



**Dunbar Products, LLC.**  
**CREDIT APPLICATION**

Company Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ Shipping Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Are Orders Tax Exempt? \_\_\_\_\_ Tax Exemption Number \_\_\_\_\_

Type of Business \_\_\_\_\_ Year Established \_\_\_\_\_

Business is: \_\_\_\_\_ Corporation/ Where Incorporated \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship

Name and Position of Principal Partners, Officers or Owners \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Who is authorized to issue purchase orders \_\_\_\_\_ Estimated monthly purchases \_\_\_\_\_

Bank Name \_\_\_\_\_ Officer \_\_\_\_\_

Address \_\_\_\_\_ Account Number \_\_\_\_\_ Telephone \_\_\_\_\_

Trade Reference \_\_\_\_\_ Telephone \_\_\_\_\_

Trade Reference \_\_\_\_\_ Telephone \_\_\_\_\_

Trade Reference \_\_\_\_\_ Telephone \_\_\_\_\_

Trade Reference \_\_\_\_\_ Telephone \_\_\_\_\_

Attention is called to the GENERAL TERMS AND CONDITIONS OF SALES appearing on the reverse side of this page which shall be applicable, unless otherwise agreed to in writing, to all transactions between Dunbar Products, LLC. (herein called "Company") and the applicant hereunder also referred to as "Purchaser".

Signed By \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF SALES

- 1) In consideration of Dunbar Products, LLC., herein called "Dunbar", extending credit to the Applicant, Applicant agrees to pay Dunbar at their office at 1443 Wainwright Way, Suite 111, Carrollton, Texas, 75011, all indebtedness now or hereafter existing in accordance with the General Terms and Conditions of Sales. Unless otherwise indicated on invoice, terms of sale are net 30 days from invoice date. An interest charge of 1-1/2 % per month or the maximum rate allowed by the laws of the State of Texas will be charged on all unpaid balances over thirty (30) days past due date. All product is shipped FOB Dunbar plant, Carrollton, Texas, or shipping point.
- 2) Purchaser shall have thirty days (30) after receipt of product to inspect and reject the same as defective. Rejected product may be returned to Dunbar for evaluation by Dunbar as to its defective status at Dunbar's expense including transportation charges which may be incurred by Purchaser. Defective product rejected by Purchaser shall not be deemed a waiver of any right or remedy which the Dunbar may have as a result of or in connection with the existence of such defect or defects. Any shortages in shipments of product must be reported to Dunbar within 14 days of receipt of product.
- 3) Purchaser shall keep current with the Dunbar all information contained in this Credit Application i.e. change in control of Purchaser, change in banking facilities, commencement of insolvency proceeding by or against Purchaser.
- 4) Laws of the State of Texas shall apply to all transactions between Purchaser and Dunbar. Dallas County, Texas is the venue for any litigation between the Parties hereto and the Purchaser does hereby submit to the jurisdiction of the courts of Dallas County, Carrollton, Texas. In the event Dunbar shall resort to legal action to recover indebtedness due to it from Applicant, it shall be entitled to recover in addition to the indebtedness and appropriate interest, reasonable attorneys fees together with court costs.
- 5) Dunbar agrees to keep confidential all credit information furnished by Purchaser. By the execution of this Credit Application, Purchaser does authorize any entity named therein to furnish to Dunbar such information as to Purchaser which Dunbar may request.
- 6) Dunbar warrants that the product sold and shipped by it will be free from defects in product and workmanship and will conform to approved samples and/or specifications contained in Dunbar's product literature. The Dunbar's responsibility under any claim of Breach of Warranty shall be limited solely to the replacement at no charge of any product not so conforming. Dunbar shall have no responsibility for any consequential damages as a result of any claimed Breach of Warranty.
- 7) Dunbar shall not be responsible for late or failure to ship or deliver product purchased by Purchaser because of strikes, labor disputes, lockout, riot, insurrection, acts of God or the public enemy or other cause whether like or unlike the foregoing, if beyond the control of Dunbar affecting Dunbar or the supplier and/or manufacturer of the purchased product.
- 8) All returns by Purchaser to Dunbar, for any reason, must first receive a Return Merchandise Authorization (RMA) in advance, which must be clearly marked on the return shipment. Any returns without a RMA may be rejected by the Dunbar with no further recourse by the Purchaser.

Returns made by Purchaser to Dunbar, not due to defective parts or workmanship, will be subject to restocking fee. For custom, special order, assemblies or non-stocked shelf items, the restocking fee is 100% of the purchase price. For standard stocked items, the restocking fee is 25% of the purchase price.

Cancellation of purchase orders by Purchaser prior to shipment will be subject to a cancellation fee. For custom special order, assemblies or non-stocked shelf items, the cancellation fee is 100% of the purchase price. For standard stocked items, the cancellation fee is 25% of purchase price. For Purchaser to receive credit for a non-defective part, parts must be returned in a resellable condition, with no marking, labels, damage or changes to the parts or original packaging.
- 9) The failure of Dunbar to insist upon strict performance of any of the terms and conditions contained herein or to exercise any right or remedy(s) shall not be construed as a waiver of its rights to assert any of the same or to rely on any such terms or conditions at any time thereafter.
- 10) The invalidity in whole or in part of any term or condition contained herein shall not affect the validity of any other part hereof.
- 11) These are the only terms and conditions that will apply to orders between Purchaser and Dunbar. No other terms and conditions will apply unless specifically agreed to in writing by an officer of Dunbar and Purchaser.
- 12) Dunbar reserves the right at its sole discretion to establish credit limits for the Purchaser based on performance of the Purchaser, credit information supplied to Dunbar by Purchaser, credit information supplied to Dunbar by credit references of the Purchaser or other sources Dunbar chooses to accept. Dunbar may cease shipments of product to the Purchaser without any recourse by Purchaser for any credit reasons including chronic late payments, credit limits, changes of credit status, or other credit related matters.