

Thompson Pump & Manufacturing Co Inc

4620 City Center Dr / P O Box 291370
Port Orange FL USA 32129-1370
(800) 767-7310
www.thompsonpump.com



CREDIT & ACCOUNT APPLICATION

COMPANY NAME/ APPLICANT _____ **TODAY'S DATE** _____
(Complete, legal name)

MAILING ADDRESS _____
Street/PO Box _____ City, County State & Zip _____

PHYSICAL ADDRESS _____
Street _____ City, County, State & Zip _____

PHONE # () _____ **CELL # ()** _____

E-MAIL _____ **A/P Contact** _____

DO YOU REQUIRE PURCHASE ORDER NUMBERS ON YOUR INVOICES? _____ YES _____ NO

WILL TRANSACTIONS BE TAX EXEMPT? _____ YES _____ NO
(If yes, attach a full executed tax exempt certificate or sales tax will be included on all invoices)

TYPE OF BUSINESS: _____ CORPORATION _____ LLC _____ PARTNERSHIP _____ SOLE PROPRIETORSHIP

FEDERAL I.D. # _____ YEAR OPENED _____ STATE INCORPORATED _____

OWNER(S) OR OFFICER(S)

Name/Title Home Address (Include City/State) Home Phone

Name/Title Home Address (Include City/State) Home Phone

Name/Title Home Address (Include City/State) Home Phone

TRADE / SUPPLIER REFERENCES

Name Address Phone # or Email Acct #

Name Address Phone # or Email Acct #

Name Address Phone # or Email Acct #

BANK REFERENCE

Bank Name City, State Phone # or Email

THE UNDERSIGNED / APPLICANT AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. This is an application for an account with Thompson Pump and open account payment terms. Payment for all charges incurred are due within thirty (30) days of the invoice date. Unless otherwise agreed to in writing, a finance charge at the rate of 1.5% monthly will be billed against any balance not paid within 30 days of its invoice date and the undersigned/ applicant authorizes and agrees to pay these charges. Checks returned for nonpayment will incur a processing fee of \$75.00 per check plus the maximum penalty allowed under applicable State law. **Any payments made by CREDIT or DEBIT CARD will incur a Processing Fee equal to Two Percent (2%) of the payment amount.**
2. Any limitations of the people authorized to charge on this account must be provided in writing to Thompson Pump at the address herein. If there is a change in ownership or style of business applicant agrees to promptly provide this information to us in writing.
3. All shipments are sent F.O.B. Our Shop. Acceptance of any returned material(s) will be at the sole discretion of Thompson Pump. If returned materials are accepted credit will be issued less a 15% restocking fee. Any credit amount not taken within one year of its issue is subject to cancellation.
4. Invoices will be mailed to the Customer at the address noted. Customer agrees to review the invoices promptly and notify Thompson Pump of any questions or discrepancies within fifteen (15) days of the invoice date or Customer shall be deemed to have irrevocably waived its right to dispute such amounts.
5. Should Customer/ Undersigned default on this or any Agreement that results in a claim, collection, legal or arbitration action the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. The parties agree that venue for any legal action shall be in the County of Volusia, Florida; and that Florida law shall govern any legal action taken hereunder. **JURY TRIAL WAIVER: TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS APPLICATION, CUSTOMER/APPLICANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO OPEN AN ACCOUNT.**
6. **ASSIGNMENT:** Thompson Pump has the right to assign and/ or grant a security interest in this Agreement. If the assignee or secured party succeeds to Thompson Pump's interest hereunder, Customer will (a) pay to it all future payments subsequently payable hereunder, (ii) any amendment or modification of this Agreement made without its consent, (iii) any claim against Thompson Pump arising prior to the date on which it succeeds to Thompson Pump's interest, or (iv) any claim or offset against Thompson Pump
7. **INDEMNIFICATION LIMITATION OF THOMPSON PUMP LIABILITY:** Customer agrees to defend, indemnify and hold harmless Thompson Pump from any and all claims for injury or damage to any person or any property claimed to have been caused in any way by or from the possession or use of the equipment. No claims for consequential or incidental damages, liquidated or any other charges or claims may be made by Customer nor will they be accepted by Thompson Pump. **CUSTOMER AGREES THAT THOMPSON PUMP'S LIABILITY UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY LIABILITY ARISING FROM THOMPSON PUMP'S OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE, OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL VALUE OF THE AMOUNT INVOICED AND PAID BY CUSTOMER UNDER THIS CONTRACT. IN ADDITION TO THE FOREGOING, CUSTOMER ASSUMES COMPLETE LIABILITY FOR ANY AND ALL ENVIRONMENTAL DAMAGES CAUSED BY OR RELATED IN ANY WAY TO THE OPERATION OF THOMPSON PUMP'S EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE COST OF CONTAINING AND/OR CLEANING UP SPILLS OF ANY NATURE, AND ALL RESULTANT DAMAGES RELATED THERETO. CUSTOMER FURTHER ASSUMES LIABILITY FOR ANY AND ALL FEES, FINES, PENALTIES OR COSTS IMPOSED BY ANY FEDERAL, STATE OR LOCAL AUTHORITY OR AGENCY AND AGREES TO DEFEND, INDEMNIFY AND HOLD THOMPSON PUMP HARMLESS IN THE EVENT OF SUCH AN OCCURANCE. CUSTOMER ACCEPTS THIS LIMITATION OF DAMAGES CLAUSE AND UNDERSTANDS IT CONSTITUTES ITS SOLE AND EXCLUSIVE REMEDY.**
8. The **INDIVIDUAL** signing below **personally guarantees** payment of invoices and any other charges incurred under this account including payment of any legal or attorney fees and attests financial responsibility, ability and willingness to pay our invoices.
9. This information is provided for the purpose of obtaining an Account and a line of credit and is warranted to be true and accurate. The Applicant/ Undersigned authorizes an investigation into the credit worthiness of the Applicant and further agrees to the dissemination of credit information about the Applicant to inquiring sources and credit reporting agencies. Both parties agree that a facsimile or digital scan of this Agreement will hold the same force and effect as its pen signed original. Applicant/ Undersigned represents that the person signing this Application/ Agreement is an authorized and legal agent of the Customer and has full authority to make and enter into this Application/Agreement.
10. Thompson Pump reserves the right to change the terms and conditions of this Agreement at any time with written notice provided to the customer in advance.

COMPANY / APPLICANT NAME

DATE

APPLICANT/ AUTHORIZED SIGNATURE

(this application should be signed by an officer or owner of the company)

NAME PRINTED & TITLE