

**PLEASE PRINT OR TYPE**

Applicant hereby applies for approval to purchase as a retail dealer from PECO Sales and does provide the following credit and shipping information and enters into the below agreement in support of this application and for the review and approval of PECO Sales.

**Company Name & Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Business and/or Products Sold (*Hardware, Lawn and Garden, etc.*) \_\_\_\_\_

Telephone No. \_\_\_\_\_

Years in Business \_\_\_\_\_  Corporation  Partnership  Proprietorship Federal ID (SSN if Proprietorship) \_\_\_\_\_

Annual Sales Volume in \$ \_\_\_\_\_

Territory Served \_\_\_\_\_

Catalog Used? Yes  No  *If yes, please forward copy with application.*

**Shipping Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax No. \_\_\_\_\_

Physical Facility Size (Sq. Ft.) \_\_\_\_\_

Number of Salespersons \_\_\_\_\_

**Owners/Officers**

_____	Name
_____	Name
_____	Name
_____	Name

_____	Title
_____	Title
_____	Title
_____	Title

**Credit Information** *Please do not submit any "800" telephone numbers for credit references. Standard Open-Charge Account terms are Net 30 days.*

**Trade References:**

_____	Name	_____	Address & Zip	_____	Phone	_____	Account#
_____	Name	_____	Address & Zip	_____	Phone	_____	Account#
_____	Name	_____	Address & Zip	_____	Phone	_____	Account#

**Bank Reference:**

_____	Name	_____	Address & Zip	_____	Phone
_____	Contact Name	_____	Account No.		

**▲ Attach copy of State Tax Resale Certificate ▲**

Are Financial Statements Available? Yes  No  *If yes, please enclose latest statements.*

Applicant has reviewed the accompanying terms and conditions of doing business with PECO Sales and agrees to be bound thereby until changed as therein allowed. If this applicant is approved, it is understood that the applicant will be an independent Dealer and not an employee, or in any way an agent of PECO Sales, nor is applicant authorized to take action on its behalf. Orders are subject to supply and each order is subject to acceptance in Jackson, Mississippi by PECO Sales. All sales shall be subject to the SECURITY AGREEMENT appearing below and incorporated herein by reference. I authorize the above references to release credit information on my account to PECO Sales.

Corporate Officer Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Applicant-Dealer

**Security Agreement.** In the event this application is approved, Dealer grants and PECO Sales, wholesale division of Forestry Suppliers, Inc., retains a security interest in all merchandise and inventory (and proceeds therefrom) sold by PECO to Dealer to serve as collateral for all debts and obligations due from Dealer to PECO. Said collateral, unless sold in the regular course of business, shall be held by Dealer at the shipping address given above. In the event Dealer defaults in any way, including but not limited to failure to make payments, or if PECO shall reasonably feel itself insecure, the entire balance owing from Dealer to PECO shall, at PECO's election, become immediately due and payable without notice. In the event of default, Dealer agrees to pay all costs of collection incurred, including but not limited to, a reasonable attorney's fee. Dealer shall execute, from time to time, such documents as PECO requests to protect PECO's security interest herein granted. It is agreed that this document, or a copy, may be filed as a financing statement. The law of Mississippi shall govern this security agreement.

**Copying Prohibited.** Nothing herein shall be interpreted as granting Dealer a license to copy or reproduce PECO Sales' print and on-line product catalogs. Any copying, reproduction, publication or other use of the pictures, text, format or arrangement of such catalogs without the prior written consent of PECO Sales is strictly prohibited.

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## Terms and Conditions for Doing Business with Peco Sales

All terms and conditions in this document supersede all previous terms and conditions. Any and all provisions of this document are subject to change by PECO Sales without notice. These terms and conditions are in effect for any purchase order method: mail, fax or electronic.

### Dealer Policy

PECO Sales is the wholesale division of Forestry Suppliers, Inc. serving dealers only. A completed and signed Dealer Application must be submitted for all new accounts. PECO Sales reserves the right to refuse open charge account privileges should a signed Dealer Application not be submitted.

### Order Acceptance

All orders are subject to acceptance by PECO Sales at its offices in Jackson, Mississippi.

### Minimum Order

Peco Sales does not require a minimum order.

### Shipping

Free freight on orders of \$1,000.00 or more to dealers. This applies to single destination shipments only within the continental United States. It does not apply to air or other express shipments. Certain items are excluded.

### Pricing

All prices are subject to change without notice.

### Payment Terms

Net 30 days from date of invoice for established open charge accounts. We accept COD and prepaid orders, or you can use your Visa, MasterCard, American Express or Discover charge card.

### Taxes

All taxes of any nature in connection with a sale are the responsibility of the Dealer.

### Returned Merchandise

Merchandise may be returned only after receiving authorization from PECO Sales. Merchandise returned without authorization may be refused or returned at Dealer's expense. Authorized returns must be in new and sellable condition in original manufacturer's packaging. The product must be of current design and finish. Returns will not be allowed for discontinued or obsolete items. Returned merchandise is subject to a 15% restocking charge unless the merchandise was shipped in error by PECO Sales, or if the merchandise was defective upon receipt from PECO Sales. **Special-ordered, non-inventory items may not be returned.** All returned merchandise will be inspected by PECO Sales before credit is issued. Shipping charges for returned merchandise must be prepaid. Merchandise may not be returned after 60 days from the date of invoice. Proof of purchase must be obtained on all items to be returned. Credit will be issued at the actual cost paid as shown on the proof of purchase. The 15% restocking charge will be deducted from the credit, if applicable.

### Damaged Shipments

Shipments are F.O.B. factory or shipping point. PECO Sales is not responsible for damaged or lost merchandise after it is delivered to or picked up by the carrier. Before accepting any

shipment from a carrier, the Dealer should inspect it for external/internal damage, and report any damage to the carrier's agent. Follow the carrier's instructions. Then, report any damage to PECO Sales. We will work with you to resolve the problem. Do not return damaged merchandise without authorization from PECO Sales.

### Errors and Omissions

We make every effort to assure your order is processed and shipped correctly. However, errors are occasionally made. Open and inspect your shipment immediately upon receipt. If a discrepancy is found, follow the instructions given on the back of PECO's packing list which is included with each shipment. Any discrepancy in the shipment must be reported to PECO Sales **within 7 days of receipt.**

### Dealer Satisfaction

Dealer satisfaction is important to PECO Sales. If a question arises about our products or service, please call or write immediately explaining the details. Subject to the Warranty Limitation and Limitation of Seller's Liability below, we will do our best to see that you are completely satisfied with our products and services.

### Limitation of Seller's Liability

PECO Sales shall not be liable for any damages arising from the sale or use of any item sold by the company in excess of the purchase price of such item. In no event shall PECO Sales be liable for loss of profit or goodwill or any other special, consequential or incidental damages in connection with the sale or use of any items sold or delivered by the company.

### Warranty Limitation

PECO Sales shall make available to the Dealer any warranty of new items supplied by the manufacturer. No other warranties of any item are expressed or implied, nor is any other warranty of merchantability or fitness for a particular purpose. PECO Sales neither assumes nor authorizes any person to assume for the company any other obligation of liability whatsoever in connection with the sale of products.

### Election of Venue, Jurisdiction and Law

It is agreed that any claim made against PECO Sales (Seller) is subject to the venue and jurisdiction of the first Judicial District of Hinds County, Mississippi, and shall be filed there in a court of applicable subject matter jurisdiction. Notwithstanding, and without limiting, this venue and jurisdiction provision, it is further agreed that the laws of the State of Mississippi shall apply to any claim made, and to this agreement.

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