



Credit Application

Company Name _____

Corporation _____ Partnership _____ Other (Please Specify) _____

Years in Business _____ Number of Employees _____ NAICS Code _____

Nature of Business _____ Federal ID _____

Amount of Credit Requested (Circle One): \$1,500 \$5,000 \$7,500 \$10,000 \$25,000

Other Credit Amount Requested (please specify): _____

How did you hear about our company? _____

Officers: _____ Title _____ Email _____

_____ Title _____ Email _____

Accounting Contact: _____ Ph _____

Fax _____ Email _____

Purchasing Contact: _____ Ph _____

Fax _____ Email _____

Are you Sales Tax Exempt (Circle One): No Yes (If "Yes" please include sales tax exemption certificate)

How do you want to receive your invoices? (Circle One): Fax Email US Mail

Billing Address

Street or PO Box _____

City _____ State _____ Zip _____ County _____

Ph _____ Fax _____

Ship To Address (If different than Billing Address)

Street or PO Box _____

City _____ State _____ Zip _____ County _____

Ph _____ Fax _____

Credit Application

Trade References

Company _____

Street _____

City _____ State _____ Zip _____

Contact _____ Ph _____ Fax _____

Company _____

Street _____

City _____ State _____ Zip _____

Contact _____ Ph _____ Fax _____

Company _____

Street _____

City _____ State _____ Zip _____

Contact _____ Ph _____ Fax _____

Bank Reference

Bank _____

Street _____

City _____ State _____ Zip _____

Contact _____ Ph _____ Fax _____

Information Provided By

Signature _____ Date _____

Name (print or type) _____ Title _____

The extension of any credit to an Applicant is based upon the Applicant's agreement to be bound by a Credit Agreement containing the terms and conditions set forth on pages 3 and 4 of this Credit Application.

The Terms & Conditions set forth on pages 3 and 4 are incorporated herein by reference



TERMS & CONDITIONS

1. **PRICES AND TAXES:** In event any of the Company's Proposal provide for deliveries later than 30 days from the date of the proposed, the prices quoted are subject to escalation to Manufacturer's prices in effect at the time shipment is made, except in cases where the Company has agreed in writing to waive such escalation. Unless otherwise stated herein, prices quoted are F.O.B. shipping point. Unless otherwise agreed by the Company in writing, the amount of local, State or Federal tax levied on the products referred to herein shall be added to the amount paid by and remain the sole responsibility of the Buyer. Any portion of the price which is not paid in accordance with the terms of payment herein stated bear interest from the due date at the rate of 1-1/2% per month (18% per annum) until paid.
2. **DELIVERY:** Any dates or schedules which may be specified to the delivery of the products covered hereby have been stated only approximately and are estimated from the date of receipt of Buyer's delivery direction, with completed drawings, specifications, designs, samples and other information reasonably requested by the Company in order to proceed with the manufacture and/or order of the products and the Company shall not incur any liability, either direct or indirect, not shall any order be cancelled because or as a result of any delays in meeting such dates or schedules.
3. **FORCE MAJEURE:** The Company shall not be responsible or liable for any delays or failures in manufacture or delivery due to any cause or condition beyond the control of the Company, including without limiting the generality of the foregoing, strikes or other labor difficulties, fire, floods, inability to secure transportation facilities, actions of the elements, shortage of materials or equipment, riots or other civil commotion, and war.
4. **LAW ORDINANCES AND REGULATIONS:** The Company shall utilize reasonable efforts to cause products manufactured or designed by it to comply with its interpretation of federal safety regulations and insurance codes of a national scope. However, the Company shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes, nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect with respect to the products, unless such responsibility shall be expressly assumed by the Company in writing. Further, the Company shall have no responsibility whatsoever for compliance with such laws, etc. by products manufactured or designed by others.
5. **PRODUCTS MADE TO BUYER'S SPECIFICATIONS:** The Company makes NO WARRANTY WHATSOEVER, except as to title, with respect to products manufactured and/or designed to Buyer's own specifications and the Buyer shall, at its own expense, defend. Hold the Company harmless, and indemnify from and against any claim, suit, expense or otherwise which shall be asserted or brought against the Company by reason if its manufacture or sale of such products.
6. **WARRANTY:** The Company MAKES NO WARRANTY WHATSOEVER concerning products manufactured by others, but will extend to you such warranties respecting such products as are permissible under the terms thereof.
7. **EXCLUSION OF OTHER WARRANTIES:** EXCEPT FOR THE EXPRESS WARRANTY AS DESCRIBED ABOVE, THERE ARE NO WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ALL GOODS OR PRODUCTS ARE SOLD "AS IS". NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE COMPANY SHALL BE EFFECTIVE TO VARY OR EXTEND THE ABOVE REFERENCED EXPRESS WARRANTIES OR ANY OTHER TERMS THEREOF.
8. **LIABILITY LIMITATION:** In no event shall the Company be liable for consequential, incidental, or special damages resulting from or in any manner related to the products, their design use, or any inability to use the same, including, without limitation damages arising out of or in any manner relating to the delivery of the products or any delay with respect to their delivery, it being understood that the sole and exclusive remedy with respect to defective products manufactured by it shall be the repair, correction or replacement thereof pursuant to the "WARRANTY" provisions herein above contained. Should be products prove so defective, however, as to preclude the remedying or warranted defects by repair or replacement, the Buyer's sole and exclusive remedy shall be the refund of the purchase price of the defective products involved upon the return of the products to the Company.
9. **INTENDED USE OF PRODUCTS:** The products covered hereby are designed and have been offered for only those applications specified in the Company's Proposal and Offer. The above-stated "WARRANTY" provisions, as well as all obligations of the Company to Buyer, respecting the products, are subject to the use of the products for only such applications.
10. **CANCELLATION OR CHANGES OF ORDERS:** No orders may be withdrawn or cancelled by the Buyer, nor may they be deferred when ready, unless the Company shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Company. In the event Buyer shall request changes in its order after receipt thereof by the Company, it shall be responsible for all charges reasonable assessed by the Company with respect to such changes.
11. **NO PROTECTION FROM CLAIM OF INFRINGEMENT:** The Company makes no representation or warranty that the delivery or subsequent use of the products ordered shall be free from the claim of any third party by way of infringement.

12. APPLICABLE LAW: The terms and conditions applicable to all transactions provided for herein, as well as all transactions between the Company and Buyer shall be determined and construed in accordance with, and shall be governed by the laws of the Commonwealth of Kentucky. Buyer and the Company consent to all actions relating to the transactions between them being instituted and maintained in the Jefferson County, Kentucky circuit or district courts and/or the United States District Court for the Western District of Kentucky (at the Company's discretion) for all purposes of enforcing and/or resolving any disputes or claims arising in connection with all transactions between them. Buyer waives any objection to any such action based upon lack of personal or subject matter jurisdiction or improper venue, and agrees that any process or other legal summons in connection with any such action or proceeding may be served by mailing a copy thereof by certified mail, or any substantially-similar form of mail, addressed to the Buyer at Buyer's last known address, as contained in the Company's records. Buyer also agrees that it will not commence or maintain any action in any court, administrative agency or other tribunal other than the Jefferson County, Kentucky, Circuit Court or the United States District Court of the Western District of Kentucky.

13. NUCLEAR INDEMNITY: If the products are to be used in any nuclear installation or activity, then Buyer or the ultimate user (I) shall secure and maintain the maximum nuclear property damage liability insurance protection available. (II) shall enter into and maintain a government indemnity agreement, and (III) shall waive and require its insurers to waive all rights of recovery or subrogation against the Company for, and shall indemnify and hold the Company harmless from and against any claims, losses or damages (including consequential or special damages of any kind) arising out of a Nuclear incident as that term is defined in the Atomic Energy Act of 1954, as amended.

14. The Buyer hereby authorizes Company and its agents, representatives, employees, accountants, and/or attorneys to access any credit histories, credit reports, or credit services to acquire information regarding the Buyer in order for Company to determine whether to extend credit to the Buyer or at any time after credit is extended to the Buyer to determine if Buyer remains credit worthy. Buyer waives any right or cause of action against Company and its agents, representatives, employees, accountants, and/or attorneys predicated upon any federal or state statute or common law right of privacy.

15. In the event that the Company refers any amount(s) owed to it by Buyer to any attorney or collection agency for collection, Buyer shall pay to the Company all fees, attorney's fees and costs, as well as court costs, incurred in collecting the amounts owing to the Company. In the event said fees, attorney fees and costs are reduced to judgment, the judgment amount shall bear interest at the rate of one and one-half (1-1/2%) per month (18% per annum).

Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____ Date: _____

Please submit completed credit application to one of the following:

Fax: 502-456-2837

Email: AR@airhydropower.com

Mail: P O Box 34170, Louisville, KY 40232

Below This Line for Internal Use Only

Sales Tax Exempt: Yes ___ No ___ If yes, Sales Tax Exemption Certificate Obtained? Yes ___ No ___

Euler Rating _____

Credit Limit _____

Entered By _____ Date _____

Reviewed by _____ Date _____