

MUNICIPAL APPLICATION FOR CREDIT

WINSTON-COX WATERWORX OF HOUSTON, LTD. & WINSTON-COX WATERWORX OF DENTON, LTD.
 (COLLECTIVELY REFERRED TO AS "THE SELLER")
 P.O. BOX 734472 DALLAS, TX 73442

The following information and your signatures (in person) must be obtained, in full, before credit may be granted. When no answer applies please write N/
 A. Please print and bring to your local store location and/or email to newaccounts@winstonwatercooler.com

COMPANY INFORMATION						
Company's Full Legal Name						
Doing Business As (DBA) if different than legal name						
Street Address						
City	State		Zip	County		
Business Phone	Cell Phone		Fax			
Federal Tax ID#						
Is your business Tax Exempt?	YES		NO		If YES, you must attach a valid exemption certificate	
BILLING INFORMATION						
Billing Contact			Email address			
Billing Address (if different from above)						
City	State		Zip	County		
Telephone	Fax		Cell			
Invoice Delivery Preference:	Email	Fax	Mail	Purchase Order required?	YES	NO
<p>**BY SUBMITTING THIS APPLICATION YOU AGREE THAT ALL PURCHASES WILL BE GOVERNED BY SELLER'S TERMS AND CONDITIONS OF SALE ATTACHED TO THIS CREDIT APPLICATION, AND THAT THE SAME MAY BE AMENDED FROM TIME TO TIME, SHALL APPLY TO ALL SALES AND EXTENSIONS OF CREDIT MADE TO BUYER BY SELLER. The Buyer certifies that the information provided is true and correct and has been submitted as a material inducement to obtain commercial credit and agrees to send to the Seller written notice by certified mail of any changes in ownership of applicants business within five days of such changes. The Buyer certifies that it is solvent and capable of meeting its obligations hereunder. The undersigned also certifies that the undersigned is an authorized representative of the Applicant with full power to execute this application for credit on behalf of the Applicant. Seller is authorized to investigate and verify any information provided and inquire of references or others as to ongoing credit worthiness including credit reports from credit bureaus (including consumer reporting agencies).</p>						
Signature			Date			
Printed Name						

TERMS AND CONDITIONS OF SALE

Terms of Sale All quotations and sales by Winston-Cox Waterworx and/or any present or future parent, subsidiary, affiliate or business unit of Winston-Cox Waterworx (collectively, "Seller") to the Applicant and/or any parent, subsidiary, affiliate or business unit of the Applicant (collectively, "Buyer") are expressly conditioned upon Buyer's acceptance of these Terms and Conditions of Sale (the "Terms"). These Terms, along with any terms and conditions identified in Seller's quotation, invoice or delivery ticket for specific goods, which are incorporated by reference herein, reflect the complete agreement of Buyer and Seller with regard to the sale of goods by Seller to Buyer, and all prior proposals, agreements and understandings, oral or written, are superseded by these Terms. Modification or alteration of these Terms must be in writing and signed by an authorized representative of Buyer and Seller. Buyer's acceptance or receipt of the goods shall be deemed acceptance by Buyer of these Terms. Seller objects to additional or different terms and conditions in any Buyer purchase order, documentation or correspondence and those additional or different terms are of no force or effect.

Delivery of Goods The goods shall be delivered to Buyer in the manner specified in the purchase order. Seller shall use reasonable efforts to deliver the goods to Buyer at the location date and time specified mutually agreed upon by Buyer and Seller and specified in writing. Partial deliveries of goods are permitted at Seller's discretion. Seller does not guarantee planned delivery dates, but will use reasonable efforts to meet them. Delivery of materials to the construction site constitutes delivery to Buyer regardless of whether Buyer or its agent is on site at the time of delivery. Seller will not be liable for failure or delay in delivery for any reason, and Buyer hereby waives any claims for damages arising therefrom.

Title and Risk of Loss Seller's responsibility for the goods sold under these Terms ceases upon delivery of goods to Buyer or upon installation, whichever occurs first. Title to the goods passes to Buyer upon Seller's receipt of full payment from Buyer for all amounts owed for the goods. Buyer hereby grants Seller a security interest in the goods sold by Seller to Buyer under these Terms and any proceeds thereof as security for Buyer's obligation to Seller to pay the purchase price. This security interest shall commence upon the first delivery of goods to Buyer or upon installation, whichever occurs first, and shall terminate upon Buyer's full payment of all amounts due Seller.

Prices Quoted prices become invalid if Buyer does not accept them within 30 days from the date of issue. Any changes by Buyer in quantities, destination, schedule or installation may result in a price adjustment by Seller. To the extent applicable, Buyer will provide Seller with an acceptable tax exemption certificate. Absent such a certificate being timely provided by Buyer, Seller shall be responsible for all applicable taxes. If Buyer later provides such a certificate, Seller will reasonably assist Buyer in securing a refund for any taxes paid which, in light of the certificate, should not have been paid, but it will be Buyer's responsibility to secure any such refund. Prices quoted with respect to a particular purchase of goods or installation of the goods, and any applicable transportation charges, shall apply only to that particular order of goods and/or installation and not subsequent orders and purchases.

Payment Buyer shall pay Seller in full for all goods within thirty (30) days of the date Buyer takes receipt of the goods unless stated otherwise on the invoice. Payment shall be in the form of cash, check or wire transfer. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Buyer consents to Seller's presentment of and request for payment of any check or other payment order issued to Seller by Buyer by any commercially reasonable electronic means in accordance with applicable provision of the Uniform Commercial Code, and Buyer further authorizes any bank or other financial institution on which any such order is drawn or through which such order is payable to make payment pursuant to such order directly to Seller or for credit to Seller's account by electronic funds transfer. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. Seller may repossess and remove any materials sold to Buyer where payment is outstanding, without notice or demand. Notwithstanding anything stated therein to the contrary, any lien waiver or release executed by Seller related to the goods sold under these Terms shall only be effective to the extent payment is received, paid by the drawee bank, and not avoidable as a bankruptcy preference. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer agrees to pay Seller on past due accounts a monthly interest charge equal to the maximum interest charge permitted to be charged by the law governing the account between Buyer and Seller. Buyer and Seller further agree that, where required by law to specify such rate, a rate of one and one-half percent (1.5%) per month shall apply. The interest shall continue to accrue after Seller receives a judgment against Buyer at the highest rate allowable by law then in effect. At no time will interest be charged at a rate higher than the maximum rate allowable by law in the State where suit is brought. Buyer agrees to pay Seller all costs and expenses of collection, suit, arbitration, litigation, or other legal action, including all reasonable and necessary attorneys' fees incurred pre-suit, through trial, on appeal, or in any administrative proceedings, mediations or arbitrations brought as a result of the commercial relationship between them.

Trust Buyer agrees that all funds owed to or received by Buyer from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Buyer agrees to promptly pay to Seller all such funds.

Credit Terms Issuance of any credit by Seller to Buyer shall be subject to the approval of Seller's credit department in its sole discretion. If Seller determines in its sole discretion that Buyer's financial responsibility is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment for any goods purchased from Seller when due, then Seller may postpone or decline to make any shipments except upon receipt of satisfactory security or payment of cash in advance of shipment, or Seller may cancel any or all contracts with Buyer or any portion thereof. If Buyer fails to comply with these Terms, or Buyer's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict Seller's credit on any order upon notice to Buyer. Buyer certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent.

Unavoidable Forces Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control ("Unavoidable Forces"), including but not limited to, governmental action, terrorism, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturer's shortages, damage of goods by shipping agents or carriers, disruptions resulting from a health crisis (regardless of whether an infectious disease, epidemic, pandemic, or isolated to areas from which labor or materials are supplied), inability to obtain materials, fuels, or supplies, weather events, floods or other so-called acts of God, or any other event interfering with the production, supply, transportation, or consumption of the goods being sold, or with the supply or consumption of any raw materials or labor used in connection with the goods. Upon occurrence of an Unavoidable Force, the time for Seller's performance shall be extended reasonably, the purchase price shall be adjusted for any increased costs to Seller resulting therefrom, and Buyer shall not be entitled to any other remedy.

Seller's Interpretation of Buyer's Plans Any interpretation of plans or specifications provided by Buyer to Seller for the purpose of purchases or bids are for the Buyer's convenience only. Buyer shall rely solely on final approval of the plans or specifications by architects, engineers, or other third parties, and not on Seller's interpretation.

Disclaimer of Warranties For any goods that are not manufactured by Seller, Buyer shall be entitled to any manufacturer's warranty that the manufacturer provides to Seller for said goods, but only to the extent and in the same manner as the manufacturer's warranty extends to Seller. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD TO THE GOODS OR WORKMANSHIP, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, WORKMANSHIP, DESIGN, HABITABILITY OR NON-INFRINGEMENT OF ANY THIRD PARTY'S PROPRIETARY RIGHTS OR ANY WARRANTIES ARISING BY OPERATION OF LAW, STATUTE OR OTHERWISE, OR IMPLIED BY INDUSTRY OR TRADE CUSTOM, COURSE OF DEALINGS BETWEEN THE PARTIES OR OTHERWISE. BUYER'S SOLE AND EXCLUSIVE WARRANTY FOR ANY GOODS OR WORKMANSHIP SOLD UNDER THESE TERMS IS ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE GOODS. SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, CLAIMS IN WARRANTY, CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR CONNECTED WITH THESE TERMS IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING MATERIALS OR, AT SELLER'S SOLE OPTION, PAYMENT NOT TO EXCEED THE PURCHASE PRICE OF THE MATERIALS OR WORKMANSHIP FOR WHICH DAMAGES ARE CLAIMED. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE ACTUALLY RECEIVED BY SELLER FOR THE GOODS OF WORKMANSHIP. ALL CLAIMS BY BUYER AGAINST SELLER MUST BE BROUGHT WITHIN ONE YEAR OF DELIVERY OF THE GOODS TO BUYER OR INSTALLATION OF THE GOODS, WHICHEVER OCCURS FIRST, OR THEY SHALL BE DEEMED WAIVED.

Orders Buyer specifically authorizes any of its employees and agents to purchase materials under these Terms, pick up materials, and sign for, deliver and receive ordered materials and invoices and delivery tickets for said materials and agrees to be bound by these Terms. Returns Seller shall give no credit for goods returned by Buyer without Seller's prior written authorization. All returns are subject to a restocking charge. Any returns for credit must be clean, unused and undamaged with original packaging and all original parts. No claims for shortage of goods or damage to goods shall be allowed unless Buyer gives Seller timely written notice of the claim for shortage or damage with a full description of the alleged shortage or damage. **Indemnification** Buyer agrees to indemnify, defend and hold harmless Seller and its officers, directors, employees and agents from any claim, demand, loss, costs (including attorneys' fees) or damage incurred or sustained by Seller arising from or related to Buyer's use or resale of the goods sold by Seller to Buyer, any negligent, intentional or tortious act or omission of Buyer or Buyer's failure to comply with these Terms. This indemnification shall not apply to losses, damages or liabilities expressly assumed by Seller under these Terms or to those damages for property damage or personal injury or the extent arising from the Seller's negligence.

Governing Law and Venue - These Terms shall be construed and governed by the laws of the State in which the principal place of business of the Seller subsidiary that sold the goods in dispute is located, except that the law applicable to any mechanic's or materialman's lien asserted by Seller shall be construed and governed by the law of the State where the goods or services were delivered, consumed, or used. Any action or claim arising out of or relating to the manufacture, purchase or sale of the goods shall be brought only in a state court located in the State in which the principal place of business of the Seller that sold the goods in dispute is located.

Miscellaneous Buyer may not assign or transfer or delegate its rights or obligation (by law or otherwise) without Seller's prior written consent. A party's waiver of right under one provision of these Terms shall not constitute a waiver of any other provision or a subsequent waiver of the same provision.

Authorized Representative (Signature)

Printed Name & Title

Date

SELLER'S USE ONLY

CUSTOMER TYPE:

CLASS:

BRANCH:

SALESPERSON:

CONSTRUCTION TYPE:

BRANCH MANAGER SIGNATURE