



CREDIT APPLICATION

DATE: / /

LEGAL BUSINESS NAME:

D.B.A.:

BILLING ADDRESS

STREET:

CITY:

STATE: ZIP: -

PHONE: () - FAX: () -

E-MAIL:

SHIPPING ADDRESS

STREET:

CITY:

STATE: ZIP: -

BUSINESS TYPE: CORPORATION PARTNERSHIP PROPRIETORSHIP

STATE OF INCORPORATION: YEAR ESTABLISHED:

SALES TAX PERMIT NUMBER:

PLEASE ATTACH SALES TAX RESALE CERTIFICATE

OWNERS NAME:

OWNERS TITLE:

OWNERS ADDRESS:

OWNERS PHONE NUMBERS:

OWNERS DRIVERS LICENSE NUMBER:

CORPORATE OFFICERS:

MANAGER:

ACCOUNTS PAYABLE CONTACT:

PURCHASING AGENT:

CREDIT APPLICATION



TRADE REFERENCE #1

NAME:

STREET:

CITY: STATE: ZIP: -

PHONE: () - FAX: () -

CONTACT: TITLE:

TRADE REFERENCE #2

NAME:

STREET:

CITY: STATE: ZIP: -

PHONE: () - FAX: () -

CONTACT: TITLE:

TRADE REFERENCE #3

NAME:

STREET:

CITY: STATE: ZIP: -

PHONE: () - FAX: () -

CONTACT: TITLE:

TRADE REFERENCE #4

NAME:

STREET:

CITY: STATE: ZIP: -

PHONE: () - FAX: () -

CONTACT: TITLE:

BANK REFERENCE #1

NAME:

STREET:

CITY:

STATE: ZIP: -

PHONE: () -

FAX: () -

ACCOUNT #:

CONTACT:

BANK REFERENCE #2

NAME:

STREET:

CITY:

STATE: ZIP: -

PHONE: () -

FAX: () -

ACCOUNT #:

CONTACT:

AMOUNT OF CREDIT BEING REQUESTED: \$, .

Back page must be completed and signed for application to be processed

2224 Marshall ··· Lubbock, TX 79415 ··· escosales@irrigationdistributors.com

(806) 747-0004 ··· (800) 900-9975 ··· (806) 747-2706 fax



THE FOLLOWING CREDIT TERMS AND POLICIES APPLY TO OUR ACCOUNTS.

1. Approval of this credit application by Equipment Supply Co., Inc. hereinafter referred to as "ESCO," may result in an agreement to extend credit to the company whose name appears on this application, hereinafter referred to as "Buyer." However, ESCO shall at all times retain the right to extend, disallow, change, or alter the terms under which this agreement is enacted.
2. Buyer agrees that all business transactions with ESCO or its representatives are executed and completed in Lubbock, Lubbock County, Texas, and as such are governed by the laws of the State of Texas. If it becomes necessary to file suit, Buyer agrees to waive its right to it being brought in the County and State of its residence, and Buyer agrees that venue will be in Lubbock, Lubbock County, Texas, or at any other location at the option of ESCO.
3. Buyer understands that unless otherwise indicated on the invoice, normal terms are net 30 days from date of invoice. If applicable, cash discounts for early payment will be indicated on the invoice. If Buyer fails to pay invoices when due, buyer agrees to pay monthly finance charges of 1 ½% per month, or the maximum lawful rate on all past due invoices. Further in the event that legal action becomes necessary to collect any outstanding balance, or outstanding is collected through probate of bankruptcy proceedings, buyer agrees to pay all expenses, including but not limited to, court and collection costs, legal and administrative expenses, and attorney fees paid or incurred by ESCO in endeavoring to collect the sums due and owing by the buyer.
4. Buyer agrees to pay ESCO a service charge in an amount equal to the greater of \$20.00 or 5% of the check balance for all checks returned by buyer's bank provided; however that such service charge shall not be due and payable in the event such payment would result in the violation of the Usury Laws of the Applicable Jurisdiction.
5. In compliance with the sales and use tax laws, Buyer agrees to provide ESCO with a signed Texas Sales Tax Resale Certificate with their State Sales Tax Permit Number, to show that the merchandise is purchased for resale.
6. Buyer agrees to notify ESCO by certified mail, return receipt requested, immediately if there is any change of ownership or form of business, no later than twenty days after same becomes effective. Failure of buyer to so notify ESCO and deliver said notice to ESCO will result in Buyer remaining liable to ESCO for all credit purchases of the new business, corporation or new form of business entity.
7. Retaining title provisions / conditional sale. It is expressly understood and agreed that all goods and merchandise sold and delivered by ESCO to the Buyer shall remain the property of ESCO until such time as payment in full for such goods and merchandise is received by ESCO, at which time title shall pass to the buyer. In the event of default in payment by the user, it is expressly understood and agreed that the buyer agrees that ESCO shall have the right to retake possession by entering upon the premises of the Buyer or through replevin or other action as provided by law for the recovery of possession of all goods and merchandise for which payment has not been received by ESCO. Further, Buyer agrees to incur the cost of returning said goods and merchandise to ESCO, by means and method determined by ESCO to be acceptable.
8. In the event that Buyer wishes to return merchandise for credit, buyer must obtain return goods authorization (RGA) from ESCO. Merchandise must be returned from Buyer in new original condition and freight prepaid, and will be subject to a 20% restocking charge.
9. Should the buyer receive any merchandise from ESCO which is considered incomplete, defective, damaged or otherwise. Buyer agrees to indicate such on the original bill of landing at the time of delivery and contact ESCO within 48 hours so that appropriate action can be taken. Failure on the part of the buyer to do so will indemnify ESCO harmless from loss or other action.

APPLICANTS GUARANTY AND TESTAMENT:

The information provided herein is true, correct and complete in all material respects. I understand that neither this application nor any information provided in connection with it, shall create any obligation or requirement on the part of Equipment Supply Co., Inc. to extend any credit whatsoever. Further, I understand that any false information may result in cancellation of any account which may be established.

I understand the credit terms and policies described above, and that the decision to extend credit as well as the limits is at the sole discretion of Equipment Supply Co., Inc., and may be changed at any time.

Also, I hereby authorize and grant permission for any person or reporting agency to furnish ESCO all bank and credit information which may be periodically requested.

In addition, I hereby personally guarantee all sums due and owing to ESCO.

Signature: _____ Date: _____



TEXAS SALES TAX RESALE CERTIFICATE

Name of Purchaser, Firm or Agency:

Address: (Street & Number, P.O. Box or Route Number)

City: State: Zip:

Phone: () -

Texas Limited Sales Tax Permit Number: (or out-of-state retailer's registration number or date applied for Texas Permit)

I, the purchaser named above, claim the right to make a non-taxable purchase for resale of the taxable items described below or on the attached order or invoice form:

Seller: Equipment Supply Co., Inc.

Street Address: 2224 Marshall

CITY, STATE, ZIP code: Lubbock, TX 79415

Description of the items to be purchased, or on the attached order or invoice:

Misc. Irrigation Equipment and Supplies, For Resale.

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser: Installation, Design & Sales of Misc. Irrigation Equipment & Supplies.

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions, in its present form or attached to other personal property to be sold.

I understand that if I make any use of the item other than retention, demonstration or display while holding it for sale, lease or rental, I must pay sales tax on the item at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a misdemeanor to give a resale certificate to the seller for taxable items which I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease, or rental, and that upon conviction I may be fined not more than \$500.00 per offense.

Sign Here	Purchaser	Title	Date

This certificate should be furnished to the supplier. Do NOT send the completed certificate to the Comptroller of Public Accounts

2224 Marshall ··· Lubbock TX 79415 ··· (806) 747-0004 ··· (806) 747-2706fax
escosales@irrigationdistributors.com



EQUIPMENT
SUPPLY
CO. INC

2224 Marshall St.
Lubbock, TX 79415
Tel: 806/747-0004 800/900-9975
Fax: 806/747-2706
escosales@irrigationdistributors.com

General Policy Pertaining to Orders

Minimum Order - All orders are greatly appreciated and as such there is no minimum order quantity or amount.

Additions to Orders - Please feel free to add to your order as many times as necessary. We will do everything possible to include your add-ons to the original order. However, please understand that after order placement and computer entry, depending on order processing, packaging and shipment, the order might be beyond the point of retrieval, and a new sales order entry might be necessary. Therefore, we cannot guarantee that add-ons will be shipped with the original order.

Walk-in and Pick-up Orders - These orders are encouraged, welcomed and appreciated. We consider these high-priority orders, and we'll strive to process, fill and make them available for drive-out as quickly as we can. When possible, please call-in these orders to allow for adequate processing time and to minimize your wait.

Orders for Shipment - Our goal is to offer our customers the very best service available by providing same day shipment of orders, unless otherwise specified by the customer. In many cases, this quick response time will make it possible for your order to be delivered the next business day, which puts you in position to satisfy your customers' needs in a quick, efficient and expedient manner. Freight carrier options include UPS air and surface transportation, bus, hot-shot courier service, numerous national LTL common carriers, full truckload contract carriers and ESCO's delivery service. Unless you specify the carrier, we'll do the research and select the best option to supply both timely and economical delivery.

Orders for Drop Shipment - If you would like for us to drop ship an order directly to your customer or job site, upon your request and for your convenience we are pleased to provide this service for no additional charge. Upon your instruction, we will gladly ship the order to the destination and by the carrier of your choosing. Also, if you prefer and request that your order be blind shipped during order placement, we'll make the shipment appear as though it was shipped direct from you. The benefits of drop shipment include 1) it provides you with a convenient method of servicing your customer, 2) it can save important and valuable transit time in getting the product to your customer faster, 3) it can save you and your customer money on freight charges, and 4) it allows instant access to our huge inventory of products to offer your customers.

Backorders - Even though we strive for a 100% fill rate on all of your orders, sometimes for a variety of reasons it's just not possible. If an item is backordered we will 1) evaluate if we have another item that is similar that might be an acceptable substitute and call you for your approval, 2) make the item available to you when we receive it from our supplier, if it is enroute and expected soon, 3) drop ship the item from either the supplier or one of our affiliate warehouses, or 4) call you to inquire as to how you would like the backorder handled. If there's a particular way that you would like your account flagged in respect to handling backorders, please call us to discuss your wishes.

Products Ordered in Error - Everyone makes a mistake now and then. If you've ordered product in error, please notify us as soon as possible, either before receipt or within 48 hours of receiving the shipment, so that we can be proactive in working with you to resolve this problem. Please review "Returns" for further information on this matter.

Shipping Errors - We have a three step system in place to ensure that you receive the right quantity and product ordered. While we strive for complete customer satisfaction first-time every time on each and every order, there are occasions when problems arise. If this should happen with your order, please notify us within 48 hours of receiving the shipment, so that we can be actively involved with you toward resolving the problem. Complete customer satisfaction is our goal.

Damage and Shortage Claims - Once ESCO ships the order, either through customer pick up, ESCO delivery or by the freight carrier, it is the responsibility of the carrier to make sure the shipment gets to its destination as shipped, complete and in good condition. Therefore, when your order is delivered, we suggest that you carefully check in all items against the packing list, and open all packages to check for concealed damage. **Please note: The carrier is responsible for any shortages or damages incurred in transit - until you sign a clear bill of receipt. If there are any shortages or damages, it is important to list them in writing on the carriers' bill of delivery.** In most cases a carrier will not honor a claim if you do not list shortages or damages on the delivery bill, especially if they have a clear bill of receipt signed by you or your representative. If shortages or damages occur with your order, please notify us immediately, within 48 hours, so that we can file your claim with the carrier, and so that we can re-ship the items that were damaged or shorted. Failure on your part to do so will indemnify ESCO harmless from loss or other action.

Returns - All returns must have been purchased from ESCO. All returns for both defective and non-defective goods must be pre-approved by means of a RGA (Returned Goods Authorization) issued from ESCO management, and returned freight prepaid to location designated by ESCO. The return of defective goods will be covered by the limited warranty statement below. All other returned goods must be received in new and resalable condition

in the original manufacturer's packaging. A copy of the RGA, the original packing list and invoice must accompany any and all products returned. A 30 day grace period from the date of invoice will be allowed on returns without a restocking charge being assessed, otherwise product returns will be subject to a 25% restocking charge. No returns of any type will be accepted without a RGA number, and once the RGA has been issued, the returned product must be received within the 30 day grace period. Products returned as defective or for credit must be returned within one year from invoice date. Returns are not accepted for any non-stocked or specially ordered product, such as cut lengths of wire and hose, or for any other products that are specially manufactured to meet the buyer's requirement of either specifications or large quantity. Credit issued on returns will be made within 30 days of receiving product, provided all documentation accompanies the return and all acceptability requirements are met. Credit can be applied to an unpaid account balance or for future purchases only. There are no cash refunds.

Limited Warranty - For products purchased from ESCO, the manufacturer's warranty will be used to resolve any product failure in which the manufacturer determines the cause is from defective materials and workmanship. Warranty will not be applied to product failure caused by accident, abuse, misuse, negligence, alteration, removal, malfunction, unauthorized repair, acts of nature, for improper product selection, system design, installation, operation, maintenance, or for any other reason. ESCO's obligation in respect to warranty which has been authorized by the manufacturer is limited to the repair or replacement of the particular product involved. No labor or travel reimbursement for repairs, removal or replacement will be made. Further, neither ESCO nor the manufacturer will be liable for any crop or consequential damages which might result from product defect or breach of warranty. This warranty is expressly in lieu of all other warranties, express or implied, including the warranties of merchantability and fitness for particular purposes. No employee, agent or representative of ESCO has the authority to waive, add to or alter any provisions of this warranty, nor to make any representations of warranty not contained herein.

Freight Charges - Unless otherwise stated, all freight charges will be F.O.B. the point of shipment, which in most cases is ESCO. When shipments are drop shipped by our affiliate warehouse or our supplier, freight charges will be F.O.B. from the point of shipment. We know that freight charges are an important factor in calculating your overall cost. As such we continually shop for the lowest possible rates with all of our carriers so that we can lower and minimize your overall product cost. Please be aware that special freight terms are often available in relation to 1) monthly product specials that are offered, and 2) ESCO's delivery truck service that is available for customer use February 1 through mid-July.

Conditions of Sale - Parties who are interested in purchasing product from ESCO must establish an account by 1) the processing and approval of a signed customer application and 2) an interview in which we together determine our mutual compatibility in developing a business relationship. As a wholesale distributor, ESCO's primary customer base are companies who are in an irrigation related field and who purchase and resell products to the general public, such as irrigation companies, water well companies, nurseries, garden centers and hardware companies. As policy dictates, ESCO does not sell to homeowners or the farming public. In addition to companies described above, ESCO establishes certain customers which include soil and water conservation districts for windbreak irrigation, golf courses, municipalities, institutional accounts such as schools and colleges and industrial accounts. All accounts must be pre-approved and agree to our established conditions, policies and terms of conducting business.

Terms of Sale - Buyer understands that unless otherwise indicated on the invoice, normal terms are net 30 days from date of invoice. If applicable, cash discounts for early payment will be indicated on the invoice. If Buyer fails to pay invoices when due, buyer agrees to pay monthly finance charges of 1½% per month, or the maximum lawful rate on all past due invoices. Further in the event that legal action becomes necessary to collect any outstanding balance, or outstanding balance is collected through probate of bankruptcy proceedings, buyer agrees to pay all expenses, including but not limited to, court and collection costs, legal and administrative expenses, and attorney fees paid or incurred by ESCO in endeavoring to collect the sums due and owing by the buyer.

Catalog - We have worked hard to develop the most complete, comprehensive and diversified product catalog in the irrigation/water distribution industry. The product offering in the catalog goes hand-in-hand with the one stop shop opportunity that we bring to the marketplace. We hope that you'll enjoy the catalog and that it will fulfill its intended purpose of being informative as to the items available from us, and for your customers. Please call us if you have questions or if we can provide any personalized assistance. Our friendly sales and customer service staff are standing ready to assist you any way you need. By the way, look for the catalog on our website, or let us know if you would like the catalog on CD.

Prices and Products - The catalog prices found in the price addendum, on the website or CD are "list price" and does not reflect your actual cost. The catalog list price provides a base from which you can determine your sell price, and a price that your customers can view without being privy to your actual cost. You will be assigned a discount or multiplier that you can apply to the list price to calculate your cost. Please be continually aware that as price increases on products are implemented by our product manufacturers and suppliers, your list price and net cost are subject to change without notice. Therefore, since it is impossible to issue a new price addendum every time a price change occurs, we will make an effort to post price changes to the catalog on the website as they occur. In addition, you're always welcomed and encouraged to call our office anytime to verify current pricing. Also, please be aware that regional warehouse stocking of all products are subject to 1) manufacturer's policy, 2) regional customer need and 3) price and availability. Please contact us to verify that specific products are in stock and available for you to sell in your area.

Catalog Information and Pricing Errors - We strive to provide a completely error free catalog. However, due to its size, complexity and the human element, there are most likely some mistakes that we haven't uncovered yet. Please help us find them by letting us know of any errors that you discover, so that we can get them corrected in the computer immediately. Also, please be aware that corrected pricing errors and new price updates will be entered into the computer as soon as we get them and that current computer pricing will always supercede printed prices.

Customer Service - We consider it a great honor and privilege to serve you and your business. Please take a few minutes to read "Our Pledge of Support and Commitment" located on pages I-2 and I-3 in the catalog, as it encapsulates our approach toward customer service. In brief, we want to build a long term relationship with you where the foundation is superior service, high quality, low competitive pricing, professional staffing, one stop shop selection of product, strong business support and our unparalleled commitment in helping you grow your business. As we work together to achieve this end, please call 1-800-900-9975 anytime we can be of service. Thank you for this opportunity.