

**CREDIT APPLICATION**

**Lapp Tannehill, Inc.**  
8675 Eagle Creek Parkway  
Savage, MN 55378

P: 952.881.6700  
800.633.6339  
F: 952.881.0743  
www.lapptannehill.com

Legal Business Name: \_\_\_\_\_

D/B/A Name: \_\_\_\_\_ D&B # \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Officer or Partner Name: \_\_\_\_\_ Position: \_\_\_\_\_

How long in Business? \_\_\_\_\_ Years Individual: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_

Accounts Payable Primary Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

A/P Contact Email address: \_\_\_\_\_ Fax #: \_\_\_\_\_

Would you like invoices emailed? YES: \_\_\_\_ NO: \_\_\_\_ Email address for Invoicing: \_\_\_\_\_

Would you like information on making electronic (ACH) payments? YES: \_\_\_\_ NO: \_\_\_\_

Have you had an account with Lapp Tannehill, Inc. previously? YES: \_\_\_\_ NO: \_\_\_\_

Name, address and telephone number of account, if YES: \_\_\_\_\_

Are your purchases exempt from sales and use taxes? YES: \_\_\_\_ NO: \_\_\_\_

***If your purchases are exempt your company's tax exemption forms need to be on file  
in our office before we can allow a tax exempt status.***

**BANK REFERENCE**

***Please provide your bank reference on your company letterhead. Including Bank name,  
Contact Name, Phone number, Fax number, Email and Account number.***

**TRADE REFERENCES:**

***Please provide at least 3 USA trade references on your company  
letterhead. Each reference must include a fax number, and/or email.***

**Terms and Conditions**

**1. Acceptance:** All orders all subject to final acceptance by Lapp Tannehill, Inc at its principal office in Savage, Minnesota on the following terms and conditions, which may not be varied or added to. Any terms in any Buyers order or confirmation inconsistent with the terms and conditions set forth herein shall not be binding on Lapp Tannehill, Inc.

**2. Prices:** The price for each shipment of goods hereunder shall be as set forth in Lapp Tannehill, Inc.'s price list or quotation as published and applicable as of the date of shipment.

**3. Sales On Credit:** Shipments and deliveries on credit shall be subject to the continuing approval of the Lapp Tannehill, Inc Credit Department. Lapp Tannehill, Inc may decline to make shipment or may require payment in advance of shipment to assure due payment. If, by the term of sale, credit is extended to Buyer, Lapp Tannehill, Inc reserves the right to revoke such credit if Buyer fails to pay for any goods when due and thereupon Lapp Tannehill, Inc shall have the right to demand payment of any amounts overdue and any associated collection costs, including reasonable attorney's fees before further shipment of any good to such Buyer.

**4. Delivery:** All shipments to customers are FOB factory or redistribution center. Shipments will be made in manner requested by customer providing the extra cost of transportation is borne by the customer. No freight allowance will be made for materials picked up at Lapp Tannehill, Inc or redistribution centers.

**4a. Delivery Installments:** Lapp Tannehill, Inc. shall have the right to make in installments. All installments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to pay for any installments when due shall excuse Lapp Tannehill, Inc. making further deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.

**4b. Delay In Delivery:** Lapp Tannehill, Inc. shall not be responsible for delays in delivery or any failure to deliver due to fire, flood, strike, lockouts and other labor difficulties, delays of supplies, delay or breakdown of carriers, machinery breakdowns, shortages of or inability to obtain shipping space or transportation, act of God, war, mobilization, civil commotion, riots, embargoes, domestic or foreign governmental regulations or orders, or any cause beyond the reasonable control of Lapp Tannehill, Inc. Lapp Tannehill, Inc. shall in no event be responsible for consequential damages for failures or delay in delivery.

**5. Warranty:** Lapp Tannehill, Inc. warrants to the Buyer that the goods sold and delivered by Lapp Tannehill, Inc. under any agreement incorporating these Terms and Conditions of Sale are free from defects in material and/or workmanship under normal use and service. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**6. Limitations Of Liability:** Lapp Tannehill, Inc.'s liability under the foregoing warranties is expressly limited to (i) the replacement of such defective goods, or (ii) the refund of that portion of the purchase price applicable to such defective goods, at Lapp Tannehill, Inc.'s sole option. IN NO EVENT SHALL Lapp TANNEHILL, INC. BE RELIABLE OR RESPONSIBLE FOR SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER NOR SHALL Lapp TANNEHILL, INC.'s LIABILITY EVER EXCEED THE PURCHASE PRICE PAID FOR SUCH DEFECTIVE PRODUCT.

**7. Procedure:** No claims against Lapp Tannehill, Inc. on account of defective material or workmanship shall be allowed unless asserted in accordance with the following procedures: Buyer shall make the examination and test of each shipment within a reasonable time after its arrival at destination. Buyer shall give promptly written notice to Lapp Tannehill, Inc. of any claim, which claim must be made within ninety (90) days from the date of receipt of such goods, and afford Lapp Tannehill, Inc.'s representative the opportunity, for a reasonable time, to examine and test the goods. No claim against Lapp Tannehill, Inc. shall be allowed after more of the merchandise has been cut, used or processed than the quantity necessary to determine the existence of any inferior quality or defective condition. No goods claimed to be defective shall be returned to Lapp Tannehill, Inc. without its written consent. Upon Lapp Tannehill, Inc. request, and as a condition to any refund or credit, Buyer shall return to Lapp Tannehill, Inc. transportation charges collect, the merchandise upon which the refund or credit is based, in the same condition as such goods were in when received by Buyer.

**8. Terms Of Payment:** Invoices are due and payable Net 30 days after Invoice date. Freight charges are not subject to discount and are payable Net. Interest shall be charged on any overdue amount at the lower of (i) One-and-one-half percent (1 1/2%) per month; or (ii) the highest Legal rate of interest which may be charged in the state of the Buyer's domicile. If Lapp Tannehill, Inc. shall retain a collection agency and/or attorney to collect amounts overdue after allowing Buyer 10 days notice of its intention to do so, all collection costs, including reasonable attorney's fees shall be payable by the Buyer.

**9. Governing Law:** Any contract for the purchase and sale of goods incorporating these Terms and Conditions of Sale shall be governed by and constructed in accordance with the laws of the State of Minnesota.

Authorization to Release Information and Agreement to Terms**To Whom It May Concern:**

**I / We hereby authorize our bank to release information necessary to assist in establishing a line of credit for the following company:**\_\_\_\_\_

**By signing and submitting this application for credit, I / We certify that the information provided is true and complete to the best of my / our knowledge. I / We acknowledge that I /We have read and understand the terms and conditions of Lapp Tannehill, Inc. and agree to adhere to these credit policies unless otherwise agreed to by both parties.**

**Company Name:**\_\_\_\_\_

**Authorized Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**Title:**\_\_\_\_\_

Internal Use Only					
Assigned Sales Team: <u>Outside</u>		Inside		Account #: _____	
Terms: _____	Credit Limit Approved: \$ _____	Estimated \$ amount each billing period: \$ _____			
Business Type: <u>OEM</u>	<u>LVC</u>	<u>ECM</u>	<u>MRO</u>	<u>MIL</u>	<u>Other</u>
Received by credit department: _____ / _____ / _____		Date Processed: _____ / _____ / _____		Approved By: _____	