



CROWN PRODUCTS, INC.

912 WEST SKELLY DRIVE • P. O. BOX 9157 • TULSA, OKLAHOMA 74157
(918) 446-4591 FAX (918) 446-4743

Account Number

REQUEST FOR OPEN ACCOUNT

Date: _____

Name of Company: _____

Parent Company if Subsidiary: _____

Mailing Address:

Shipping Address:

_____ P.O. Box

_____ P.O. Box

_____ Street and Number

_____ Street and Number

_____ City State Zip Code

_____ City State Zip Code

Phone: () _____
Area Code Number

Fax: () _____
Area Code Number

Type of Business: _____

Owners: _____

Number of Years in Business: _____

Purchase Order Required: Yes No

For Resale: Yes: No: Note: If exempt, we must have a signed copy of exemption certificate

Trade References: (List at least three)

Name: Address: Telephone Number (include area code):

Our terms are Net 30 Days Please Pay from Original Invoice, no monthly statements will be issued \$15.00 minimum charge

Signed: _____

Owner-Officer

(Signature required in order to process credit application)

Approved for Open Account: _____

Date: _____



CROWN PRODUCTS, INC.

STANDARD TERMS AND CONDITION OF SALE

UNLESS OTHERWISE AGREED TO IN WRITING, THE FOLLOWING PROVISIONS APPLY, TO ALL SALES

1. **WARRANTY.** All merchandise ordered shall be sold subject to the manufacturer's standard warranty.
2. **ORDER ACCEPTANCE BY CROWN.** All orders received from BUYER are subject to acceptance by CROWN, unless quotation specifies that it is a bid in response to an invitation for bids in which event the order or award shall constitute acceptance of the bid in accordance with the bid terms.
3. **QUANTITY VARIANCES.** CROWN reserves the right to ship and BUYER agrees to accept an under-or-over-run of any quantity up to and including 10% of the quantity ordered by BUYER.
4. **PRICE AND PAYMENT.**
 - A. Taxes not included in price: Except where otherwise prohibited by law, all sales, excise, use or similar taxes or charges by the federal, any foreign, or any state or local government, which CROWN maybe required to pay or collect, shall be in addition to price stated and shall be paid by BUYER, unless valid exemption certificate is furnished therefore.
 - B. Payment: All accounts are payable within thirty (30) days, past due accounts are subject to a 1-1/2 % per month finance charge. CROWN may demand payment in advance of shipment if, CROWN'S opinion, the credit or financial condition of BUYER is, or is about to become, impaired.
 - C. Payments Where Shipments are Delayed: Where BUYER request delay in shipment, CROWN shall have the option of billing for goods when ready for shipment. If material is not ordered out within sixty (60) days after goods are ready, CROWN will have the option of billing storage charges.
5. **DELIVERY.**
 - A. Shipping dates: Shipping dates are approximate only and subject to change.
 - B. Unforeseen Delays: CROWN shall not be liable in damages or otherwise for delay or failure in performance when caused by circumstances, of every nature and description and however arising, beyond CROWN'S reasonable control. In the event that CROWN is unable, due to any such occurrence or otherwise, to fulfill its total commitments to all customers, BUYER agrees to accept, as full and complete performance by CROWN, deliveries in accordance with such plan or proration as CROWN may adopt.
 - C. Packaging: CROWN will provide commercial packaging adequate under normal conditions, to protect the goods in shipment and identify the contents. Should BUYER request any special packaging, it will be done at the BUYER'S expense.
 - D. Routing: All goods will be shipped via the cheapest or most expeditious means of transportation under the circumstances, unless BUYER indicates otherwise. If BUYER provides no routing instructions, CROWN will be the sole judge of the best method of routing shipment.
6. **REJECTIONS AND RETURNS.**
 - A. Notification to CROWN: BUYER will be deemed to have accepted any shipment under this contract if, within thirty (30) days after BUYER'S receipt of goods, BUYER has not notified CROWN in writing that such goods are rejected and the grounds therefor.
 - B. Return of Goods: No goods may be returned by BUYER for any reason without CROWN'S prior approval.
7. **SPECIAL DAMAGES.** Neither BUYER nor CROWN shall make any claims for special or consequential damages.
8. **PATENT INFRINGEMENT.** Should the goods furnished by CROWN be of such a nature that the design therefore is supplied by BUYER, or should the goods be labeled or marked with a trademark or trade name requested by BUYER, then BUYER agrees to defend CROWN in any action, either civil or criminal, brought against CROWN by any third part, for the infringement or misuse of any such patents or trademarks, and BUYER further agrees to hold CROWN harmless from any damage or loss resulting therefor.
9. **GENERAL PROVISION.** Modifications of CONTRACT: It is agreed that there is no other contract in force between BUYER and CROWN and no alteration shall be binding unless agreed to in writing CROWN. Should CROWN by any words, acts, or writing, waive or be deemed to have waived any of the provisions of this agreement, or should CROWN fail to insist upon performance by BUYER of one or more of the terms herein, such action or failure on CROWN'S part will in no way be deemed to imply or constitute a waiver of any other terms contained in this agreement.