

Please complete form and return to Toolmex Industrial Solutions via fax, email or mail.

Fax 508-650-1788

E-mail: credit.apps@toolmex.com

Mail: Toolmex Industrial Solutions

1075 Worcester Street, Natick, MA 01760



MACHINE BUSINESS UNIT
Credit Application

Company Name _____ Date _____

Shipping Address _____

Mailing Address _____

All invoices will be sent via e-mail. Please provide the following:

Accounts Payable Contact and Email Address _____

Telephone _____ Fax _____

If Division or Subsidiary, Name of Parent Company _____ Credit Limit Requested _____

Year Established _____ President _____

Bank Reference _____ Telephone _____

Address _____ Fax _____

Account No. _____ Account Representative _____

Trade References

Company Name _____ Telephone _____

Address _____ Fax _____

Company Name _____ Telephone _____

Address _____ Fax _____

Company Name _____ Telephone _____

Address _____ Fax _____

IMPORTANT NOTE: We will be unable to process this application unless it is completed in its entirety.

Applicant's signature below attest financial responsibility, ability and willingness to pay Toolmex Industrial Solutions' invoices in accordance with the terms stated below:

Should it ever become necessary to assign the account balance to a collection agency or to an attorney due to payment default, all subsequent collection charges and legal fees shall be paid by the applicant. Credit card payments may be used to retire a past due balance. Any arrangements made outside of the terms should be in writing and signed by both the Applicant and the Creditor.

Please read the following Terms and Conditions of Sale.

Authorized Signature _____ Date _____

(Signature of Authorized Officer)

Print Name _____ Title _____

Please fax this application completed in its entirety to 508-647-1079 and mail original to - Toolmex Industrial Solutions, 1075 Worcester Street, Natick, MA 01760.

Bank Release Authorization



I have requested open account status with Toolmex Industrial Solutions. I authorize you to release the information required concerning our banking relationship.

Respectfully,

Authorized Signature

Title

Company Name

Date

These Terms and Conditions shall apply to the agreement resulting from Buyer's acceptance (as defined in Article 1 below) of Seller's Quotation, hereinafter referred to as "the Agreement". The machinery and equipment of the description and quantity stated in the Quotation are referred to hereinafter as "the Goods". The terms "the Goods" also refers to any single item of such Goods, any part of any Goods and any repair or replacement Goods or part thereof. PURCHASE OF ANY GOODS FROM TOOLMEX CORPORATION, MACHINERY DIVISION SHALL BE SUBJECT TO THESE TERMS AND CONDITIONS.

Article 1. Acceptance

Buyer's acceptance or purchase order must be received by Seller in writing. Any terms or conditions appearing in Buyer's purchase order or acceptance either in addition to the terms and conditions herein set forth or modifying such terms and conditions shall not be a part of the Agreement and shall be of no effect unless specifically accepted in writing by Seller. In any event, delivery by Seller and acceptance by Buyer of any Goods shall constitute acceptance by Buyer of Seller's Quotation and Seller's terms and conditions. The Goods as stated in the Seller's Quotation are subject to prior sale unless a different expiration date is confirmed in writing by Seller.

Article 2. Terms of Payment

Net payment in full on all invoices is due thirty (30) days after shipment, (partial shipment permitted) provided that satisfactory credit is established with Seller. Any invoice unpaid more than thirty days after shipment shall be considered overdue and bear interest of one and one half percent per month on the unpaid balance. Each shipment shall be considered a separate and independent transaction and payment for each shipment shall be subject to the requirements of this Article 2.

Article 3. Delivery And Risk of Loss

A. Delivery shall be made F.O.B. Seller's stated shipping point, Seller shall have the right to select the carrier unless the carrier is designated by Buyer. All Shipments are collect unless otherwise agreed in writing. If shipped prepaid, Buyer shall reimburse Seller for the cost of the transportation of the Goods and for any insurance. Such reimbursement shall be made upon receipt of an appropriate invoice. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery, not a guarantee of a particular day of delivery.

B. Title and risk of loss shall pass to the Buyer upon delivery of the Goods by the Seller to the carrier.

Latin American export orders are shipped EX-WORKS-Natick, MA or EX-WORKS, Schaumburg.

Article 4. Force Majeure

Seller shall not be liable for any expense, loss or damage resulting from any delays in performance or inability to perform caused by acts of God, Acts (including delays or failures to act) of any civil or military authority, domestic or foreign, irrespective of whether valid, wars, insurrections, sabotage, riots, embargoes, fires, storms, floods, accidents, strikes, work stoppages, major equipment breakdowns, shortages of cars, fuel, labor or material, laws, ordinances, rules and regulations of any government, domestic or foreign, whether valid or invalid (including, but not limited to, priorities, requisitions, and allocations), acts of omission of the Buyer, or any other act or occurrence, whether similar or dissimilar to the above mentioned acts or occurrences, beyond Seller's reasonable control. If any such acts, omissions, or occurrences delay but not prevent, Seller's performance, the time for performance shall be extended for a period of time necessary to overcome the effect of the delay; provided that if the total time lost by reason of acts or omissions of Buyer exceed sixty (60) days, Seller may, in addition to all other rights it may have, terminate the Agreement upon ten (10) days notice to Buyer. If due to any contingency described in this paragraph Seller is unable to supply all Goods to be provided hereunder, Seller shall have the right to allocate its available supply among its customers in a fair and equitable manner. In no event shall Seller be obligated to purchase Goods or component parts thereof from sources other than its normal sources of supply in order to enable it to deliver Goods to Buyer hereunder. If any act or occurrence referred to herein affects the ability of any Seller's Suppliers to perform, the same shall be deemed to be an act so affecting Seller.

Article 5. Prices

A. Prices quoted are subject to change without notice unless confirmed in writing by Seller in Order Confirmation.

B. The amount of any present or future sales, use, excise, privilege, occupation, property or similar tax applicable to the manufacture, transfer, sale, use or other disposition of the Goods (other than taxes on the income of Seller) is excluded from the sale price and shall be paid by the Buyer. If any such taxes are imposed upon, or required to be collected by Seller, Buyer shall promptly pay Seller the amount thereof within ten (10) days of receipt of an appropriate invoice therefore.

C. Prices are subject to change at any time by Seller in the event of any change in the Buyers requirements or the Terms and Conditions of Seller's Quotation.

D. The prices quoted herein do not include the cost of insurance for any liability disclaimed or limited in these Terms and Conditions.

Article 6. Installation

At Buyer's request, Seller will supply, at Buyer's expense a service engineer to supervise setting up and demonstrating the operation of the Goods. All costs incident to the erection and installation of the Goods shall be borne by the Buyer. Additional or special services will be quoted on request.

Article 7. Drawings

A. Any drawings or catalogs furnished with Seller's Quotation are submitted only to show the general style, arrangement and approximate dimensions of the Goods and are not binding on the Seller except as expressly so stated by the

Seller. Buyer shall not incur any expense or perform any work in reliance on such drawings or catalogs except at Buyer's sole risk and expense. Foundation or assembly drawings certified by Seller will be furnished when required, after the acceptance of Seller's Quotation.

B. All working drawings or other materials provided by the Seller are for informational purposes only and the specifications Contained therein are not binding on the Seller except as expressly so stated by Seller. The Seller reserves the right to make, at any time, changes in detail or design or construction of its machinery and to substitute other suitable materials. Any proposal, prints, brochures, drawings or other information furnished to Buyer by Seller are intended for confidential use by the Buyer, shall remain the property of Seller, and shall not be disclosed to others or otherwise used to Seller's detriment.

C. At the request of Seller, and in any event upon the expiration of Seller's Quotation, such prints, brochures, drawings and other information shall be returned to the Seller.

Article 8. Warranty

A. Seller warrants to Buyer that Seller has good title to the Goods and that the Goods will be delivered free of defects in material and workmanship. All Claims under these warranties must be brought to the attention of Seller within twelve (12) months of the date of delivery or be deemed waived or forever barred. Seller's obligation under its warranty of materials and workmanship is limited to repair or replacement (including modifications or additions) of such Goods. The choice of repair or replacement shall be made by Seller.

B. (1) if Seller elects to repair the Goods, Seller may elect to perform the repairs at the Buyer's plant if Buyer so requests, otherwise Buyer shall, at its expense, deliver the Goods to the location selected by Seller for making repairs. If Seller elects to repair the Goods, delivery of the Goods to be repaired shall be made f.o.b. Seller's place of repair, and Buyer shall pay for all costs of shipment including any insurance, from such point of repair. Title and risk of loss to any Goods being repaired shall remain with Buyer at all times during the correction period wherever the repair takes place.

(2) if Seller elects replacement, Seller shall have the option of taking title to and possession of any or all of the Goods so replaced. If Seller elects to take title to and possession of such Goods, Buyer shall deliver such Goods to Seller's shipment point at Buyer's expense. Delivery of any replacement Goods to Buyer shall be made f.o.b. Seller's shipment point, and Buyer shall pay for all costs of shipment, including any insurance, from such shipment point.

(3) in connection with the repair or replacement of any Goods, removal and reinstallation of such Goods shall be performed by buyer at its expense.

(4) Repaired or replacement Goods will be subject to the same warranties, the same conditions, and the same remedies provided for the Goods so repaired or replaced, provided not to exceed the remaining period of original warranty as described in Article 8, Item A, or parts warranty as described in Article 8, Item B.

(5), whichever is longer.

(6) The repairs or replacement parts are warranted 90 days from date of service or delivery of the parts, unless machine warranty will be effective for a greater period of time.

C. Conditions Applying to Warranty. The foregoing warranty of material and workmanship is conditional upon the Goods being received, unloaded, stored, handled, installed, maintained and operated in accordance with all operating and maintenance instructions set forth in the manuals and instruction sheets furnished by the Seller. It shall not be applicable in the event that failure to meet the warranty is the result in whole or in part of the acts or omissions of persons other than Seller, accident, alteration, abuse or misuse of the Goods.

D. Exclusivity of Warranties and Remedies

(1) THE EXPRESS WARRANTIES AND THE REMEDIES PROVIDED FOR THE BREACH THEREOF SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY) SHALL APPLY. NOR SHALL ANY OTHER REMEDY FOR BREACH OF WARRANTY BE AVAILABLE.

(2) IT IS EXPRESSLY UNDERSTOOD THAT MANUALS AND INSTRUCTION SHEETS ARE FURNISHED SOLELY FOR BUYER'S CONVENIENCE AND SELLER MAKES NO WARRANTY WHATEVER WITH RESPECT TO THE ADEQUACY OR ACCURACY OF ANY INFORMATION CONTAINED THEREIN. Specifications regarding tolerances, productivity, accuracy and other matter are descriptive, unless expressly stated as warranties. Seller makes no warranty with respect to auxiliary equipment and components purchased from others and furnished by it, and such items are warranted only to the extent of the warranties of the original manufacturer or supplier.

Article 9. Limitation of Liability

A. Seller's total liability to Buyer for all claims of any kind, whether based on contract, tort (including negligence) or otherwise, for any loss or damage arising out of Connected with or resulting from, the performance or breach of the Agreement shall in no case exceed the total price paid by Buyer for the Goods sold under the Agreement. In all cases where Buyer's claim involves defective Goods or damage resulting therefrom, Buyers exclusive remedies and Seller's sole liability whether based upon contract tort (including negligence) or otherwise shall be as specifically provided in Article 8. Seller's liability for any claims arising out of connected with or resulting from the performance or breach of the Agreement other than those claims covered by the preceding sentence shall be limited to specifically identified written claims as to which Buyer has given Seller notice prior to the expiration of the period set forth in the second sentence of paragraph A of Article 8 for bringing claims under the warranties therein contained. In applying the monetary limitation of Seller's total liability any damages paid to Buyer by Seller as well as any costs incurred (as determined in accordance with Seller's normal accounting practices) and settlements made by Seller under Article 8 or any other provision of the Agreement shall be credited against Seller's total liability to buyer. B. In no event, whether as a result of breach of contract, tort liability (including negligence) or otherwise, shall Seller be liable to Buyer for any special, indirect, incidental or consequential damages of any nature, including, but not limited to, any such losses or damages caused by reason of unavailability of, or defects in the Goods or any manual or instruction sheet, or by reason of unavailability of any plant or equipment with which they are to be used including, but not limited to, loss of profits or revenue, inventory or use charges, cost of purchased or replacement equipment or machinery, cost of capital or claims of customers. In no event shall Seller be liable to Buyer for any damage to or loss of Goods during shipment or for any damages incurred by Buyer as a result of such damage or loss.

C. The provisions of this Article and of other Articles of these Terms and Conditions providing for limitation of or protection against liability of Seller shall also protect its Suppliers and shall apply to the fullest extent permitted by law and regardless of fault and shall survive either termination or Cancellation pursuant to these Terms and Conditions as well as the

Completion of the undertakings hereunder. As used herein the term "Supplier" means any seller, subcontractor or other person who supplies materials, equipment, labor, information or services to Seller in connection with furnishing the Goods or any manual or instruction sheet.

D. The provisions of this Article shall apply notwithstanding any other provisions in these Terms and Conditions.

E. The provisions of these Terms and Conditions providing for limitations of and protection against Seller's liability shall apply to and be deemed incorporated (without any further reference thereto) in any separate orders or contracts between the parties for spare, renewal or replacement parts for the Goods furnished by Seller hereunder.

Article 10. Patents

A. If any suit or proceeding is brought against Buyer based on a claim by a third party that Goods sold under the Agreement infringe any valid United States patent Seller shall defend, or may settle at its expense, such suit or proceeding, providing that Seller is notified promptly in writing and is given all necessary authority, information and assistance and provided the manufacture of such Goods itself infringes the claim of such patent. Seller shall not be responsible for any settlement of such suit or proceeding made without its written authorization. In case any Goods are in such suit held to constitute an infringement, Seller shall, at its expense and option, either (I) procure for Buyer the right to continue using such Goods; (II) replace such Goods with equivalent non-infringing Goods; (III) modify the Goods so as to render them non-infringing, or (IV) pay Buyer a sum equal to the then unexpended portion of Seller's maximum liability under the Agreement as specified under Article 9 hereof. The foregoing states the entire liability for patent infringement in respect of the Goods. Seller assumes no liability for patent infringement in respect of furnishing any manual or instruction sheet to Buyer's use thereof.

B. The provisions of paragraph A of this Article shall not apply (I) to any Goods specified by Buyer or manufactured to Buyer's design; or (II) to claims based upon the use of the Goods, either alone or in combination with any other equipment, materials or goods not furnished to Buyer by Seller as part of this transaction. As to any such goods or as to any such use Seller assumes no liability whatsoever for patent infringement and Buyer will indemnify and hold Seller harmless against any infringement claims arising therefrom.

Article 11. Product Liability

A. Buyer shall use and shall require its employees to use all safety devices, guards, and proper safe operating procedures as set forth in manuals and instruction sheets furnished by Seller. Buyer shall not remove or modify any such device or warning sign.

B. Buyer is solely responsible for operating or using the Goods in compliance with applicable safety and environmental laws and regulations.

C. Buyer agrees to indemnify and save Seller harmless from any claims for loss or damage to persons or property suffered or incurred directly or indirectly in connection with the operation of the Goods or resulting from or related to Buyer's failure to strictly observe each of its obligations pursuant to paragraphs A and B of this Article. Buyer is solely responsible for operating or using the Goods in compliance with applicable safety and environmental laws and regulations.

D. Buyer shall notify Seller promptly and in any event within 30 days of any accident or malfunction involving the Goods which results in personal injury or damage to property and shall cooperate fully with Seller in investigating and determining the cause of such accident or malfunction. In the event that Buyer fails to give such notice to Seller and so cooperate, Buyer agrees to indemnify and save Seller harmless from any claims arising from such accident or malfunction.

Article 12. Security Interest

Until payment is received in full for Goods sold and/or delivered on consignment, Seller shall retain security interest in the Goods hereunder and in the proceeds thereof and the Buyer hereby authorizes Seller to execute on Buyer's behalf a standard financing statement setting forth Seller's security interest to be filed under the applicable filing provisions of the Uniform Commercial Code of the State in which the Goods are located. Upon Seller's request, Buyer shall promptly execute such financing statement.

Article 13. Cancellation

The agreement may not be cancelled by Buyer without Seller's written consent. Seller requires payment of reasonable cancellation charges as a condition of cancellation.

Article 14. General

A. Assignment

The provisions of the Agreement shall bind and inure to the benefit of the successors and assigns of the parties; provided, however, that any purported assignment of the rights or obligations of Buyer without the written consent of Seller shall be void.

B. No Third Party Beneficiaries

The provisions of the Agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein with respect to Seller's Suppliers.

C. Waiver of Breach or Default

Waiver by either party of any breach or default by the other shall not be deemed a waiver by such party of any other breach or default.

D. Contract Amendments

No waiver, alteration or modification of any terms or condition of the Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound thereby. Seller has designated its Vice President Commercial Operations to sign such in writing.

E. Entire Agreement

These Terms and Conditions, along with the terms of Seller's Quotation state the entire agreement between the parties with respect to the subject matter hereof. All previous and collateral agreements, representations, warranties, promises and conditions of sale are hereby superseded. Any representation, promise or condition not incorporated in these Terms and Conditions or terms of Seller's Quotation shall not be binding on either party.

F. Notices

All notices required or permitted to be given under the Agreement shall be in writing and shall be deemed given when received. No notice shall be deemed properly given to Seller unless either delivered in person, mailed by registered or certified United States mail, postage prepaid, or sent by Western Union Telegraph or fax to seller at its address set forth below.

Toolmex Industrial Solutions

1075 Worcester Road, Natick, MA 01760

508-653-8897

G. Law Governing All rights and obligations under the Agreement and these Terms and Conditions shall be construed under and governed by the laws of the State of Massachusetts.

Please Initial _____