFCP receives written notice of the desired changes and accepts the same in a signed writing and provided further that the Purchaser accepts the additional charge therefor as determined by MFCP in a signed writing. Changes which interfere with or alter MFCP's production or service schedules will not be acceptable unless the time for performance is extended for such period as deemed necessary by MFCP. Failure of MFCP to accept a Purchaser's request to change its purchase order shall not be cause for Purchaser's cancellation of its order except upon payment of a cancellation charge to be determined by MFCP.

CANCELLATION

- (a) MFCP shall have the absolute right to cancel this Agreement upon breach thereof by the Purchaser, failure by the Purchaser to make any payment required by this Agreement, or the insolvency or bankruptcy of the Purchaser.
- (b) A purchase order or any part thereof which is hereby accepted by MFCP may not be cancelled unless and until MFCP receives written notice of the cancellation, has determined the additional charge to be made and the same has been accepted and paid by the Purchaser. Upon receipt of a notice of cancellation, MFCP shall be entitled to take whatever action it deems necessary and advisable to minimize cancellation charges.

WARRANTY

- (a) MFCP warrants, except as hereinafter provided, each product sold hereunder which is assembled by it to be free from defects in assembly under normal use and service, in the manner originally intended, for a period of one year after shipment thereof to the original purchaser.
- (b) MFCP'S WARRANTY EXTENDS ONLY TO THE PRODUCTS ASSEMBLED BY IT AND IS, TO THE EXTENT PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY PRIOR WRITTEN OR ORAL REPRESENTATIONS REGARDING SUCH PRODUCTS MADE BY MFCP, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.
- (c) PRODUCTS, OR COMPONENTS THEREOF, SUPPLIED BY ANY OTHER PARTY TO MFCP WHICH ARE NOT ASSEMBLED BY MFCP ARE COVERED ONLY BY THE INDIVIDUAL WARRANTY OF SUCH OTHER PARTY AND COPIES OF SUCH WARRANTIES WILL BE FURNISHED UPON REQUEST.
- (d) MFCP reserves the right to inspect products claimed defective under warranty either at the Purchaser's location or at MFCP. A defective product is not to be returned to MFCP's plant unless authorized by MFCP. Products so returned shall be returned to MFCP's facility, freight prepaid. Any product proving defective due to faulty assembly within one year from date of shipment will be replaced or repaired free of charge, F.O.B. MFCP's facility. MFCP assumes no liability for labor charges incidental to the adjustment, service, repair, removal or replacement of the product or other costs, or for the expense of repairs made outside of its facility except when made pursuant to MFCP's prior written consent. MFCP, at its option, may ship a replacement or replacements immediately under standard billing and make warranty adjustment after inspection of the defective product by means of credit memorandum.



(e) THIS WARRANTY SPECIFICALLY EXCLUDES ALL PURCHASER COSTS INCURRED IN REMOVAL AND HANDLING THE ALLEGED DEFECTIVE PRODUCT AS WELL AS ALL PURCHASER COSTS IN INSTALLATION OF REPLACEMENT PRODUCTS WHETHER TEMPORARY OR PERMANENT.

DELAYS

MFCP shall not be liable for any damages, costs, or expenses, or for delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by any agency of the United States Government, fires, floods, storms, and other acts of God, accidents, strikes, insurrections, war, shortages of materials, lack of transportation and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of MFCP to perform for these reasons aforesaid shall not be grounds for Purchaser's cancellation of its order but the delivery date shall be extended accordingly.

LIMITATION OF LIABILITY

No claim made hereunder by the Purchaser, whether as to goods delivered or for non-delivery shall be greater than the purchase price of the goods in respect of which such claim is made, and MFCP shall under no circumstances be liable for any damages including consequential, incidental, ancillary, special or punitive damages. MFCP assumes no responsibility for bodily harm resulting from improper use of goods. To the fullest extent of the law Purchaser shall defend and hold harmless MFCP, including its affiliates, parents and subsidiaries, from and against all claims, damages, loss and expenses including but not limited to attorney's fees and disbursements incurred by MFCP as part of a loss or damage arising out of or resulting from Purchaser's negligent acts in handling all products purchased, sold, resold, distributed, installed or maintained by Purchaser or its agents.

MISCELLANEOUS

- (a) This Agreement may not be assigned or otherwise transferred by Purchaser without the prior written consent of MFCP, and any such assignment or transfer without such prior consent shall be null and void and of no force or effect whatsoever.
- (b) MFCP's failure to insist, in one or more instances, upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of its right to such performance or the future performance of such term or terms and Purchaser's obligation with respect thereto shall continue in full force and effect.
- (c) Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid, return receipt requested, to the other party thereto at its respective address first above written. In the case of notices to MFCP, such notices must be directed to an officer of MFCP. Any such notice, if so mailed, shall be deemed to have been received when delivered or on the third business day following notice to the recipient that there has been an attempt at delivery. Either party hereto may change its address for notice purposes by written notice to the other party.
- (d) The paragraph headings in this Agreement are used for convenience only. They form no part of this Agreement and are in no way intended to alter or affect the meaning of this Agreement.
- (e) This Agreement may be amended at any time by mutual agreement of the parties hereto by an endorsement to this Agreement signed by each of them.
- (f) The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions.
- (g) This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- (h) We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
- (i) Credit Memos not used in 180 days will be void and removed from customer's account.
- (j) MFCP reserves the right to charge shipping & handling fees as appropriate on customer invoices.



TAXES

All applicable federal, state or local sales, use, or excise taxes are the responsibility of the Purchaser and shall be in addition to the price or prices stated on our invoice unless otherwise specifically stated. MFCP shall have the right to invoice separately any such tax as may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which same applies.

PAYMENT TERMS

Net 30 days. A service charge of eighteen percent per annum (18%) will be charged on balances which are unpaid after 30 days.

COLLECTIONS

Purchaser agrees to pay any and all interest, court costs, attorney's fees, and/or any additional expenses of collection which might be incurred by MFCP, its successors, heirs and/or assignees, in the event such expenses should become necessary in the collection of any monies which are unpaid after 30 days. At the option of MFCP, the jurisdiction and venue of any suit to collect this account may be brought in Jefferson County, State of Colorado.

Effective this _____ day of _____, 20_____.

Acknowledged and Accepted:

Purchaser Entity Name

Print Name Title

Signature

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