



Tube & Coil Products, Inc.

Heat Transfer Specialists

7 Hamden Park Drive

Hamden, CT 06517

Ph: (203) 288-6941

Fax: (203) 281-7368

Credit Contact: Dan Orłowski

E-Mail: DanO@jfdcoil.com

Credit Application & Agreement

1. Company Information

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Ship To Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ Fax: (____) _____

Accounts Payable Contact: _____ E-Mail: _____

Purchasing Contact: _____ E-Mail: _____

DOES YOUR COMPANY ACCEPT EMAILED INVOICES? IF YES, EMAIL ADDRESS: _____

Yes No

2. Ownership Information

Type of Ownership (check that which applies)

Sole Proprietorship _____ **LLC** _____ **Partnership** _____ **Corporation** _____

State of Legal Registration _____

Year that Business Opened _____ Number of Years in Business Under Current Management _____

Dunn & Bradstreet Rated (check one)? No Yes "Number" _____

Federal Employer ID# _____ Sales Permit# _____

List All Owners, Partners and/or Officers

Name _____ Title: _____

Ph: (____) _____ E-Mail: _____

Name _____ Title: _____

Ph: (____) _____ E-Mail: _____

Name _____ Title: _____

Ph: (____) _____ E-Mail: _____

3. References

Bank Information

Bank Name: _____

Bank Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ Fax: (____) _____

Account Number: _____ Contact Name: _____

Trade References

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ Fax: (____) _____

Accounts Receivable Contact: _____ E-Mail: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ Fax: (____) _____

Accounts Receivable Contact: _____ E-Mail: _____

4. Terms and Conditions of Sale

Acceptance and Binding - All purchase orders are subject to acceptance by JFD, and JFD shall have no liability until and unless the order(s) have been accepted. Clerical errors are subject to correction. JFD will not be bound by any representations or warranties which are not expressly set forth in writing by an officer of JFD.

Terms of Payment and Credit Approval - Terms of payment shall be as stated in the Order Acknowledgment. In the event payment is not made promptly when due, the Buyer agrees to be responsible for all costs incurred by JFD to obtain payment, including but not limited to attorneys' fees, court costs, collection agency fees, etc. Shipment of the products set forth in the Order Acknowledgment shall at all times be subject to the approval of JFD's credit department. JFD may at any time decline to make any shipment except upon receipt of payment or security, or upon terms and conditions satisfactory to JFD.

Prices and Taxes - All prices and quotations are valid for 30 days unless otherwise stated. Prices are quoted F.O.B. shipping point unless otherwise stated. Prices set forth in the Order Acknowledgment are exclusive of all applicable taxes. Whenever applicable, any taxes will be added to the Invoice as a separate charge to be paid by the Buyer.

Shipment - Shipping dates on the Order Acknowledgment are approximate, and may depend upon prompt receipt of drawing and data approval from Buyer. JFD shall have no liability for delays in delivery unless a guaranteed ship date applies. In the event a guaranteed ship date is delayed, terms of payment and invoice amounts shall be negotiated between JFD and the Buyer. All shipments are made at Buyer's risk. Method of shipment is at JFD's discretion, unless Buyer supplies explicit instructions that are acceptable to JFD. If JFD is prepared to make shipment, and Buyer delays delivery without prior consent from JFD, terms of payment shall apply as though delivery had been effected as of the date that JFD was prepared to make shipment.

Cancellation and Change Orders - Once an Order Acknowledgment has been issued, the order shall not be subject to cancellation unless cancellation charges are borne by Buyer for all work done by JFD, and for any obligations incurred by JFD associated with the order. Acceptance of change orders are subject to price renegotiation. Shipment schedule changes requested by Buyer are subject to renegotiation of price and terms of payment, at JFD's discretion.

Indemnity - All claims must be made in writing to JFD within ten (10) days after Buyer becomes aware of an incident. Buyer agrees to hold JFD harmless from any and all liability, and to pay all costs and attorney's fees, for injury or damage to persons or property caused in any manner by material covered by the Order Acknowledgment while in the possession or under the control of the Buyer or Buyer's successor(s) in interest. If a claim is based on information provided by Buyer or if the design for an item is specified in whole or in part by Buyer, Buyer shall defend and indemnify JFD for all costs, expenses or judgments resulting from any claim that such item infringes any patent, trademark, copyright, trade secret, or any similar right. No actions arising out of the sale of material or products covered by the Order Acknowledgment, other than an action by JFD to recover the purchase price of such material or products, may be brought by either party more than two (2) years after the cause of action occurs.

Force Majeure - JFD shall not be liable for any delay in the execution of the Order Acknowledgment, or in the delivery or shipment of goods, or for any damages suffered by Buyer or its customers by reason of such delay, if such delay is, directly or indirectly caused by, or in any manner arises from: fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortages of labor, fuel, power, materials, or supplies, transportation delays, or any other cause beyond JFD's control.

5. Acceptance **MUST BE SIGNED EVEN IF YOU SUPPLY YOUR OWN REFERENCE SHEET.**

All sales to the Buyer are subject to the Terms and Conditions set forth on this application for credit. By signing below, I do hereby certify that I understand and accept the Terms and Conditions stated above. Furthermore, that all the information contained herein is true and complete, to the best of my knowledge.

Signed: _____ Title: _____

Printed Name: _____ Date: _____



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- _____ # _____ †

Release of Information

In accordance with many Bank and Company policies, JFD Tube & Coil Products, Inc. must have written permission to obtain the pertinent account information necessary to extend credit to your company.

By signing below, you indicate that you hereby authorize JFD Tube & Coil Products, Inc. permission to obtain credit information from said Bank/Company, solely for the purpose of extending credit to your company.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature: _____

Title: _____

Printed Name: _____

Date: _____