



Credit Application

Please fax completed application to Linetec's Finance Department within 24 hours | FAX 715-843-4121

Please complete this form in its entirety

Company Name _____ Date _____
Address _____ Phone _____
City _____ County _____ State _____ Zip _____ Fax _____
Is this a corporation? Yes _____ No _____
Name of Owner _____ Title _____
or Officers _____ Title _____
Years in Business _____ Number of Employees _____

REFERENCES

Bank _____ Checking Acct # _____
Address _____ Savings Acct # _____
City _____ State _____ Zip _____

MAJOR SUPPLIERS

1 Business _____ Address _____ City _____ State _____ Zip _____ Phone _____ Fax _____	2 Business _____ Address _____ City _____ State _____ Zip _____ Phone _____ Fax _____
3 Business _____ Address _____ City _____ State _____ Zip _____ Phone _____ Fax _____	4 Business _____ Address _____ City _____ State _____ Zip _____ Phone _____ Fax _____

Name of Individual(s) authorized to purchase on this account:

1. _____ 2. _____
(Any future changes in above must be in writing)

Credit Line Request - 30 Day Terms _____

Have you ever filed for bankruptcy, either as an individual, partner or an officer in a corporation? _____
If yes, please attach explanation.

It is my intent to honor Linetec's standard terms of sale, and I understand that interest charges, in an amount equal to the maximum permitted by law, can be assessed on any past due balances. Failure to pay will result in arbitration with which the company for which I am signing agrees. Any additional charges resulting from arbitration, such as arbitration costs, attorney fees, collection fees, etc, the company for which I am signing agrees to pay.

Submitted by _____ Signature _____ Title _____ Date _____

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Terms and Conditions of Sale

1. **Terms and Conditions.** Linetec expressly conditions all quotations and order acknowledgements ("Order Acknowledgement") on Buyer's acceptance of these Linetec Terms and Conditions of Sale. Buyer shall be bound by these Terms and Conditions of Sale without change unless specifically set forth and accepted in writing by an authorized representative of Linetec. Any terms and conditions from any other source, including but not limited to Buyer's purchase orders or other acknowledgments, are deemed excluded. These Terms and Conditions of Sale shall control and take precedence over any conflicting terms and conditions in any other document.
2. **Goods Furnished.** Linetec agrees to furnish the quantity and type of goods described in this Order Acknowledgement or any subsequent Order. Unless otherwise agreed in writing by Linetec, all goods supplied by Linetec, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with the usage of trade, regular Linetec production practices and practical testing and inspection methods.
3. **Contract Price.** The "Contract Price" means the price for goods to be provided by Linetec as specifically identified in this Order Acknowledgement or any updated Order Acknowledgement. Items omitted are excluded. The Contract Price is conditioned upon payment within 30 days of invoice.
4. **Delivery; Title to Goods and Risk of Loss.** The time for delivery communicated by Linetec, if any, is an estimate. Linetec will not be liable for any loss or damage to Buyer or others due to delay or not delivering in accordance with the estimated date. Buyer has the option of picking up the goods at the Linetec facility. All delivery dates are subject to prior credit approval and required credit documents (i.e., credit application, joint check agreements, project information forms, personal guarantees) which must be completed and signed. Title to the goods shall pass at the time of payment or final installation, whichever is earlier, unless otherwise set forth in writing by Linetec. Risk of loss shall be transferred to the Buyer in accordance with the applicable project shipment and delivery Incoterms.
5. **Storage Charges.** Linetec is unable to provide storage for any completed orders. Any completed orders that Buyer fails to accept by the delivery date stated on the Order Acknowledgement shall be subject to commercially reasonable storage charges at Linetec's discretion. Linetec specifically disclaims any liability for, or damage resulting from, the storage of finished goods or materials stored hereunder in any manner contrary to industry standards or specific storage requirements identified by Linetec in any product documentation.
6. **Credit.** Linetec may, in its sole discretion, grant credit terms to Buyer. If Linetec exercises its option to refuse to grant credit, Linetec shall not be liable for any damages, losses, or costs to Buyer. Any credit terms are subject to Linetec's continuing approval of Buyer's credit. If, in Linetec's sole discretion, Buyer's credit or financial standing become unsatisfactory, Linetec may withdraw or modify the credit terms. Buyer shall be responsible for Linetec's costs of collection, including reasonable attorney's fees, in the event of nonpayment.
7. **Disclaimers.** LINETEC EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER OBLIGATION OR LIABILITY NOT EXPRESSLY SET FORTH IN ITS STANDARD TERMS OF WARRANTY. LINETEC SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND. Buyer's rights and obligations regarding any goods supplied by Linetec, and proven to defective, are limited to those set forth in the applicable Linetec limited warranty. Linetec will not accept any charge or expense submitted by Buyer or any third party, including but not limited to any labor costs for modification, removal, inspection, testing, or installation of any goods sold by Linetec or for any replacement goods.
8. **Limited Warranty.** Linetec provides no warranty, expressed or implied, unless specified and agreed to at the time of order. Linetec's standard limited warranty terms are set in a separate warranty certificates available upon request and at www.linetec.com. Linetec will not accept any charge or expense, including labor for modification, removing, inspecting or installing the goods. Linetec's limited warranty will be void in the event that full payment is not received by Linetec.
9. **Returns.** No goods may be returned to Linetec for credit without prior written consent. After Buyer's order has been accepted, the order cannot be canceled without the consent of Linetec. Buyer shall be responsible to Linetec for reasonable cancellation charges.
10. **Changes.** Linetec shall not be obligated to make any changes or additions to the goods described in an Order Acknowledgement unless Linetec agrees in writing and an equitable adjustment is made, if necessary, to the price and delivery terms.
11. **Inspection.** Buyer shall inspect the goods upon receipt and promptly notify Linetec of any claim that the goods are non-conforming. Linetec shall be allowed reasonable opportunity to inspect and cure any claim of default. Buyer may arrange to inspect at the place of manufacture provided inspection does not interfere with Linetec operations; and the consequent approval or rejection shall be made before shipment of the goods.
12. **Taxes.** To the quoted/acknowledged prices add any sales or use taxes, state, federal or local which may be payable on the transaction unless otherwise agreed in writing by Linetec. All additional delivery costs arising from local labor agreements shall be borne by the Buyer.
13. **Force Majeure.** Linetec will not be responsible for its failure to perform any obligations to Buyer, or delay in performance thereof, caused by any Force Majeure event, or other action beyond its reasonable control "Force Majeure" will include, but not be limited to, acts of nature, floods or fire, pandemic or government orders arising therefrom; transportation, power or other supply shortages or unavailability; strikes or labor shortages; failure or delays of any third party vendors or subcontractors; government actions, orders or restrictions; wars, insurrections, acts of terrorism; or the failure of any suppliers, subcontractors, carriers, or party to substantially meet its performance obligations under this Agreement. If the Force Majeure event continues for a period of time that makes performance of the project impossible or impracticable, either Party may terminate this Agreement upon thirty (30) days' written notice to the other party.
14. **Governing Law.** This agreement, and any Order Acknowledgment, shall be governed and construed according to, the laws of the State of Wisconsin.
15. **Insurance.** Linetec shall provide property insurance for customer-owned materials in Linetec's care, custody or control. In such case, Linetec's insurance is deemed to be primary.
16. **Entire Agreement.** Linetec's quotations, these Terms and Conditions of Sale, and Linetec's Order Acknowledgements and any supplemental documents annexed thereto by Linetec, contain the complete and entire agreement between the parties as to the subject matter hereof, and replace and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to such subject matter.