



- NEW
- UPDATE

Internal Use Only	
Sales Rep:	_____
Site:	_____
Type:	_____

Please Fill In Completely, Authorized Signature Required

CREDIT APPLICATION

Division Requesting Open Account:

- Ames Fire & Waterworks
- BRAE
- Dormont
- FEBCO
- HF scientific
- Mueller Steam
- Orion Enterprises, Inc.
- Powers
- Premier
- Savard Plumbing Company
- Sea Tech
- tekmar
- Watts Brass & Tubular
- Watts Canada
- Watts Drainage
- Watts Radiant
- Watts Regulator Company
- Watts Water Quality

COMPANY
(LEGAL NAME): _____

DBA: _____

ADDRESS: _____

MAIL TO ADDRESS: _____
 (IF DIFFERENT FROM ABOVE) _____

PO Required: Yes No

Principals, Officers or Members:

Name/Title: _____

Name/Title: _____

AP E-mail: _____

Purch E-mail: _____

TELEPHONE# _____

I understand by giving you this phone number, I am authorizing Watts to contact me regarding all business transactions.

FAX# _____

CUSTOMER CONTACT: _____

POSITION _____

TYPE OF BUSINESS:

- Subsidiary Corporation
- Partnership Division
- Sole Proprietorship

YEARS IN BUSINESS: _____

State Registered in: _____

DUNS# _____

Taxable: Yes No
(Resale/Tax Exempt must be attached to complete processing)

Canada Only:

PST Lic# _____

GST Lic# _____

MONTHLY PURCHASES: _____

	TRADE REFERENCES	EMAIL/FAX#
	NAME	
1	_____	_____
2	_____	_____
3	_____	_____

INVOICE ELECTION	
E-Mail or Fax Invoice Election:	
FAX <input type="checkbox"/> AP FAX #:	_____
E-mail <input type="checkbox"/> AP E-mail	_____
EDI <input type="checkbox"/> EDI Contact	_____
<small>I understand by choosing one of the above options, I consent to receive invoices for the account established, sent by Watts and its' divisions via Fax or Email.</small>	
SIGNATURE: _____	
Order Acknowledgement?: <input type="checkbox"/> Yes <input type="checkbox"/> No	

BANK REFERENCE

NAME: _____ **FAX #** _____

ACCOUNT #: _____ **E-MAIL** _____

BANK CONTACT: _____

I hereby certify that the information contained herein is complete and accurate, and the person executing this agreement has authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions.

This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. The undersigned hereby acknowledges and agrees to all the terms and conditions of this Credit application and to the terms and conditions set forth on the reverse of this Application. The undersigned understands that Watts Water must be notified in writing by certified mail of any change in ownership, the name or business structure under which credit is established.

The federal equal credit opportunity act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national original, sex, marital status, age, (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicants income derives from any public assistance program, or because the applicant has in good faith exercised any right under the consumer credit protection act to the extent it would apply.

Resale certificate or tax exempt form must accompany this application to complete the processing

APPLICATION SIGNATURE: _____ **DATE:** _____

TITLE: _____

Terms and Conditions

For the purposes of these terms and conditions the "Seller" is the applicable Watts entity named in any purchase, credit or invoice documents. "Buyer," as used in these terms and condition, means the entity approved on acceptance of the applicant's credit application.

FREIGHT TERMS: Consult your product price catalog for specific freight terms.

TERMS OF SALE: All sales are F.O.B. shipping point.

PAYMENT TERMS: The invoices are due and payable thirty (30) days from the date of invoice. Consult your product price catalog for any other specific payment terms. Should the account balance exceed any established credit limit, liability for payment additionally extends to the entire balance. Seller has the right to reduce the credit limit and/or withdraw Applicant credit under the Credit Agreement at any time without prior notice, except as otherwise provided by law. Seller reserves the right to revoke credit or demand full payment if Applicant fails to pay when due or, if in the sole discretion of Seller, there has been an adverse change in applicant's ability to repay credit extended by Seller, whereupon Seller shall have the right to demand payment or other assurance which is deemed adequate and Seller is hereby authorized to file any lien available to vendors and/or applicators of Products in the manner provided by applicable law notwithstanding the terms of invoices or other documents or the existence of an event of default. Default by Applicant under this or any other agreement between Applicant and Seller shall be a default under all agreements. Seller does not waive its rights by accepting late payments. Applicant agrees to pay reasonable legal fees and cost of collection.

BUYER'S TERMS AND CONDITIONS: Any conflicting statements or terms listed on Buyer's purchase orders, invoice, confirmations or other Buyer generated documents ("Buyer Documents") are negated by submission of these Credit Application Terms and Conditions ("Terms and Conditions") and the issuance of credit by Seller. All different or additional terms and conditions contained in any Buyer Documents are hereby rejected by Seller. Seller's performance of any contract is expressly made conditional on Buyer's agreement to Seller's terms and conditions, unless otherwise specifically agreed to in writing by Seller. Commencement of performance and/or delivery shall be for Buyer's convenience only and shall not be deemed or construed to be acceptance of Buyer's terms and conditions, or any of them. If a contract is not earlier formed by mutual agreement in writing, acceptance of any goods or services shall be deemed acceptance of the Terms and Conditions stated herein.

SECURITY AGREEMENT: For Buyers in the U.S.A.: Buyer grants Seller a purchase money security interest in the items sold hereunder whether including, but not limited to, equipment, inventory, fixtures and/or general intangibles shipped by Seller at any time, including all accessions to and replacements thereto, and all proceeds thereof (collectively, the "Collateral") to secure the payment of the purchase price of such Collateral. Buyer grants Seller a limited power of attorney to file one or more financing statements signed by Seller on behalf of Buyer and authorizes Seller to use a copy of this Agreement as an exhibit to any financing statement. Buyer agrees to cooperate fully with Seller in executing any additional documents, instruments, financing statements or amendments thereto as Seller may request to perfect or continue the security interest created by this Agreement. **For Buyers in Canada:** Buyer grants Seller a purchase money security interest in the items sold hereunder by Seller at any time, including all accessions thereof and all proceeds thereof (collectively, the Collateral") to secure the payment of the purchase price of such Collateral. Upon default in payment by Buyer of any invoice, all amounts owing by Buyer to Seller shall be immediately due and payable and Seller shall have the right to take possession of all Collateral and dispose of it in whole or in part.

SPECIAL PRODUCTS: Orders for special or modified products are non-cancelable.

LIMITED WARRANTY: Seller shall provide its then-current standard written warranty for the Product purchased which contains the sole remedies for breach of warranty. SUCH WARRANTY IS GIVEN EXPRESSLY AND IS THE ONLY WARRANTY GIVEN BY SELLER WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMITTED BY LAW, SELLER HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: IN NO EVENT SHALL SELLER BE LIABLE, IN CONTRACT, TORT, STRICT LIABILITY, OR UNDER ANY OTHER LEGAL THEORY, FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER IT WAS INFORMED ABOUT THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL SELLER'S LIABILITY EXCEED AN AMOUNT EQUAL TO THE SALES PRICE OF THE PRODUCTS. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW.

THE BUYER ASSUMES ALL RESPONSIBILITY FOR THE FINAL SELECTION, TESTING AND VALIDATION OF PRODUCTS PURCHASED FROM SELLER AND THE FITNESS OF SUCH PRODUCTS FOR THE BUYER'S APPLICATION.

RETURNED GOODS MINIMUM CHARGE: No material shall be returned to Seller without authorization. When credit is issued it will be at the price charged, or prevailing price, if lower, less handling charges based on costs of reconditioning, boxing, etc. Restocking charges will apply. Consult your product price catalog for specific returned goods charges.

MISCELLANEOUS: Prices are subject to change without notice and supersede all previous quotations.

Seller reserves the right to change or modify product design or construction without prior notice and without incurring any obligation to make such changes or modifications to products previously sold. In the event that any of the provisions of this agreement shall be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this document.

GOVERNING LAW/ DISPUTES: For Buyers in the U.S.A.: This agreement shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to its conflict or choice of law rules. The parties hereto agree that the application of the United Nations Convention on Contracts for the International Sale of Goods to this agreement does not apply and is strictly excluded. All disputes under these terms and conditions and all claims arising out of or related to this agreement shall be resolved by courts located in the Commonwealth of Massachusetts. The parties agree and consent to the exclusive jurisdiction and venue of the federal and state courts in the Commonwealth of Massachusetts, and Buyer waives any jurisdiction or venue defense otherwise available. **For Buyers in Canada:** This agreement shall be governed by the laws of the Province of Ontario without giving effect to its conflict or choice of law rules. The parties hereto agree that the application of the United Nations Convention on Contracts for the International Sale of Goods to this agreement does not apply and is strictly excluded. All disputes under these terms and conditions and all claims arising out of or related to this agreement shall be resolved by courts located in the Province of Ontario. The parties agree and consent to the exclusive jurisdiction and venue of the provincial courts in the Province of Ontario and the Supreme Court of Canada, and Buyer waives any jurisdiction or venue defense otherwise available.

ENTIRE AGREEMENT: This agreement contains the entire agreement between the Buyer and Seller with respect to the subject matter contained herein and supersedes any other prior agreements, whether in written or oral form. The terms and conditions contained herein may not be changed except in writing signed by an officer of Seller.

CONTRACT LANGUAGE: The parties acknowledge that they require that this Agreement be drawn up in the English language only. *Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langue anglaise seulement.*

Initials: _____ Date: _____