



# ORIN Remediation Technologies

4908 Meinders Road  
McFarland, WI 53558  
Phone: 608-838-6699 • Fax: 608-838-6695

Licensed Provider of PermeOx® Plus

## CONFIDENTIAL APPLICATION FOR CREDIT

Thank you for the opportunity to serve you! The information you provide will help establish your account.

Name of Firm or Individual	
Address	Years at This Address
City, State, Zip	
Telephone Number	Fax Number
Federal ID Number	Anticipated Purchases (\$) Monthly

Initial average credit extended is \$2000.00

Bank Name	
Complete Address	
Contact	
Telephone Number	Fax Number

### Ownership

<input type="checkbox"/> Corporation	<input type="checkbox"/> Check here if incorporated within past year	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual
1. Names of Principals	Complete Address	Telephone	
2.			
3.			
4.			

### References

1. BUSINESS NAME	2. BUSINESS NAME	3. BUSINESS NAME	4. BUSINESS NAME
CONTACT	CONTACT	CONTACT	CONTACT
ADDRESS	ADDRESS	ADDRESS	ADDRESS
PHONE FAX	PHONE FAX	PHONE FAX	PHONE FAX

### Agreement to Terms

I (We) understand terms for payment are Net 10 Days, unless otherwise specified in writing and that all accounts not paid within terms are past due and are subject to a 1.5% per month finance charge (18% per annum) subject to change without notice. All delinquent accounts exceeding their credit limit may not be extended further credit and may be subject to accelerated collection procedures. Buyer agrees to pay the costs and expenses of collection of amounts past due, including, finance charges, legal expenses and attorney fees, without limitations. Authorized signer agrees to accompanying terms and conditions of sale.

By: \_\_\_\_\_  
Authorized Signature Printed Name Title Date

## ORIN Remediation Technologies, Inc.

# Terms and Conditions of Sale

1. Acceptance. The products specified on the order acknowledgement and/or invoice (the "Product") are offered by ORIN Remediation Technologies, Inc., ("Seller") only to the buyer identified thereon ("Buyer"), only at the prices specified thereon, and only under the terms and conditions of sale stated herein. Seller hereby gives notice of its objection to any different or additional terms and conditions other than those set forth herein. ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON SELLER, UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF SELLER. IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE TO BUYER, BUYER MUST SO NOTIFY SELLER IMMEDIATELY IN WRITING. If not previously given, Buyer's receipt of the Product is conclusive as to Buyer's assent to these Terms and Conditions. Unless different or additional terms and conditions are stated or referred to in Seller's proposal, in which event such different or additional terms and conditions shall be exclusive as to the particular subject covered, all terms and conditions stated herein shall apply and such terms and conditions supercede any prior or contemporaneous agreements or correspondence between the parties.

2. Terms, Delivery, Default. Unless otherwise specified, terms are net 10 days from the date of invoice, freight prepaid and added. All prices are subject to change without notice. Stenographic, clerical and computer errors are subject to correction. If, in Seller's sole discretion, the financial condition of Buyer results in the insecurity of Seller as to the ultimate collectibility of the purchase price, Seller may, without notice to Buyer, delay or cancel the delivery of Seller's Product, and Seller, at its option, is authorized to change the terms of payment to payment in full in advance of shipment of the Product. Title to any Product and all risk of loss or damage shall pass from Seller to Buyer F.O.B. place of shipment. Immediately upon Buyer's receipt of any Product shipped hereunder, Buyer shall inspect the same and shall notify Seller in writing within thirty (30) days of receipt of any Product of any claims for Product shortages, defects or damages, and shall hold the Product for Seller's written instructions concerning disposition. Seller shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Seller's reasonable control, including, without limitation, strikes or labor difficulties, acts or omissions of any governmental authority or Buyer, accident, insurrection or riot, fires, floods or other acts of God, breakdowns of essential equipment, priorities or embargoes, shortages, delays in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices or from usual sources. Seller shall retain a purchase money security interest in all Product sold to Buyer ("Collateral"), and any and all proceeds of such Collateral, including, but not limited to, whatever is received upon the sale, exchange, collection or other disposition of Collateral or proceeds. Buyer agrees to pay all costs, including but not limited to, all costs, attorney and accounting fees and other expenses of collection resulting from any default by Buyer in any of the terms hereof.

3. Allocation of Product. If Seller is unable for any reason to supply the total demands for the Product specified in Buyer's order, Seller may allocate its available supply among any or all buyers on such basis as Seller may deem fair and practical, without liability for any failure of performance which may result therefrom.

4. Taxes and Other Charges. Any use tax, sales tax, excise tax, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer, shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller becomes obligated to pay any such taxes, fees or charges, Seller will invoice Buyer and Buyer agrees to pay such taxes, fees or charges, in addition to the prices quoted or the contract price.

5. Warranty. SELLER MAKES NO WARRANTIES REGARDING SELLER'S PRODUCT, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES CONTAINED IN OR IMPLIED FROM INFORMATION PROVIDED BY SALES REPRESENTATIVES, IN MARKETING LITERATURE, ON ANY INTERNET WEB SITE, IN DIRECTIONS FOR INSTALLATION OR USE, OR ANY OTHER INFORMATION SUPPLIED WITH SELLER'S PRODUCT. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY SHALL NOT APPLY. Seller's warranty obligations and Buyer's remedies are solely and exclusively as stated herein.

6. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE FOR ANTICIPATED PROFITS, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUE, DOWN TIME, REMEDIATION ACTIVITIES, COST OF CAPITAL, SERVICE INTERRUPTION OR FAILURE OF SUPPLY, ANY LIABILITY OF BUYER TO A THIRD PARTY, OR FOR LABOR, OVERHEAD, TRANSPORTATION, SUBSTITUTE SUPPLY SOURCES OR ANY OTHER EXPENSE, DAMAGE OR LOSS, INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE. SELLER IS NOT LIABLE FOR DAMAGE DUE TO THE IMPROPER INSTALLATION OR USE OF SELLER'S PRODUCT OR DAMAGES DUE TO SELLER'S PRODUCT NOT BEING INSTALLED OR USED IN ACCORDANCE WITH THE INSTRUCTIONS RELATED TO THE PRODUCT. Seller's sole liability to Buyer for any claim of any kind, as determined in Seller's sole discretion, shall be either replacement of the Product or refund of the purchase price for any Product involved. Seller shall not be liable for penalties of any description whatsoever. In the event the Seller's Product will be utilized by Buyer on behalf of a third-party, such third-party shall not occupy the position of a third-party beneficiary of the obligation or warranty provided by Seller, and no such third-party shall have the right to enforce same. All claims, except those made under paragraph two (2) above, must be brought within one (1) year of shipment, regardless of their nature.

7. Returns. Written authorization must be obtained from Seller prior to returning any Product. Buyer shall strictly comply with Seller's return shipment instructions. Returned Product will be subject to a restocking charge.

8. Cancellation. Suspension or cancellation of any order may be made by the Buyer only upon written approval of an authorized officer of Seller. If the order is cancelled by the Buyer, the Buyer shall pay to Seller the reasonable costs and expenses, including restock charges, incurred by Seller prior to receipt of notice of such cancellation. Cancellation of the order for the convenience of Seller does not result in a charge to the Buyer, but cancellation by Seller caused by deleterious action or lack of required action by the Buyer is considered and handled as a cancellation by the Buyer and subject to the same charges.

9. Miscellaneous. Seller's failure to strictly enforce any term or condition of an order or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies with respect to any order are cumulative and are in addition to any other rights and remedies Seller may have at law or equity. Any waiver by Seller of a default by Buyer hereunder shall be in writing. If any provision of these Terms and Conditions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. Construction of these Terms and Conditions shall be without regard to any rule or presumption requiring construction against the party causing this agreement to be drafted. These Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns; except that Buyer shall not assign or otherwise transfer any rights or obligations hereunder without Seller's prior written consent. The course of dealing, course of performance, course of conduct, prior dealings and customary practice or interpretation in matters involving the sale, delivery, installation, use or service of similar products or services shall not serve as references in interpreting these Terms and Conditions.

10. Governing Law. All disputes relating to the terms hereof, performance of these Terms and Conditions or any other claim related to Seller's Product shall be governed by the laws of the State of Wisconsin, and Buyer and Seller agree that the sole and exclusive venue for any legal action regarding any such dispute shall be the Circuit Court for Dane County, Wisconsin.