

WHO IS YOUR PES CONTACT?

CUSTOMER INFORMATION

Business name:

Ship-to address:

City, State, Zip:

Phone #:

Fax #:

Years in business: Business type: Corp LLC Other:

Have forklift: Yes No Types of products sold/serviced:

Credit terms requested: Open Credit card Multiple ship-to's: No Yes If yes, attach form

Credit limit requested: Expected monthly purchase: Expected annual purchase:

PRINCIPAL (OWNER & RESPONSIBLE PARTY)

Owner name:

Bill-to address:

City, State, Zip:

Federal ID#:

Tax Exempt #:

SERVICE CENTER

(will receive educational info)

Contact:

Phone #:

E-mail:

PURCHASING

(will receive marketing info)

Contact:

Phone #:

E-mail:

ACCOUNTS PAYABLE

(will receive statements & invoice)

Contact:

Phone #:

E-mail:

PRESENT SUPPLIERS/TRADE REFERENCES

(When possible, list those in the Power Equipment Industry)

Company:

Contact:

Account #:

Phone #:

Fax/E-mail:

Company:

Contact:

Account #:

Phone #:

Fax/E-mail:

Company:

Contact:

Account #:

Phone #:

Fax/E-mail:

OEM REGISTERED WARRANTY CENTER INFORMATION

Manufacturer:

Warranty #:

INTERNAL USE ONLY

Set-up type:

FT/SV:

Default PM:

Stocking order:

Additional
notes:

CREDIT TERMS

Terms are net 10th - meaning due date is on the 10th of the month following purchase (unless different dating terms are stated on the invoice). Example: Invoices dated from August 1st through August 31st are due September 10th.

Statements are sent on the 1st of each month via fax or e-mail. No cash discounts or deductions are allowed. Accounts are considered past-due if payment not received by the last working day of the month. Interest at 2% per month (24% APR) will be assessed on past-due accounts. A \$25.00 fee will be charged for returned or NSF checks. Orders placed on past-due accounts will be held until payment is received or a payment plan is agreed to.

Your satisfaction is important to us. We will attempt to resolve any questions you have or correct any errors you may find. If you need copies of invoices, statements, or have any questions, please e-mail us at accounting@pesnet.com or call Accounts Receivable at (800) 782-2700.

CREDIT CARD TERMS

All credit card orders will be charged a \$2.50 transaction fee at time of invoice.

PRICING

Prices are subject to change without notice. PES is not responsible for typographical errors.

DEALER FREIGHT POLICY

STANDARD PARTS	\$10.95 Freight + \$2.50 Handling	Allowable Freight if qualifying order \geq \$175
BACK-ORDERS	\$10.95 Freight & No Additional Handling	Allowable Freight if part of an original order (regardless of original order value)
DROP-SHIP (FROM PES) or FREIGHT INTENSIVE ITEMS or OUTSIDE CONTIGUOUS 48	Actual Charges + \$2.50 Handling	Does not qualify
DIRECT-SHIP (FROM OTHER)	Actual Charges	Does not qualify

Orders will be charged flat-rate freight of \$10.95 plus \$2.50 handling. Qualifying orders exceeding \$175 can deduct the \$10.95 freight charges when the invoice is paid on or before its due date and if account is current. Your Full Freight Allowed (FFA) amount is calculated and provided on your monthly statement. No FFA discount will be allowed on payments received after the due date. Qualifying Credit Card orders exceeding \$175 will be shipped freight prepaid plus \$2.50 handling.

(Alaska, Hawaii) Orders shipped outside the contiguous 48 States will be billed actual shipping charges and are not included in our FFA program. **LTL Shipments:** PES will invoice Dealer for freight from PES to forwarder. Dealer should expect to pay forwarder directly upon delivery or set up an account.

Engines, short blocks, whole goods, oil, and certain bulk items will be shipped as a separate order. These will be charged actual shipping charges and are not included in our flat-rate freight or FFA programs.

PES reserves the right to ship all orders by the carrier of our choice. Actual shipping charges apply for those who choose to ship under their own shipping account and are not included in our FFA program.

BACK-ORDER POLICY

Back-orders are orders for any parts not currently on hand. A back-order that is part of an original order that does not merge with another order will not have additional handling charges and will qualify for allowable freight, regardless of original order value. If single item order is back-ordered, it will not be allowable freight unless it meets qualifications.

Once available, these items will ship:

- With your next order *or*
- Ship automatically when the value of the back-order reaches \$50 *or*
- Ship automatically after 5 days
- **Backorders of non-stocked product are non-cancellable**

DROP-SHIP, DIRECT-SHIP, & EMERGENCY ORDERS

- A Drop-Ship is an order shipped from PES to a location other than your regular shipping address
- A Direct-Ship is any order shipped from a warehouse other than PES
- Emergency orders are shipped Next-Day Air or Second-Day Air. Emergency orders and Direct Shipments are non-cancellable.

Please be advised that many manufactures add handling charges or have minimum emergency order requirements that can increase your costs. Their actual shipping charges will be applied and are not included in our FFA or flat-rate freight programs.

SHIPPING DAMAGE CLAIMS

Shipping damage claims must be reported to PES within 48 hours of receipt. Incoming shipments must be inspected for damage to packaging or contents prior to accepting them from our carrier. Please be sure to note any damages or shortages on the carrier's delivery documents and keep a copy for filing a claim. Please keep the box, packing material, and damaged item(s) for all damages (whether an item is damaged or missing due to a damaged box) until notified by PES or the carrier.

RETURN POLICY/SHIPPING ERRORS

Requests for return of merchandise must be made within 30 days of receipt of shipment, and requests for returns relating to **shipping errors must be made within 7 days.** No returns will be accepted without a return merchandise authorization number (RMA) obtained from our customer service department. Returns must be shipped within 30 days of issue date, prepaid to PES, with the RMA number clearly printed on the box. Do not write the RMA number on the part(s) or its packaging. PES reserves the right to refuse credit on a return upon inspection of the part(s). All items purchased as closeout or clearance are not eligible for return. A 20% restock fee will apply to all non-defective product returns.

OBSOLESCENCE POLICY

Customers may place one obsolescence return per year, which must be accompanied by an offsetting "2 -for-1" order. A 25% restock fee will be assessed if an off-setting order is not placed. The return must be shipped prepaid to PES by November 30th each year. Parts on this return must have been purchased from PES within the last 18 months. Parts will be credited at the original purchase price. If parts arrive to PES that are non-returnable, the customer should note if they want to pay the freight to have them returned or have them scrapped.

PARTS UNACCEPTABLE FOR RETURN OR OBSOLESCENCE

1. Parts not in sellable condition
2. Parts not listed in the current Manufacturers Price List
3. Parts in old or yellowed boxes
4. Parts not in original packaging, including whole goods out of box
5. Parts and/or packaging marked with ink or stickers
6. Parts and/or packaging that have dealer's pricing in ink or stickers
7. Tested parts
8. Electrical parts i.e. CD, charging units, batteries, switches, etc.
9. Parts without a part number
10. Rusted parts
11. Renumbered parts
12. Parts that were not originally purchased from PES
13. Special order parts and non-stock items
14. Gaskets, carb kits, seals, etc.
15. Hardware: Nuts, Bolts, Washers, Etc.

WARRANTY CLAIMS

All warranty claims are to be filed directly with the manufacturer or with their designated warranty claim-processing center, except Tecumseh complete engine, transmission, short block replacement, and Kohler engine and short block replacement. These need an authorization. Please contact PES with defective parts on non-contracted lines (OEP, Walbro, etc.).

Warranty Disclaimer: PES disclaims all implied warranties of merchantability or fitness for a particular purpose. PES shall not be responsible for any commercial, consequential, or incidental damages arising from the use of any of its products.

TECHNET

Each PES servicing dealer account will have access to our TechNet Program, free of charge. This includes update schools, technical website access, and technical information.

SALES TAX PERMIT INFORMATION

Fill out a separate copy for each state (and city, if applicable) | Attach copy of valid state/city resale license(s)

Customer name:

Sales tax license #:

Address:

City, state, zip:

In compliance with Sales and Use Tax Laws, it is necessary that we have from all our customers a signed resale certificate, with their State/City Sales Tax Permit Number, to show that the merchandise has been purchased for resale. If we do not have this certificate, we are obligated to collect the tax for the State/City in which the property is delivered. (If you have more than one resale number for multiple locations please attach a resale certificate for each number).

If you are entitled to sales tax exemption, please complete the resale certificate and send it to us at your earliest convenience. If you purchase tax free for a reason for which this form does not provide, please send us your special certificate or statement.

RESALE CERTIFICATE

I hereby certify that I, or my Company _____, holds a valid seller's permit number _____ issued by _____ the State/City of _____ and pursuant to the Sales and Use Tax Law of this State/City; that I am engaged in the business of selling _____; that the tangible personal property described herein which I shall purchase from H.G. Makelim Co. will be resold by me in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property.

DESCRIPTION OF PROPERTY TO BE PURCHASED FOR RESALE:

PRINTED NAME OF AUTHORIZED AGENT

TITLE

SIGNATURE OF AUTHORIZED AGENT

DATE



CONDITIONS & TERMS OF SALE

This application is made to obtain a line of credit extending from Power Equipment Systems, LLC (hereinafter referred to as "Creditor"), to (hereinafter referred to as "Debtor"). Creditor is authorized to contact the references listed, and they are authorized to disclose any and all information to Creditor. The undersigned agrees that the decision to extend credit rests solely with Creditor, and that Creditor is reasonably relying on the information contained in this application.

Delinquent accounts will incur a finance charge calculated at the rate of two percent (2%) per month for annual percentage rate of twenty-four percent (24%), or as allowed by law, applied to invoices that are delinquent. If an account is not paid in full by the last working day of the month, orders may be held until payment is received or a payment plan is agreed to. We agree that all recourse regarding the product shall be against the manufacturer thereof, and not Creditor. No representation, promise, or warranty, expressed or implied, has been made by Creditor with respect to the merchantability, suitability, or fitness for a particular purpose or otherwise.

Debtor hereby grants Creditor a security interest in inventory, accounts receivable, and the proceeds thereof, now existing, or hereafter acquired. Creditor and Debtor (and Guarantor, if any) specifically agree that jurisdiction exists in the State of Oregon, Oregon law governs this transaction, and venue shall be in Marion County, Oregon. Further, if payment is not made according to terms, Creditor may accelerate all amounts due. If Creditor must employ an attorney, whether or not suit is commenced, or if Creditor brings suit in order to collect any obligations hereunder, Creditor is entitled to collect its reasonable attorney fees and costs, both during any bankruptcy, at trial, on arbitration, or an appeal.

Billing, accounts receivable, and credit functions shall be processed through Creditor. This agreement may not be superseded by any subsequent documents without prior written authorization of both parties. A faxed or e-mailed copy of this credit application is considered an original.

ARBITRATION

Creditor, as its sole option, shall have the right to require that the Debtor arbitrate any and all claims, disputes and other matters in question between Creditor and Debtor arising out of, or related in any way to, the sale of credit arrangements, their interpretation, or any breach thereof, regardless of whether such claims, disputes, and such arbitration shall be binding upon both parties and any judgment upon the award rendered pursuant thereto may be entered into any court having jurisdiction. If litigation has been commenced by Creditor against Debtor, then Creditor must exercise its option to require arbitration within 30 days after the Debtor has entered a first appearance in such litigation (whereupon such litigation shall be stayed); or, if litigation has been commenced by Debtor against Creditor, then Creditor may pursue arbitration at any time within the period permitted for the first appearance by Creditor (whereupon such litigation shall be stayed).

SUBMITTED & AGREED BY (COMPANY NAME)

DATE

PRINTED NAME OF AUTHORIZED AGENT

SIGNATURE OF AUTHORIZED AGENT

UNLIMITED GUARANTEE

For valuable consideration, the undersigned, and each of us, jointly and severally and unconditionally guaranty to Creditor the payment promptly when due of every purchase and payment due by Debtor to Creditor, without first requiring Creditor to proceed against Debtor. Each of us agrees that Creditor may, without affecting our liability, compromise or release on terms satisfactory to Creditor by operation of law or otherwise, any rights against and grant extensions of time of payment to Debtor. Each of us agrees to pay Creditor's reasonable collection agency and attorney's fees in collection effort including, but not limited to, arbitration, bankruptcy, trial, or appeal, incurred in connection with the enforcement of this guaranty or the underlying obligation. This shall be a continuing guarantee and covers all present and future liabilities of buyer to seller in full force and effective until cancelled by written notice.

PRINTED NAME

SIGNATURE (AN INDIVIDUAL ACT)

PERSONAL PHYSICAL ADDRESS

SOCIAL SECURITY #

DATE

***E-mail signed application to accounting@pesnet.com
or fax to (800) 637-9243***

Phone: (800) 782-2700 • www.pesnet.com