



PLEASE COMPLETE AND RETURN

# DAB PUMPS, Inc.

## Customer Credit Application

Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

Type of Ownership: Corp: \_\_\_\_\_ Partnership: \_\_\_\_\_ Individual: \_\_\_\_\_ Subsidiary: \_\_\_\_\_ Other: \_\_\_\_\_

Business Start Date: \_\_\_\_\_ No Employees: \_\_\_\_\_ Estimated Annual Sales: \_\_\_\_\_

Fed Tax Number: \_\_\_\_\_ Web address: \_\_\_\_\_

Sales Tax Exempt (Y/N): \_\_\_\_\_ Resale Tax No: \_\_\_\_\_ *Resale Certificate Required*

Owners/Officers: \_\_\_\_\_

A/P Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Add'l Branch Locations: \_\_\_\_\_

Credit Line Requested: \_\_\_\_\_ Estimate Annual Purchases: \_\_\_\_\_

### Trade References:

_____	_____	_____
Business Name	Business Name	Business Name
_____	_____	_____
Address	Address	Address
_____	_____	_____
City, State, Zip	City, State, Zip	City, State, Zip
_____	_____	_____
Fax	Fax	Fax

### Bank Reference:

Bank Name: \_\_\_\_\_ Address: \_\_\_\_\_

Account: \_\_\_\_\_ Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Contact: \_\_\_\_\_



**AGREEMENT READ THIS SECTION CAREFULLY:**

In consideration of DAB PUMPS, INC. extending credit, Applicant Company agrees to pay according to terms of invoice. Standard terms are Net 30 days unless otherwise stated. All accounts are due and payable at the remittance address on the invoice. Credit limit may be increased or decreased solely at the discretion of the Seller with or without notice to Applicant.

In the event that DAB PUMPS, INC. commences litigation or employs attorneys in order to secure payment of any sums due to it from the Applicant Company, the Applicant Company agrees to pay a reasonable attorney's fee in addition to all other sums due. The undersigned warrants that the above Agreement has been carefully read and that the Applicant Company understands same, and that the venue for the resolution of any dispute arising from this agreement shall be in the judicial district in the county of Charleston, state of South Carolina.

Applicant Company authorizes DAB PUMPS, INC. to obtain credit and financial information concerning the Applicant Company at any time and from any source. The financial information and figures given here are for the purpose of obtaining credit and are correct and accurate to the best of our knowledge.

Full rights and title to all goods purchased from DAB PUMPS, INC, shall remain with DAB PUMPS, INC until complete and ultimate payment of the debt obligation created.

\_\_\_\_\_  
Dab Pumps, Inc. Representative

\_\_\_\_\_  
Applicant/Preparer

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Return to:  
Mamie A. Herrmann \* Finance Manager  
Phone: 843-797-5002 Fax: 843-797-3366  
Email: mhr@dwtgroup.com



**PERSONAL GUARANTY**

Whereas, \_\_\_\_\_ (customer), (hereinafter called the "Borrower"), desires to transact business with and obtain credit or a continuation of credit from DAB Pumps, Inc., a South Carolina corporation (hereinafter called "Creditor");

Whereas, Creditor is unwilling to extend or continue credit to the Borrower unless it receives a guaranty of the undersigned ("Guarantor") covering the Liabilities of the Borrower to Creditor, as hereinafter defined.

Now, therefore, in consideration of the premises and of other good and valuable consideration and in order to induce Creditor from time to time, in its discretion, to extend or continue credit to the customer, Guarantor hereby agrees to guarantee to Creditor the payment of all liabilities of the Borrower to Creditor of whatever nature, whether now existing or hereafter incurred, whether created directly or acquired by Creditor by assignment or otherwise, whether matured or un-matured and whether absolute or contingent (all of which are herein collectively referred to as the "Liabilities of the Borrower").

The undersigned Guarantor agrees that, with or without notice or demand, the undersigned shall reimburse Creditor, to the extent that such reimbursement is not made by the Borrower, for all expenses (including counsel fees) incurred by Creditor in connection with any of the Liabilities of the Borrower or the collection thereof.

This guaranty is a continuing guaranty and shall remain in full force and effect irrespective of any interruptions in the business relations of the Borrower with Creditor.

All monies available to Creditor for application in payment or reduction of the Liabilities of the Borrower may be applied by Creditor in such manner and in such amounts and at such time or times as it may see fit to the payment or reduction of such of the Liabilities of the Borrower as Creditor may elect, and the obligations pursuant to this guaranty shall not be affected by any surrender or release by the Borrower of any other security held by it for any claim hereby guaranteed.

The undersigned hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by Creditor to the Borrower (b) presentment and demand for payment of any of the Liabilities of the Borrower (c) protest and notice of dishonor or default to the undersigned or to any other party with respect to any of the Liabilities of the Borrower; (d) all other notices to which the undersigned might otherwise be entitled; and (e) any demand for payment under this guaranty.

This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the Borrower or any other person or to require that: resort be had to any security or to any balance of any deposit account or credit on the books of Creditor in favor of the Borrower or any other person.

No delay on the part of Creditor in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on the undersigned shall be deemed to be a waiver of the obligations of the undersigned or of the right of Creditor to take further action without notice or demand as provided herein; not in any event shall any modifications or waiver of the provisions of this guaranty be effective unless in writing nor shall any such waiver be applicable except in the specific instance for which given.

This guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the state of South Carolina and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State .Borrower hereby further agrees that jurisdiction and venue for the resolution of any dispute arising from this agreement shall be in the judicial district in the county of Charleston, state of South Carolina.

By: \_\_\_\_\_  
(Name of Guarantor)

Witness: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

### INTERPRETATION

The following terms shall have the following meanings:

“The Company” shall mean Dab Pumps, Inc.

“The Purchaser” shall mean anyone, whether a person or persons, or corporation who places an order with the Company for a product.

“Product” shall mean the goods to the sale of which these terms apply and to any reference thereto shall be deemed to include the plural and vice versa.

The general headings to the paragraphs herein are for reference only and shall not affect the construction or interpretation of these terms and conditions or any part thereof.

**GENERAL:** All products are sold subject to the terms and conditions contained herein.

No verbal, written, or addition hereto or variation hereof shall be effective. In the event of conflict or inconsistency between these Conditions and the terms or conditions of any order or acceptance, these Conditions shall prevail.

The giving of any delivery instructions the acceptance of or payment for, any products or any conduct in confirmation by the Purchaser of the transaction hereby contemplated shall constitute unqualified acceptance by the Purchaser of these conditions.

**ILLUSTRATIONS:** All illustrations or descriptive material of any sort including drawings, specifications or weight, capacity, dimensions, output and consumption are for information only and shall not form part of the Contract. They are approximate only and no warranty or guarantee is given for their accuracy.

**DESIGN:** The Company reserves the right to make at any time such changes in design, construction, composition, materials, arrangement or equipment as it shall think fit without notifying the Purchaser.

### SUITABILITY OF EQUIPMENT FOR PURCHASER'S REQUIREMENTS:

The Company accepts no liability if the equipment ordered, is in fact, unsuitable for the Purchaser's particular requirements unless a full written description of the process in which the equipment is to be used is submitted to the company with the order.

**SALES CONDITIONS:** Goods are always transported under the customer's responsibility, even if delivered free of charge. We are not responsible for any delay in delivery, due to causes beyond our control. Irrespective of delivery and passage of risks, the goods ownership remains the vendor's until the complete and ultimate payment to the seller of all credits resulting from the transaction contract, including interest on delayed payment and expenses for coercive collection of credit.

All claims for errors or unsatisfactory stock must be reported upon delivery and confirmed in writing within ten (10) days; otherwise and claim for adjustment shall be deemed waived. Unless delivered by our truck, all claims for damage must be made directly with the carrier.

**PRICE AND PAYMENT:** Payment for products shall be made not later than 30 days from the date of invoice unless otherwise expressly agreed in writing by the Company. The Purchaser shall make no deduction in payment in respect of any set-off or counter claim whether justified or not. The Company shall be entitled to alter the price charged for any products by such amounts as the Company shall think fit at any time before delivery, in the event of any increase in cost to the Company in supplying such products unless a fixed price has been agreed previously in writing between the Company and the Purchaser.

**WARRANTY:** All DAB pumps carry warranty to the purchaser against defective material and workmanship under normal use for a period of 24 months from the date of purchase by the original purchaser. Replacement liability in all events is limited to the replacing or repairing by the company.

Proof of purchase is required on all claims in the form of invoice copy, sales ticket, etc.

**APPLICATION:** Warranty covers only correctly installed and maintained units. Warranty is limited to applications as stated by the company in technical & installation manuals.

**SITUATIONS NOT COVERED:** The warranty does not cover product failures resulting from the following:

- Handling flammable liquids, solvents, chemicals, or severe abrasive solutions.
- Handling liquid hotter than product rating
- Normal wear

- Running pump dry
- Leaving pump in freezing conditions
- Removal of grounding prong or plug

All warranties are voided if alterations are made to the electric cord or plug, also should the pump be in any way disassembled beyond instructions in troubleshooting section.

All users must prove in writing that product has been maintained over the period of use, non-regular maintaining of the pump will result in voided warranty.

**ADMINISTRATION:** Warranty claims must be reported to Dab Pumps, Inc by calling (843)797-5002, and a Returned Goods Authorization (RGA) number must be obtained before returning the goods. Goods are required to be returned at the customer's expense to: Dab Pumps, Inc. 3226 Benchmark Drive, Ladson, South Carolina 29456 – USA. The RGA number must be clearly indicated on the outside of the box for proper processing. All items returned will be inspected to determine cause of failure before warranty is approved.

**INSTALLATION and/or REMOVAL CHARGES:** Warranty does not cover any costs associated with the installation or removal of products subject to warranty claims. If products were damaged in transit, please file a claim with the carrier.

### DISCLAIMER

Neither Dab Pumps, Inc. nor the manufacturer shall be liable for any injury, loss or damage, direct, incidental or consequential (including but not limited to, incidental or consequential damages for lost profit, lost sales, injury to person or property, or any other incidental or consequential loss) arising from any cause whatsoever, no matter based upon warranty, contract, negligence or other misuse, and the buyer and user agree that no other remedy will be available to them. Before using, the buyer and user shall determine the suitability of the product for the intended use, and assumes all risks and liability whatsoever in connection therewith.

The warranty and remedy described in this limited warranty is an EXCLUSIVE warranty and remedy and IN LIEU of any other warranty or remedy, expressed or implied, which other warranties and remedies are hereby expressly EXCLUDED, including but not limited to any implied MERCHANTABILITY or FITNESS for a PARTICULAR PURPOSE. This warranty gives buyer and user specific legal rights, and buyer and user may also have other rights which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### RETURNS OF PRODUCTS

Products may not be returned to the Company except by prior written permission of an authorized officer of the Company and such return shall be subject to payment by the Purchaser of handling and restocking charges, transport and all other costs incurred by the Company.

### CANCELLATION

If the Purchaser shall make any default in or commit any breach of any of its obligations with respect to payment of any sums due to the Company under any contract whatsoever or if any distress, execution or other legal process shall be levied upon or served out against the Purchaser's property or assets or if the Purchaser shall make or offer to make any arrangements or composition with its creditors or commit any act of bankruptcy or if any petition or receiving order shall be presented or made against Purchaser or if the Purchaser is a company, any resolution or petition to wind up shall be passed or presented, or if a receiver of all or any of its assets shall be appointed, then in each and every case the Company shall have the right forthwith or at any time thereafter to determine the contract (except insofar as it relates to products title to which shall already have passed to Purchaser) and to cancel any outstanding delivery or deliveries hereof, payment in respect of any delivery already made shall be immediately due; but entirely without prejudice to any remedy which the Company may have against the Purchaser.

The Company reserves the right to refuse or ignore countermands for products ready for dispatch or in the process of manufacture. The Purchaser shall be liable to the Company for any loss caused to it by the acceptance of any cancellation given by the Purchaser before delivery of any product but it may in any case without prejudice to any of its other rights hereunder in lieu of a claim therefore require a minimum payment to reflect any loss caused to the Company.