Confidential Credit Application

APACHE

Please type or print clearly

❍ New Account ❍ Account Update Customer #

CO. Name _____ Date _____

Address _____

City _____ State _____ Zip Code _____ Telephone (____) _____

Fax (____) _____ Email _____

Check One

❍ Corporation ❍ Proprietorship ❍ Partnership Years In Busines _____ Federal Tax I.D. # _____

Indicate the Following if Applicable:

Division Of: Name _____ Address _____

Subsidiary Of: Name _____ Address _____

Affiliated With: Name _____ Address _____

Amount Of Credit Desired $ _____ Projected Annual Purchases From Apache $ _____

Name of Owner(s):

1. _____ 2. _____

County _____ County Code _____ SIC Code _____ NAICS _____

Bank Reference

Name _____ Account Number _____

Branch _____ Contact Name _____

Address _____

City _____ State _____ Zip Code _____ Telephone (____) _____

Trade References (currently purchasing from)

Name _____ Address _____

City _____ State _____ Zip Code _____ Telephone (____) _____

Fax Number (____) _____ Email Address _____

Name _____ Address _____

City _____ State _____ Zip Code _____ Telephone (____) _____

Fax Number (____) _____ Email Address _____

Sales Tax Exempt ❍ Yes ❍ No

If yes, a copy of your exemption certificate must be submitted with this form for each state in which goods are to be shipped.

How do you want to recieve your invoices?

❍ Email _____ ❍ Fax _____ ❍ Mail

Confirmation Of Information Accuracy And Release Of Authority To Verify

I hereby certify that the information in this credit application is correct. The information included in this credit application is for use by Apache Inc. in determining the amount and conditions of credit to be extended. I understand that Apache Inc. may also utilize the other sources of credit, which it considers necessary, in making this determination. Further I hereby authorize the bank and trade references listed in this credit application to release the information necessary to assist Apache Inc. in establishing a line of credit. I hereby agree that should it become necessary to assign this account to a licensed collection agency or attorney for legal action, all subsequent collection charges and legal fees shall be paid by the applicant.

***Completion of this form does not guarantee credit.**

Signature _____ Date _____

Name _____ Title _____
(please print)

Terms Of This Agreement

Unless we are in receipt of an approved credit application, your orders will only be released on a pre-paid basis.

☐ *Order Pending Check Box*

Std. Terms: **1/2% Discount if Paid Within 10 Days of Date of Invoice**
Net 30 Days From Date of Invoice

A 1.25% per month (15% per annum) service charge may be payable on past due invoices.

Please establish my terms as

❍ **Credit Card**

❍ **C.O.D.**

❍ **On Account**

Customer Information Sheet

APACHE

Please type or print clearly

Customer Name: _____ Date: _____

Address: _____ D & B #: _____

_____ County Code: _____

Tax Jurisdiction: _____ Tax Jurisdiction Code: _____ Tax Rate Percent: _____

Purchasing Contact 1: _____ Email: _____

Fax: ( ) - _____ Phone: ( ) - x

Purchasing Contact 2: _____ Email: _____

Fax: ( ) - _____ Phone: ( ) - x

Are purchase orders required?(please circle) Yes No

CFO/Controller: _____ Email: _____

Fax: ( ) - _____ Phone: ( ) - x

Accounts Payable Contact: _____ Email: _____

Fax: ( ) - _____ Phone: ( ) - x

Receiving Contact: _____ Email: _____

Fax: ( ) - _____ Phone: ( ) - x

"Ship to" Locations:

Address: _____ City: _____ State: _____

Address: _____ City: _____ State: _____

For "**Collect Shipments**" please specify your preferred carrier:

Freight Carrier: _____ Account Number: _____

Freight Carrier: _____ Account Number: _____

Please submit a separate sheet for any additional contacts, shipping locations, freight carriers or additional information you feel will help us provide you with the best service possible.

Fax to: 319.365.2457 **Contact Accounts Receivable: 319.365.0471**

APACHE INC. TERMS & CONDITIONS OF SALE

APACHE

1. Acceptance of Purchase Orders
All sales are subject to review and no sales are final until accepted by Apache Hose & Belting Company Inc. d/b/a Apache Inc. ("Apache") at its headquarters in Cedar Rapids, Iowa. Prices on your Purchase Order ("PO") may differ from our current selling prices. In the event prices listed on your PO are not accepted by Apache, the correct prices will be reflected on your PO and faxed back to you for your approval. To continue processing your order we must receive a return fax of the PO confirming the corrected pricing.

2. Pricing
Prices are exclusive of all federal, state, or local taxes. The Buyer shall pay all taxes applicable to products purchased, or in lieu thereof. Buyer shall provide Apache with a tax exemption certificate acceptable to tax authorities for each state in which goods are to be shipped. Unless otherwise agreed upon and clearly stated on the quote or acknowledgment, prices do not include shipping costs.

3. Delivery
Delivery dates shall be subject to and contingent upon timely receipt of PO by Apache, together with Buyer credit qualifications. Apache shall not be liable for failure to meet any promised delivery date due to credit qualification delays, force majeure, work stoppages, strikes, component unavailability, delays by component vendors, delay or default of common carrier or any unforeseeable event or circumstance.

4. Discrepancy / Failed Delivery Claims
The Buyer should file all claims for damage or shortages with the carrier handling the shipment. Claims stemming from discrepancies between invoice descriptions or quantities and actual product received by the Buyer due to an alleged error by Apache must be made in writing within thirty (30) days of invoice date. Any such claim not presented within that time limit will be waived and actual delivery of invoiced items and quantities shall be conclusively presumed.

5. Shipping and Handling
Shipping and handling charges will be calculated from Apache dock with freight prepaid and added (unless otherwise noted on the PO and agreed upon by Apache). Products are shipped FOB Apache dock and risk of loss due to damage or shortage or non-delivery due to carrier fault lies with the Buyer.

6. Limitation of Remedies and Liability
All merchandise manufactured or assembled by Apache is warranted at the time of shipment to conform to the quantity and type of merchandise described on Customer's purchase order and be free from defects in material and manufacturing (provided such merchandise is properly installed and used only for the intended purpose and under normal service conditions). This warranty shall extend to only the original purchaser of the merchandise.

If a defect or nonconformity should occur, the sole obligation of Apache shall be either replacement, repair, or at the option of Apache, a refund of the purchase price, conditioned upon Apache's receipt of written notice of the alleged defect or nonconformity within ten (10) days of customer's receipt of the merchandise and prior to the merchandise having been changed from its original condition (except for reasonable inspection). No claims shall be effective if made after the merchandise has been used or otherwise converted or changed. Upon the expiration of the 10-day time period set forth above, customers shall be deemed to have accepted the merchandise. The final determination of whether merchandise is defective or nonconforming rests with Apache.

NO OTHER REPRESENTATIONS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY APACHE AND THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY APACHE AND WAIVED BY THE CUSTOMER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

AS TO ANY CLAIM OF WHATEVER NATURE ASSERTED AGAINST APACHE THAT IS RELATED TO THE MERCHANDISE, THE REMEDIES OF THE CUSTOMER AND ALL OTHERS CLAIMING UNDER, WITH, OR THROUGH THE CUSTOMER ARE EXPRESSLY LIMITED TO THE FOLLOWING:

(a) THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPLACEMENT, REPAIR OR REFUND OF THE PURCHASE PRICE AS DESCRIBED ABOVE.

(b) THE LIMIT OF APACHE'S LIABILITY TO CUSTOMER OR OTHERS WITH RESPECT TO THE MERCHANDISE, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, WARRANTY, INFRINGEMENT, NEGLIGENCE, STRICT OR PRODUCT LIABILITY, FAILURE TO WARN, OTHER TORT OR OTHERWISE) SHALL BE THE PURCHASE PRICE OF THE SPECIFIC MERCHANDISE GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

(c) CUSTOMER AGREES THAT IN NO EVENT SHALL APACHE, ITS OFFICERS, MANAGERS, EMPLOYEES OR OWNERS BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR MANUFACTURING OR PROCESSING COSTS; LOST PROFITS OR GOODWILL; ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY AND/OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARE BASED UPON WARRANTY, NEGLIGENCE, TORT, OR OTHERWISE, AND EVEN IF APACHE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR FOR ANY CLAIM BY ANY THIRD PARTY.

(d) APACHE SHALL NOT BE LIABLE FOR AND CUSTOMER ASSUMES ALL RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE MERCHANDISE.

8. Contract
This document is the exclusive source for defining the contract for the sale of goods from Apache to you. This contract incorporates by reference the description and quantity of goods contained in your purchase order, after Apache has accepted it. This contract incorporates by reference the prices for goods contained in our most recent price data or as written on your PO and accepted by us. This contract excludes all other documents, any other terms and conditions from your PO, and any conversations, negotiations, representations, or communications whether from us or any other party. If any part of this contract is found by any Court to be void or unenforceable, the remaining portions of the contract will continue to be valid and enforceable.

9. Consent to Iowa law and jurisdiction
If there is any legal dispute arising from this sale of goods, the matter will be governed by the laws of the State of Iowa. You agree that the U.S. or Iowa courts located in Linn County has exclusive jurisdiction over any disputes arising from the sale of goods herein.

10. Indemnification
You agree to hold harmless, defend and indemnify Apache from and against any and all claims by any third party (including without limitation your employees, customers, visitors, or agents) arising from the goods sold herein. This indemnity agreement is binding even if the third party claims that Apache was negligent or that its goods were defective.

11. Returned Material
In the event of Buyer ordering error, material may be returned for credit toward purchases of other Apache products less a twenty percent (20%) handling charge for restocking. Fabricated and Special order items ARE NOT RETURNABLE. No credit will be issued for return of goods older than sixty (60) days (from the date of shipment) or for products not returned in their original unopened factory package. A "Return Material Authorization" (RMA) number and package specific return-shipping instructions must be obtained from the Apache Customer Service Department before any material may be returned. Unauthorized returns may result in the product being refused and returned, or accepted with a twenty percent (20%) restocking fee or $100.00 transaction charge, whichever is greater. If product is not authorized for return with an Apache RMA and routed through an approved carrier, the supplier may be back charged for excess freight costs incurred plus a $150.00 Service Fee.

12. Change of Buyer's Name, Address or Reorganization
Buyer hereby agrees to notify Apache Credit Department in writing of any changes of name or address of any corporate reorganization or change of ownership, which may affect the information on your Credit Application.

13. Payment Terms
Payment terms are noted on each invoice. Accounts over 30 days past due may cause current orders to be put on credit hold, which is likely to create delivery delays. Delinquent accounts may be subject to an interest charge of 1.25% (or the maximum rate allowable by applicable law) per month. Delinquent account balances over 60 days past due are subject to being placed for collection and Buyer agrees to pay all expenses incurred, including collection fees, court costs and reasonable attorney's fees.

14. Alterations of Terms and Conditions
No alteration or waiver of the terms and conditions contained herein shall be effective unless authorized in writing and signed by a corporate officer of Apache. In the event Buyer submits a PO with terms that are in conflict with the Apache terms and conditions of sale, the terms and conditions of Apache shall prevail.

15. Term Buyer
As used in this contract, the term "you" shall be equivalent to "Buyer". Additionally the term "your" shall be equivalent to "Buyer's".

I agree to the above stated terms and conditions of sale.

Name (please print) _____ Title _____

Signature _____ Date _____

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller:_____

Address: _____

I certify that:
Name of Firm (Buyer): _____
Address: _____
_____
_____
_____
_____

is engaged as a registered
☐ Wholesaler
☐ Retailer
☐ Manufacturer
☐ Seller (California)
☐ Lessor (see notes on pages 2-4)
☐ Other (Specify)_____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service[1] to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

_____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL[1]	_____	MO[16]	_____
AR	_____	NE[17]	_____
AZ[2]	_____	NV	_____
CA[3]	_____	NJ	_____
CO[4]	_____	NM[4,18]	_____
CT[5]	_____	NC[19]	_____
DC[6]	_____	ND	_____
FL[7]		OH[20]	_____
GA[8]	_____	OK[21]	_____
HI[4,9]	_____	PA[22]	_____
ID	_____	RI[23]	_____
IL[4,10]	_____	SC	_____
IA	_____	SD[24]	_____
KS	_____	TN	_____
KY[11]	_____	TX[25]	_____
ME[12]	_____	UT	_____
MD[13]	_____	VT	_____
MI[14]	_____	WA[26]	_____
MN[15]	_____	WI[27]	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature:_____
(Owner, Partner or Corporate Officer)

Title:_____

Date:_____

INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX CERTIFCATE

To Seller's Customers:

In order to comply with the majority of state and local sales tax law requirements, the seller must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

If the buyer is entitled to sales tax exemption, the buyer should complete the certificate and send it to the seller at its earliest convenience. If the buyer purchases tax free for a reason for which this form does not provide, the buyer should send the seller its special certificate or statement.

Caution to Seller:

In order for the certificate to be accepted in good faith by the seller, seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as a ingredient or component part of a product manufactured by buyer and then resold in the usual course of its business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities. Misuse of this certificate by seller, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificate in some states or cities.

Notes:

1. Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.

2. Arizona: This certificate may be used only when making purchases of tangible personal property for resale in the ordinary course of business, and not for any other statutory deduction or exemption. It is valid as a resale certificate only if it contains the purchaser's name, address, signature, and Arizona transaction privilege tax (or other state sales tax) license number, as required by Arizona Revised Statutes § 42-5022, *Burden of proving sales not at retail*.

3. California:
   A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificate).
   B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component part of an item manufactured for resale in the regular course of business.
   C. When the applicable tax would be sales tax, it is the seller who owes that tax unless the seller takes a timely and valid resale certificate in good faith.
   D. A valid resale certificate is effective until the issuer revokes the certificate.

4. The state of Colorado, Hawaii, Illinois, and New Mexico do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.

5 Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. State §§12-410(5) and 12-411(14) and an regulations and administrative pronouncements pertaining to resale certificates.

6. District of Columbia: This certificate is not valid as an exemption certificate. It is not valid as a resale certificate unless it contains the purchaser's D.C. sales and use tax registration number.

7. Florida: The Department will allow purchasers to use the Multistate Tax Commission's Uniform Sales and Use Tax Certificate-Multijurisdiction. However, the use of this uniform certificate must be used in conjunction with the telephonic or electronic authorization number method described in paragraph (3)(b) or (c) of rule SUT FAC 12A-1.039..

8. Georgia: the purchaser's state of registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.

9. Hawaii allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate

or no tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30, 1998.

10. Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch.I, Sec. 130.1405. Illinois does not have an exemption on sales of property for subsequent ease or rental, nor does the use of this certificate for claiming resale purchases of services have any application in Illinois.

    The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable.

    "Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine if the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

    While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

11. Kentucky:
    1. Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of a taxable service.
    2. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270 (Good Faith).
    3. The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.

12. Maine does not have an exemption on sales of property for subsequent lease or rental.

13. Maryland: This certificate is not valid as an exemption certificate. However, vendors may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29". Maryland registration, exemption and direct pay numbers may be verified on the website of the Comptroller of the Treasury at www.marylandtaxes.com.

14 Michigan: Effective for a period of four years unless a lesser period is mutually agreed to and stated on this certificate. Covers all exempt transfers when accepted by the seller in "good faith" as defined by Michigan statute.

15. Minnesota:
    A. Does not allow a resale certificate for purchases of taxable services for resale in most situations.
    B. Allows an exemption for items used only once during production and not used again.

16. Missouri:
    A. Purchases who improperly purchase property or services sales tax free using this certificate may be required to pay the tax, interest, additions to tax or penalty.

    B. Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.

17. Nebraska: A blanket certificate is valid 3 years from the date of issuance.

18. New Mexico: For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale tangible personal property provided:

    a) this certificate was not issued by the State of New Mexico;
    b) the buyer is not required to be registered in New Mexico; and
    c) the buyer is purchasing tangible personal property for resale or incorporations as an ingredient or component part into a manufactured product.

19. North Carolina: This certificate is not valid as an exemption certificate or if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.

20. Ohio:
    A. The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate.

B. In order to be valid, the buyer must sign and deliver the certificate to the seller before or during the period for filing the return.

21. Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documents" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other tow requirements are that the vendor must have the certificate in his possession at the time the sale is made and must accept the documentation in good faith. The specific documentation required under OAC 710-:65-7-6 is:

A) Sales tax permit information may consist of:
(i) A copy of the purchaser's sales tax permit; or
(ii) In lieu of a copy of the permit, obtain the following:
(I) Sales tax permit number; and
(II) The name and address of the purchaser;
B) A statement that the purchaser is engaged in the business of reselling the articles purchased;
C) A statement that the articles purchased are purchased for resale;
D) The signature of the purchaser or a person authorized to legally bind the purchaser; and
E) Certification on the face of the invoice, bill or sales slip or on separate letter that said purchaser is engaged in reselling the articles purchased.

Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.

22. Pennsylvania: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser's Pennsylvania Sales and Use Tax eight-digit license number, subject to the provisions of 61 PA Code §32.3.

23. Rhode Island allows this certificate to be used to claim a resale exemption only when the item will be resold in the same form. They do not permit this certificate to be used to claim any other type of exemption.

24. South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are claimed to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:

(1) The service is purchased for or on behalf of a current customer;
(2) The purchaser of the service does not use the service in any manner; and
(3) The service is delivered or resold to the customer without any alteration or change.

25. Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories and possessions.

26. Washington: A. Blanket resale certificates must be renewed at intervals not to exceed four years;
B. This certificate may be used to document exempt sales of "chemicals to be used in processing an article to be produced for sale."
C. Buyer acknowledges that the misuse of the tax due, in addition to the tax, interest, and any other penalties imposed by law.

27. Wisconsin allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption.