



### APPLICATION FOR CREDIT

PLEASE COMPLETE AND FAX BACK TO 586-501-3192 OR [jessicas@Satterlund.com](mailto:jessicas@Satterlund.com)

Full Name of Business \_\_\_\_\_

Billing Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Shipping Address (if different) \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

D & B No. \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Nature of Business (check one) ( ) Contractor ( ) OEM ( ) Other

Account Payable Email \_\_\_\_\_

Account Payable Contact Name \_\_\_\_\_

Freight Account ( ) Y ( ) N UPS# \_\_\_\_\_ FedEx# \_\_\_\_\_

### TRADE CREDIT REFERENCES

1. Name \_\_\_\_\_ Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Fax \_\_\_\_\_ Contact Name \_\_\_\_\_

2. Name \_\_\_\_\_ Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Fax \_\_\_\_\_ Contact Name \_\_\_\_\_

3. Name \_\_\_\_\_ Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Fax \_\_\_\_\_ Contact Name \_\_\_\_\_

[For Satterlund Office Use Only: Territory WEBSITE )

26277 Sherwood Avenue  
Warren, Michigan 48091  
(586) 755-9700

**SALES TAX STATUS CERTIFICATE**

To: Satterlund Supply Company  
26277 Sherwood Avenue  
Warren, MI 48091

Please fax to Satterlund @ (586) 501-3192  
Or email to jessicas@Satterlund.com

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to advise you that our Michigan Sales Tax Status is:

☐ Taxable

☐ Non-Taxable for the following reasons:

☐ **Industrial Processing**

☐ **Government Agency**

☐ **Exempt Institution** (Please enclose a copy of an exemption certificate)

☐ **Non-profit Organization**

☐ Other (Please explain) \_\_\_\_\_

This certificate shall be considered as a part of each order placed during the **Calendar year of the year signed** unless otherwise specified on our order and is to continue in force until the end of such year.

If the undersigned uses or consumes property obtained under this certificate (as not taxable) other than as specified, we will report and pay the tax due thereon directly to the State of Michigan.

**Resale Tax Number** \_\_\_\_\_

**Federal Tax ID Number** \_\_\_\_\_ - \_\_\_\_\_

I have read the Satterlund terms and conditions and agree to abide by them.

**\*THIS IS THE ANNUAL TAX CERTIFICATE, RETURN IMMEDIATELY TO AVOID TAX ISSUES ON INVOICING\***

Signed by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

[Satterlund office use only: Account# \_\_\_\_\_]

**TERMS AND CONDITIONS**

TERMS AND CONDITIONS OF SALE 1. ENTIRE CONTRACT. THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE FACE SIDE HEREOF CONSTITUTE THE EXPRESSION OF ALL TERMS OF THIS AGREEMENT AND A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN PURCHASER AND SATTERLUND SUPPLY COMPANY. ANY REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY ANY AGENT OR EMPLOYEE OF SATTERLUND SUPPLY COMPANY THAT DIFFERS IN ANY WAY FROM THE TERMS AND CONDITIONS HEREOF SHALL BE GIVEN NO EFFECT OR FORCE. Any additional, contradictory or different terms contained in any initial or subsequent order or communication from PURCHASER pertaining to the product described on the face hereof (the 'PRODUCT') are hereby objected to, no course of or dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. All orders are subject to approval by Satterlund Supply Company at its offices in Warren Michigan. No waiver or alteration of terms herein shall be binding unless in writing and signed by an executive officer of Satterlund Supply Company. 2. PRICE. All prices are F.O.B. shipping facility unless otherwise specifically set forth on the face hereof. Prices stated are subject to change without notice in the event of: (i) alterations in specifications, quantities, designs, or delivery schedules; (ii) foreign or domestic legislation enacted by any level of government including tax legislation, which increases the cost of producing, warehousing, or selling the PRODUCT. No discount will be allowed unless specifically set forth on the face hereof. 3. LIMITED WARRANTY. UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES HERETO. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED (INCLUDING, BUT NOT BY WAY OF LIMITATION. ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OR FITNESS FOR PURPOSE). ON ANY ORDER EXCEPT THAT SELLER WARRANTS TITLE TO ALL GOODS FURNISHED BY SELLER AND EXCEPT THAT ALL GOODS DESCRIBED ON SELLER'S ACKNOWLEDGMENT OF BUYER'S PURCHASE ORDER WILL BE MANUFACTURED IN ACCORDANCE WITH THE SPECIFICATIONS, IF ANY, SET FORTH IN BUYER'S PURCHASE ORDER AND EXPRESSLY ACCEPTED IN SELLER'S ACKNOWLEDGMENT, SUBJECT TO SELLER'S STANDARD MANUFACTURING VARIATIONS. 4. LIMITATION OF LIABILITY. SATTERLUND SUPPLY COMPANY LIABILITY (WHETHER BASED ON A THEORY OR BREACH OF CONTRACT, OR WARRANTY NEGLIGENCE OR STRICT LIABILITY) WITH RESPECT TO THE PRODUCT SHALL BE LIMITED TO THE COST OF REPLACING DEFECTIVE PRODUCT. IN NO EVENT SHALL SATTERLUND SUPPLY COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY INCLUDING, WITHOUT LIMITATION, BREACH OF ANY OBLIGATIONS IMPOSED ON SATTERLUND SUPPLY COMPANY HEREUNDER OR IN CONNECTION HERewith. 5. ACCEPTANCE AND TRANSPORTATION. Upon PURCHASER'S receipt of shipment, PURCHASER shall immediately inspect the PRODUCT. Unless PURCHASER provides Satterlund Supply Company with written notice of any claim for shortage or defects in the PRODUCT within ten (10) days after receipt of shipment, the PRODUCT shall be deemed finally inspected, checked, and accepted by PURCHASER. The absence of shipping and packing instructions, Satterlund Supply Company shall use its own discretion in choice of carrier and method of packing. Satterlund Supply Company shall not be responsible for insuring shipments unless specifically requested by PURCHASER, and any insurance shall be at PURCHASER'S expense and valuation. 6. TITLE AND RISK OF LOSS. Title to the PRODUCT and risk of loss of the PRODUCT passes to PURCHASER upon delivery by Satterlund Supply Company to carrier, and any subsequent claims for losses or damage shall be made by PURCHASER directly with carrier. 7. CREDIT TERMS. All orders and shipments shall at all times be subject to the approval of Satterlund Supply Company Credit Department. Satterlund Supply Company reserves the right to decline to make shipment whenever, for any reason, there is doubt as to PURCHASER'S financial responsibility and Satterlund Supply Company shall not in such event be liable for breach or nonperformance of contract in whole or part. 8. TAXES. Unless otherwise specifically provided on the face hereof, the price for the PRODUCT is net and does not include sales, excise or similar taxes, whether federal, state or local. The amount of any such taxes applicable to the PRODUCT shall be paid by PURCHASER in the same manner and with the same effect as originally included in the purchase price. 9. PACKAGING. Prices stated are based on Satterlund Supply Company standard packaging. Satterlund Supply Company reserves the right of packaging the PRODUCT in pallets, bulk or individual cartons. Packaging will be standard commercial package and acceptable to commercial carrier. Special customer packaging will be furnished only when specified and so states herein and the cost thereof shall be borne by PURCHASER. 10. DELAYS. Unless expressly specified to the contrary, PRODUCT in stock will be shipped immediately, and PRODUCT not in stock will be shipped as soon as possible. However, all shipping dates are approximate, and are based upon current availability of materials, present production schedules, and prompt receipt of all necessary information. Satterlund Supply Company will not be liable for any damage, loss, fault, or expenses arising out of delays in shipment or other nonperformance of this Agreement caused by acts of God, acts of war, strikes, fires, riots, shortages of labor, heat power, materials, supplies, transportation or manufacturing facilities, government action, or other occurrence beyond Satterlund Supply Company reasonable control. In the event of any such delay or non performance, Satterlund Supply Company may, at its option, and without liability, cancel all or any portion of this Agreement and/or extend any dates upon which any performance hereunder is due. 11. TERMINATION, CANCELLATION, AND CHANGES. Orders may not be terminated, canceled or modified or shipment deferred after acceptance of PURCHASER'S order by Satterlund Supply Company, except with Satterlund Supply Company written consent and subject to conditions then agreed upon between PURCHASER and Satterlund Supply Company. 12. PATENT INFRINGEMENT. Except in the case of articles, materials and designs furnished or specified by PURCHASER, Satterlund Supply Company, at its own expense, shall defend any suit brought against PURCHASER on the ground that use of the PRODUCT furnished hereunder by Satterlund Supply Company infringes any United States Letters Patents existing on the date of this Agreement, and shall pay the amount of any judgment that may be awarded against PURCHASER in any such suit, provided and upon condition that PURCHASER shall have made all payments due under this Agreement and shall (i) promptly deliver to Satterlund Supply Company all infringement notices and other papers received by or saved upon PURCHASER (ii) permit Satterlund Supply Company to take complete charge of the defense of such suit and to compromise the same, if deemed advisable, and (ii) assist in every reasonable way in the conduct of such defense. 13. GENERAL CONDITIONS. No agent, salesman, or other party is authorized to bind Satterlund Supply Company by any agreement, warranty, statement, promises or understanding not herein expressed. The sale of the PRODUCT pursuant to the order shall be governed by the laws of the State of Michigan. In addition to the rights and remedies conferred upon Satterlund Supply Company by law, Satterlund Supply Company shall not be required to proceed with the performance of any order or contract, if PURCHASER is in default in the performance of any order or contract with Satterlund Supply Company and in case of doubt as to PURCHASER'S financial responsibility shipments under this order may be suspended or sent sight draft with bill of lading attached by Satterlund Supply Company. Clerical errors are subject to correction. No delay or omission by Satterlund Supply Company, in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy or constitute a bar to or a waiver of any such right or remedy of any future occasion. This contract shall be binding upon and shall unknown to the benefit of the successors, and assigns of PURCHASER and Satterlund Supply Company provided however, that PURCHASER may not assign or transfer this contract, in whole or in part, except upon the proper written consent of Satterlund Supply Company. 14. PURCHASER agrees to pay a service of 1% per month (12% annually) of the total balance due for all products not paid within 30 days of invoicing. In addition, PURCHASER agrees to pay all costs and attorney fees incurred by Satterlund Supply Company in collecting balances due. 15. PURCHASER agrees that any action or claim arising from or related to the purchase of Product from Satterlund Supply Company shall be filed in the District Court in Warren, Michigan or Macomb County Circuit Court, Mt. Clements, Michigan.