



# SAMSON

## New Account & Credit Application

Please complete this form and return it by email to [ar-us@samsongroupna.com](mailto:ar-us@samsongroupna.com) or fax to 281-946-5810.

**Full Legal Company Name and Address:**

**Billing Address (If different):**

Telephone :  
Telefax :  
Email :  
Federal ID :

**Type of Company:**  
**D&B (If available):**  
**SIC or NAICS Code:**

**(Attach Form W-9)**

Value of Initial Order :  
Estimated Annual Business :  
Year Business Established :  
Building – Lease/Owned :  
Number of Employees: :  
Controller or Accts. Payable Contact: Tel :  
Email:  
Electronic Invoice Delivery Email:

Bank Name / Contact / Account No:

Trade Credit References: Please include complete mailing address and Contact information:

- |             |             |
|-------------|-------------|
| 1.          | 2.          |
| Tel:        | Tel:        |
| Fax/Email : | Fax/Email : |
| 3.          | 4.          |
| Tel:        | Tel:        |
| Fax/Email : | Fax/Email : |

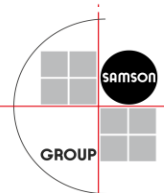
**I/we affirm that the above information, given for the purpose of obtaining credit, is true and correct.**

### **Payment Terms: Net 30 Days**

**Should credit be granted, I/we confirm the understanding of our terms and conditions and agree to abide by them.**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**Exempt from Sales Tax: Yes/No – If Yes, please attach the Sales Tax Exemption certificate. If No, ALL sales are subject to Sales Tax.**



## TERMS AND CONDITIONS OF SALE

1. **Purchasing Agreement:** Samson Controls Inc. (Samson Controls) agrees to sell to the person specified herein ("Buyer") and the Buyer agrees to purchase, the products, equipment and parts relating thereto which are specified herein ("Goods"), upon the terms and conditions outlined on the front and back of this document.

2. **Quotations:** Unless otherwise stated, Samson Controls' quotation shall be null and void unless accepted by Buyer within 30 days from the date shown on the quotation.

3. **Pricing:** Prices are EXW-Incoterms 2000 Samson Controls' s plant. Buyer will pay in addition to the stated price, all charges for transportation, freight, drayage and rigging of the Goods and all taxes howsoever designated, levied or based on the purchase price of the Goods or their use, including federal, state and local, excise, sales, use or property taxes, and/or duties imposed on such sale.

4. **Terms of Payment:** Unless otherwise indicated on the front page of the invoice. Invoices are payable within 30 days of the invoice date. If Samson Controls has granted Buyer a discount regarding the Goods and Buyer delays payment, Buyer shall, at Samson Controls' s option, pay as liquidated damages and not as a penalty an amount equal to the price of the Goods as if no such discount had been granted plus interest pursuant to this clause. In the case of delay in payment, Samson Controls may charge Buyer interest on the overdue amounts including all amounts due pursuant to this clause from the date such amount became due at the maximum rate of interest allowable under Texas law.

5. **Risk:** All risk regarding the Goods including, without limitation, risk of loss, theft, damage or destruction, shall pass to Buyer upon delivery of the goods by Samson Controls to a carrier. The carrier shall be the agent of buyer.

6. **Manner of Transportation and Delivery Date:** Unless otherwise specified by Buyer, Samson Controls may ship in any manner convenient to Samson Controls. The delivery date quoted by Samson Controls is its best estimate and is based upon the conditions in its works at the time of quotation, and therefore such date shall be interpreted as being estimated and time shall not be of the essence regarding such date.

7. **Delay by Buyer:** Buyer may not delay delivery of the Goods without Samson Controls' s consent and Buyer agrees to pay all costs including any storage expenses such delay imposes on Samson Controls. If delivery of the Goods is delayed by Buyer without Samson Controls' s consent, payment in full of the purchase price for such Goods shall become due when Buyer is notified that such goods are ready for delivery and the Goods shall thereafter be held at Buyer's risk.

8. **Intervening Events:** Samson Controls shall not be liable for delay or failure in performance resulting from acts beyond the control of Samson Controls, including but not limited to, strikes or labor or industrial disturbances, civil disturbances, acts, orders, legislation, regulations or directives of any governmental or other public authorities, acts of public enemies, riots, sabotage, blockade, embargoes, shortages of labor, materials and suppliers, delays of suppliers, lightning, earthquakes, fire, storms, hurricanes, floods, washouts, explosions and acts of God.

9. **Set-Offs:** Unless otherwise agreed by Samson Controls, Buyer will not have the right to claim compensation or to set-off against any amounts which become payable to Samson Controls herein or otherwise. If Samson Controls agrees to recognize such a claim, the obligation of Buyer to pay interest in accordance and otherwise comply with clause 4 hereof shall not be affected.

10. **Warranty:** Samson Controls warrants the Goods, so far as the same have been manufactured by it, to be free from defect in material and workmanship. Should any part of the Goods be found under normal use and service within 1 year after date of shipment from Samson Controls to have been detected when shipped. Samson Controls' s sole obligation will be to repair or replace said part at Samson Controls' s plant. All repaired and/or replaced parts are warranted to be free from defects in material and workmanship under normal use and service for a period of 90 days from the date that the repaired or replaced parts are shipped from the plant, or until the termination of the original warranty, whichever is longer. Buyer shall pay the costs of removal and installation of the defective part and costs of transportation and insurance to and from Samson Controls' s plant. Samson Controls must be informed in writing without delay of any such defects which are detected. Parts which have been replaced become the property of Samson Controls. Samson Controls shall in no event be liable for changes, alterations, attachments, repairs or modifications unless made with its written approval. Samson Controls' s warranty hereunder shall not apply if the Goods have not been installed and/or operated in accordance with Samson Controls' s instructions or good industry practices. Buyer is in default of its obligations hereunder, the Goods have been damaged by misuse, negligence or accident, or Buyer fails to use supplies of material meeting Samson Controls' s specifications. Goods purchased by Samson Controls from other manufacturers are covered only by the express warranties of such manufacturers to the extent assignable by Samson Controls. The foregoing warranty is expressly in lieu of any and all other representations, warranties or conditions, expressed or implied, including, without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose (whether used singly or in combination with other machinery and material or as a system or part thereof) and those arising by statute or otherwise in law or from a course of dealing or usage of trade.

11. **Limitation of Remedies:** The entire liability of Samson Controls and its affiliated companies and Buyer's exclusive remedy shall be as follows. With respect to any claim concerning performance or nonperformance by Samson Controls pursuant hereto, or in any other way related to the subject matter hereof or any claim for breach or default by Samson Controls and/or its affiliated companies. Buyer's exclusive remedy shall be the recovery of its direct damages but only to the limit set forth in this clause. The limitation shall apply whether or not the alleged breach is a breach of condition or fundamental term or a fundamental breach, or the alleged breach is caused by the presence of Samson Controls' s employees or agents on Buyer's premises. The liability of Samson Controls and its affiliated companies for damages to Buyer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to Buyer's direct damages and shall not exceed the amounts paid by Buyer for the Goods. In no event will Samson Controls and/or its affiliated companies be liable for or Buyer have a remedy for the recovery of any special, indirect or consequential damages even if Samson Controls and/or its affiliated companies have been advised of the possibility thereof including, but not limited to, lost profits, lost revenues, inconvenience, loss of time, failure to realize expected savings, or other commercial or economic losses of any kind.

12. **Failure to Pay:** If Buyer fails to make payment when due, the entire purchase price for all delivered Goods shall immediately become due and payable. Samson Controls may refuse to perform any further obligations hereunder and all warranties and obligations regarding the Goods shall automatically terminate.

13. **Retention of Title and Security Interest:** Until the purchase price for the Goods is paid in full, Samson Controls shall retain all property rights in, ownership of, and title to the Goods and Buyer hereby grants to Samson Controls a security interest in the Goods together with all proceeds there from as security for the performance and payment of the said purchase price. Value has been given and the security interest hereby created shall attach to the Goods when Buyer has rights in the Goods.

14. **Insurance:** Buyer shall insure and shall keep insured the Goods against loss or damage by fire and other usual perils to the full insurable value thereof and Buyer hereby assigns to Samson Controls

all monies which may become payable under any such policy of insurance; and Buyer shall cause all such policies to contain a standard mortgage clause acceptable to Samson Controls.

15. **Documentation and Applicable Rights:** At the request of Samson Controls, Buyer will join with Samson Controls in executing such additional security agreements, financing statements for public filing, or other documents to secure Samson Controls' s interest in the Goods to its satisfaction. Buyer authorizes Samson Controls to file, in jurisdictions where this authorization will be given effect, financing statement(s) signed only by Buyer. Samson Controls shall have all the rights and remedies allowed by law of the jurisdiction which governs this agreement, and, in those jurisdictions which have adopted the Uniform Commercial Code or its equivalent providing for a retention of a security interest to secure payment for goods sold or financed, Samson Controls shall have the rights and remedies of a secured party under the Act Code or its equivalent providing for a retention of a security interest to secure payment for goods sold or financed, legal title with right of possession upon default to all Goods shall remain in Samson Controls until the full purchase price has been paid to Samson Controls and Buyer shall be liable for any deficiency. Buyer hereby grants to Samson Controls a Security Interest in the goods, which is collateral described in Invoice or Order Acknowledgement. Buyer authorizes Samson Controls to prepare and file an initial Financing Statement, and amendment thereto adding collateral, without the necessity of Buyer signing any Financing Statement prepared by Samson Controls.

16. **Repossession:** If Buyer defaults in its performance hereunder or if a petition in bankruptcy shall be filed by or against Buyer or Buyer shall be adjudicated a bankrupt or be or become insolvent or shall have made an assignment for the benefit of creditors or shall take advantage of any law for the benefit of debtors or if any action is commenced against buyer to cause its assets to be placed under trusteeship or receivership or liquidated for the benefit of creditors or if Buyer voluntarily or by operation of law shall lose control of the operation of its business, then upon any of the foregoing defaults Buyer will, at the request of Samson Controls, assemble the Goods and make it available to Samson Controls at Buyers place of business or at such other place as is designated by Samson Controls which is reasonably convenient. Subject to the provisions of the applicable Uniform Commercial Code or its equivalent providing for the retention of a security interest to secure payment for goods sold or financed, any requirements of reasonable notice by one party to the other shall be met if such notice is mailed by regular post, to the parties' principal place of business, at least five days before the time of the event or contemplated action set forth in the notice. Buyer agrees to pay all expenses of retaking, holding, preparing for sale, selling, and reasonable legal fees and all expenses of any nature allowed by law incurred by Samson Controls in enforcing any of the rights granted to Samson Controls. Upon any such default, Buyer authorizes Samson Controls to enter upon the premises at any time to repossess the Goods and hereby waives all rights and claims for trespass or conversion or damages in any manner thereby caused by Samson Controls. Buyer, is a corporation hereby waives any statutory restriction affecting the rights and remedies of Buyer referred to in this document.

17. **No Rejection by Buyer:** Buyer must accept all Goods tendered under this agreement. Under no circumstances is Buyer permitted to reject Goods tendered or to return Goods without Samson Controls' s prior written consent.

18. **Specification:** Weight, dimensions, and other specifications set forth in sales literature are subject to change unless otherwise certified in writing by Samson Controls. Samson Controls may, without affecting its obligations under sales or purchase order, make changes in the specifications of the Goods delivered under a sales or purchase order from those contained in sales literature.

19. **Entire Agreement and Amendment:** This Agreement, together with the agreements or other documents to be delivered pursuant hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior formal and informal agreements, proposals, promises, inducements, representations, conditions, warranties, understandings, purchase or sales orders, negotiations and discussions, whether oral or written, of the parties. No waiver, change, amendment, discharge of, or addition to, any term or condition hereof, shall bind Samson Controls unless made in writing and signed by the President of Samson Controls and without limitation, no terms or conditions which may be contained in Buyer's order form shall bind Samson Controls unless such order form is signed by the President of Samson Controls.

20. **Time for payment of Essence:** Time for payment by Buyer shall be of the essence.

21. **Rights Cumulative:** No right or remedy of Samson Controls hereunder shall be deemed to be exclusive of any other right or remedy hereunder and Samson Controls shall be entitled to exercise such rights or remedies, separately or cumulatively.

22. **No Assignment:** Neither this Agreement nor any right granted hereby is assignable by Buyer without Samson Controls' s prior written consent.

23. **Severability:** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, in any jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validating or enforceability of such provision in any other jurisdiction.

24. **Governing Law:** This Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the State of Texas. Any and all disputes arising under this Agreement, whether as to interpretation, performance or otherwise, shall be subject to the jurisdiction of the courts of Harris County, Texas and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the Courts of such State.

25. **Language:** it is the express wish of the parties that Agreement and any related document be drawn up in the English language.