

CREDIT APPLICATION

CONFIDENTIAL

Return to:

1025 Exchange Street
Boise, ID 83716
208-368-0412 Phone
801-590-3545 Fax
ar@clrwtr.com



CLEARWATER TECH

SPECIALISTS IN INDUSTRIAL AUTOMATION

Please complete all information and sign the agreement below. An incomplete application will cause a delay in processing.

BILL TO ADDRESS			SHIP TO ADDRESS		
Trade Name of Business			Street Address		
Street Address			City	State	Zip Code
City	State	Zip Code	Accounting Contact		Phone

CHECK ONE (4) <input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership	<input type="checkbox"/> Div of Corp. <input type="checkbox"/> Corporation	How Long Established:	At Present Address:	No. of Employees:
		Type of Business:		Taxpayer ID Number:

We are requesting a credit line of \$ _____

Is the merchandise you are purchasing for resale? Yes ___ No ___ If the answer is "Yes", you MUST provide us with a complete, signed, resale certificate. You will be charged sales tax until we have your resale certificate on file.

Please check invoicing method	
E-mail: _____ Contact name	Fax: _____ Contact name
Phone _____ e-mail address	Phone _____ Fax # _____

NAMES OF OFFICERS, PARTNERS OR OWNERS	
Name _____	Name _____
Title _____	Title _____
Social Security Number _____	Social Security Number _____

AGREEMENT	
It is understood and accepted by the undersigned that:	
1) All invoices are due and payable on a Net 30, date of invoice basis.	
2) Any amounts not paid within terms may be subject to a late charge of 1 1/2% per month, APR: 18%	
3) In the event suit is required to enforce collection of unpaid balances, customer agrees to pay reasonable collection and/or attorney's fees and all court costs.	
4) A facsimile copy of this document is to have the same force and effect as the original.	
The undersigned certifies that they are fully authorized to sign this agreement.	
Signature and Date _____	Printed Name and Title _____

Resale Certificate on file?

Date: _____

No ___ Yes ___

Assigned Credit Limit: _____ D & B Rating: _____

Cust Code: _____

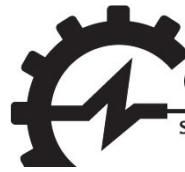
Approved by: _____

**** Please remit all payments to: Clearwater Technologies
P.O. Box 8402
Pasadena, CA 91109-8402**

CREDIT REFERENCES REQUEST

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Bank Information	
_____	_____
Name of Bank	Address
_____	_____
Telephone Number	Fax Number
_____	_____
Contact Person	Account Number

Business Reference	
_____	_____
Name	Address
_____	_____
Telephone Number	Fax Number
_____	_____
Contact Person	Account Number with Business Reference (if any)

Business Reference	
_____	_____
Name	Address
_____	_____
Telephone Number	Fax Number
_____	_____
Contact Person	Account Number with Business Reference (if any)

Business Reference	
_____	_____
Name	Address
_____	_____
Telephone Number	Fax Number
_____	_____
Contact Person	Account Number with Business Reference (if any)

Business Reference	
_____	_____
Name	Address
_____	_____
Telephone Number	Fax Number
_____	_____
Contact Person	Account Number with Business Reference (if any)

Standard Terms and Conditions of Sale

- Conditions of Sale:** Buyer's purchase order or quotation shall be subject only to the terms and conditions set forth herein, notwithstanding any terms and conditions that may be contained in any purchase order, acknowledgement or other form by Buyer. Such terms and conditions of Buyer shall not bind Seller unless accepted by Seller in writing whether or not they materially alter this order. This order shall be governed in all respects by the laws of the state in which Seller is incorporated. In the absence of a written agreement, an acceptance of any goods received by Buyer filling a purchase order to Seller shall constitute an acceptance of these terms and conditions.
- General Terms of Sale: Payment:** Net 30 days, on approved credit. Seller accepts payment by American Express, MasterCard or VISA. (Payment by credit card must be communicated at time of order placement; card will be charged at time of shipment for all items in stock at the time of order placement, and will be charged upon order placement for all special order or backordered items.) **FOB:** Shipping point. **Minimum Order Value:** \$50; waived for credit card orders and orders placed electronically (at our web site or via EDI).
- Quotation Expiration:** All quotations are valid for 30 days from quotation date, unless otherwise specified.
- Selling Price:** The selling price on back orders, and as shown on Seller's web site is subject to change without prior notification and will be priced in accordance with the price list in effect at the time of shipment.
- Shipping Discrepancies:** Errors in shipping quantity or damage to shipped products must be reported within ten (10) business days of receipt of product, or will not be acted upon.
- Order Cancellation and Reschedules:** Orders may be cancelled only upon approval by Seller. Such cancellations are subject to a cancellation fee. Scheduled shipments may be scheduled to a date later than originally agreed to, only upon approval by Seller. Such shipment reschedules are subject to a reschedule fee.
- Return for Credit or Exchange:** All returns of non-defective material for credit or exchange, not due to a Seller error, must be authorized in advance, and in writing, by Seller. Items to be returned must be current revisions of standard price list items in original, unopened packaging and in sellable condition. Quantity of any item being returned may not exceed 25% of the quantity of that item shipped to Buyer during the six months immediately prior to the return request. Return of such items is subject to a return processing fee, equal to 15% of the extended sales price of the item(s) being returned; minimum fee is \$50. Non-standard, modified, "special order", "special value" or "promotional" items and fabricated assemblies are non-cancelable and non-returnable. Requests for return of non-defective material for credit or exchange resulting from a Seller error (i.e., mis-shipment of material or quantity) shall be handled at no charge to Buyer. All return authorizations expire thirty (30) days after authorization notification and shall not be renewed.
- Delivery:** Seller shall not be liable for any delays in or failure of delivery due to acts of God or public authority, labor disturbances, accidents, fires, floods, extreme weather conditions, failure of and delays by carriers, shortages of material, delays of suppliers, or any other cause beyond Seller's control. In no event shall Seller be liable for consequential or special damages arising out of a delay in or failure of delivery. Buyer's requested delivery date or schedule shall be approximate and subject to Seller's acceptance.
- Warranty:** Seller provides no warranty with respect to the goods sold hereunder. Seller agrees to use its best efforts to assist Buyer in enforcing any warranty provided by the Manufacturer(s) of the goods. The repair or replacement of defective products under warranty is at the sole discretion of the manufacturer; Seller does not replace returned defective products with new products. In no event shall Seller or Seller's supplier(s) be liable for consequential or special damages arising out of a defect in material or workmanship.
- Nuclear Indemnity:** If the goods are to be used in any nuclear installation or activity, the Buyer or the ultimate user (i) shall secure and maintain the maximum nuclear property damage liability insurance protection available (ii) shall enter into and maintain a government indemnity agreement, and (iii) shall waive and require its insurers to waive all rights of recovery or subrogation against Seller and shall indemnify and hold Seller harmless from and against any claims, losses or damages arising out of a Nuclear Incident as defined in the Atomic Energy Act of 1954, as amended.
- Taxes:** Any sales, use, excise or similar tax payable by Seller which is or may be imposed by any taxing authority upon the sale or delivery of goods covered by this order, or any increase in rate of any such tax not in force, shall be added to the sales price; if not collected at the time of payment of sales price, Buyer will hold Seller harmless.
- Attorneys' Fee:** In the event that default should occur in the payment for the goods sold hereunder, Buyer agrees to pay Seller's reasonable attorneys' fees and court costs incurred by Seller to enforce payment thereof.
- Finance Charge:** 1 ½% monthly (18% per annum) on past due accounts.

SALES TAX RESALE OR EXEMPTION CERTIFICATE

Seller's Name			Buyer's Name		
Address			Address		
City	State	Zip Code	City	State	Zip Code

1. Buying for Resale. I will sell, rent, or lease the goods I am buying in the regular course of my business.

a. Primary nature of business _____ Describe the products you sell, lease, or rent _____

b. Check the block that applies:

- Idaho registered retailer. Seller's permit number _____ (required - see instructions)
- Wholesale only; no retail sales
- Out-of-state retailer; no Idaho business presence
- Idaho registered prepaid wireless service seller. E911 fee permit number _____ (required - see instructions)

2. Producer Exemptions (see instructions). I will put the goods purchased to an exempt use in the business indicated below.

Check all that apply and complete the required information.

- Logging Exemption
- Broadcasting Exemption
- Publishing Free Newspapers
- Production Exemption (check all that apply): Farming Ranching Manufacturing Processing Fabricating Mining

List the products you produce: _____

3. Exempt Buyer. All purchases are exempt, and no permit number is required. Check the block that applies.

<input type="checkbox"/> Advocates for Survivors of Domestic Violence and Sexual Assault, Inc.	<input type="checkbox"/> Center for Independent Living	<input type="checkbox"/> Nonprofit Children's Free Dental Service Clinic	<input type="checkbox"/> Senior Citizen Center
<input type="checkbox"/> American Indian Tribe	<input type="checkbox"/> Emergency Medical Service Agency	<input type="checkbox"/> Nonprofit Hospital	<input type="checkbox"/> State/Federal Credit Union
<input type="checkbox"/> American Red Cross	<input type="checkbox"/> Federal/Idaho Government Entity	<input type="checkbox"/> Nonprofit Museum	<input type="checkbox"/> Volunteer Fire Department
<input type="checkbox"/> Amtrak	<input type="checkbox"/> Forest Protective Association	<input type="checkbox"/> Nonprofit School	
<input type="checkbox"/> Blind Services Foundation, Inc.	<input type="checkbox"/> Idaho Foodbank Warehouse, Inc.	<input type="checkbox"/> Qualifying Health Organization	
	<input type="checkbox"/> Nonprofit Canal Company	(see instructions for list)	

4. Contractor Exemptions (see instructions).

a. Invoice, purchase order, or job number to which this claim applies _____

b. City and state where job is located _____

c. Project owner name _____

d. This exempt project is: (check appropriate box)

- In a nontaxing state. (To qualify, materials must become part of the real property.)
- An agricultural irrigation project.
- For production equipment owned by a producer who qualifies for the production exemption.

5. Other Exempt Goods and Buyers (see instructions).

<input type="checkbox"/> Aircraft used to transport passengers or freight for hire	<input type="checkbox"/> Livestock sold at a public livestock market
<input type="checkbox"/> Aircraft purchased by nonresident for out-of-state use	<input type="checkbox"/> Medical items that qualify
<input type="checkbox"/> American Indian buyer holding Tribal ID No. _____	<input type="checkbox"/> Pollution control items
This form doesn't apply to vehicles or boats. See instructions.	<input type="checkbox"/> Research and development goods
<input type="checkbox"/> Church buying goods for food bank or to sell meals to members	<input type="checkbox"/> Snowmaking/grooming equipment; or aerial tramway component
<input type="checkbox"/> Food bank or soup kitchen buying food or food service goods	<input type="checkbox"/> Other goods or entity exempt by law under the following statute (required) _____
<input type="checkbox"/> Glider kits for IRP-registered vehicles	
<input type="checkbox"/> Heating fuel	

Buyer: Read and sign. I certify that all statements I have made on this form are true and correct to the best of my knowledge. I understand that falsification of this certificate for the purpose of evading payment of tax is a misdemeanor. Other penalties may also apply.

Buyer's Signature	Buyer's Name (please print)	Title
Buyer's Federal EIN or Driver's License No. and State of Issue		Date

Seller: Each exemption a customer may claim on this form has special rules (see instructions). It's your responsibility to learn the rules. You must charge tax to any customers and on any goods that don't qualify for a claimed exemption and are taxable by law.

- This form is valid only if all information is complete.
- The seller must keep this form.
- The blank form may be reproduced.