



WILLIAMSON

New Account Form

New Account Information

Full Legal Name: _____

DBA: _____

Billing Address: _____

Shipping Address: _____

Telephone: _____ Fax: _____

Full Name(s) and address(s) of Proprietorship(s), Partner(s), Officer(s), or Individual(s):

Full Name	Title	Home Address

Accounts Payable Contact Name: _____ Email: _____

Preferred Method for receiving invoices:

- Email
If selected, please list ALL email addresses you would like invoices sent to: _____
- Mail
- Fax

Tax Exempt?: Yes No

- If yes, please attach your exemption certificate

Do you require a Purchase Order (PO)?: Yes No

Preferred Payment Method

- Check
- ACH/Bank Transfer
- Credit Card
- Other: _____
- If you select ACH, we will send you our account information to the Accounts Payable representative you designate in completion of page 3 of this document. **Please note: that page 2, Accounting Information Sheet is Required**



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Accounting Information

Owner

- Name: _____
- Phone: _____
- Email: _____
- Accepts Invoices: [] Yes [] No

Primary Accounts Payable Contact

- Name: _____
- Phone: _____
- Email: _____
- Accepts Invoices: [] Yes [] No

Billing (if different than AP)

- Name: _____
- Phone: _____
- Email: _____
- Accepts Invoices: [] Yes [] No

Property Manager

- Name: _____
- Phone: _____
- Email: _____
- Accepts Invoices: [] Yes [] No

Chief Engineer

- Name: _____
- Phone: _____
- Email: _____
- Accepts Invoices: [] Yes [] No



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Credit is extended to the undersigned; the undersigned agrees to our terms of sale:

If approved, terms are Net 30 days from date of invoice. Amount approved is variable. Payment is required upon receipt of invoice. Accounts with balances beyond terms are subject to interruption of sales and/or 1½ % monthly service charge on balances over 30 days. Deposit is required for additional work over approved credit. A 3.95% cash discount will be applied to all invoices, if paying by credit card the cash discount will be lost.

Undersigned agrees to pay, in the event of default, all reasonable attorney's fees and costs and expense of collection of this account and amounts due hereunder. Undersigned consents to the jurisdiction of Massachusetts's courts for all action instituted hereunder and agree that Massachusetts's law shall govern.

We accept the terms shown above and authorize Williamson Electrical Co., Inc. dba Williamson Pump & Motor to obtain information concerning the above statement regarding opening an account.
Credit limit increase will require additional information, please contact our accounting department for approval.

Authorized Account Approval by:

Signature: _____ Print Name: _____ Date: _____

Tax ID Number: _____ Date: _____

**PLEASE RETURN ALL COMPLETED PAGES VIA EMAIL
INCLUDE FORM W-9**

TERMS & CONDITIONS AND LIMITED WARRANTY

This agreement, consisting of these Terms and Conditions and Limited Warranty and the associated Order Acknowledgement, is binding upon Williamson Electrical Co., Inc. dba Williamson Pump & Motor. ("Seller"), and the customer ("Customer").

LEGAL EFFECT: Except as expressly otherwise agreed to in writing by an authorized representative of Seller, the following terms and conditions shall apply to and form a part of any order or service. Seller may suspend its performance of orders if Customer defaults in the performance of its duties under the orders or under any other agreement between the Customer and Seller. No employee, agent, dealer, or distributor of Seller has any authority to change or enlarge the terms of any Quotation or order. No change shall be valid unless it is in writing and signed by an authorized officer of Seller.

CHANGES: Customer's changes made after formation of this Agreement that affect the schedule or requirements for services or otherwise affect the scope of this Agreement shall be submitted in writing by Customer and shall become binding only if approved in writing by Seller's representative. All charges and delays resulting from such changes shall be solely determined by Seller and shall be binding upon Customer.

TERMINATION AND SUSPENSION: Customer cannot cancel or alter orders without the Seller's prior written consent. If Seller grants such consent, Customer will reimburse Seller for all of Seller's losses and expenses caused by such cancellation or alteration, including without limitation all of Seller's additional costs caused by changes in design or specifications, or by product revisions, and all damages incurred by Seller as a result of such cancellation or alteration.

ACCEPTANCE: The sale of goods and services is expressly conditional on Customer's acceptance of Seller's terms and conditions as stated herein. Provided that Seller's terms and conditions have not been previously accepted by Customer, Customer's receipt of goods or services under this Agreement constitutes Acceptance of these terms and conditions. Customer shall be deemed to have accepted any goods and services within three (3) days of its receipt of the same.

CREDIT: The amount of credit offered by Seller to Customer, if any, is contingent upon Seller's opinion of Customer's capacity, ability, and willingness to promptly pay for goods and services received under the terms of this Agreement. Provided that, in Seller's opinion, there is a material adverse change in Customer's financial condition and/or Customer has not, within the agreed time, fully paid for goods and services previously supplied under this and/or another Agreement(s) with Seller, Seller reserves the right to revoke Customer's credit and/or suspend performance on this and/or other orders for goods and services.

PAYMENTS & TAXES: Standard terms for customers who qualify for credit are Net 30 days of the invoice date, other terms available such as 2% 10 Net 30 or "Per Quote" which payments must follow the specific outline per the quote and/or contract. For goods and equipment or for services ordered online, payment is due in full at the time of order, unless customer has an established account with terms. A monthly service charge of 1.5% will be charged on amounts owed by Customer to Seller that have not been paid within by the due date, subject to the maximum amount permitted by law. Customer shall pay all costs and expenses of Seller, including attorneys' fees, in collecting amounts due hereunder including and without limitation, costs and expenses included in any action by Seller to collect amounts due to Seller from Customer. Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, and all taxes including federal, state and local use, sales, property (ad valorem) and similar taxes. Customer agrees to pay these taxes (except taxes upon Seller's net income) unless Customer has provided Seller with an exemption resale certificate in the appropriate form for the jurisdiction of Customer's location, or unless the sale is otherwise exempt from these taxes.

TITLE AND LIEN RIGHTS: Any equipment installed for Customer will remain personal property, regardless of how it is installed or affixed to any realty or structure. After delivery to Customer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law and Customer hereby grants Seller a security interest in the same. Customer agrees to cooperate fully with Seller in the filing of any financing statements, including Uniform Commercial Code (UCC) filings or other documents necessary to perfect such interests and liens. If Customer defaults in its obligations under the orders before the price (including any notes given therefore) of the equipment has been fully paid in cash, Seller may take any and all actions permitted by law to protect its interests including, where permissible, repossession of such equipment.

LIMITED WARRANTY: Seller warrants, to its original Customer, all supplied goods or equipment to the extent of the manufacturer's standard warranty, which will be supplied upon request. Subject to limitations set forth herein, supplied equipment, when properly installed and cared for in accordance with the manufacturer's published instructions, will operate in accordance with the manufacturer's specifications and Company's proposal(s). Subject to limitations set forth herein, workmanship of the Company's employees is warranted to be performed in a good and workmanlike manner. Equipment proved defective, in accordance with the manufacturer's and Seller's warranty herein set forth, will be repaired in accordance with the manufacturer's terms and conditions or one (1) year, whichever is shorter. Services provided by the Company's personnel is warranted for a period of 90 days from the date of completion. If a failure to conform to specifications or a defect in materials or workmanship is discovered within this period, Seller must be notified in writing within thirty (30) days, which notification, in any event must be received no later than two (2) months from the date of the service. Within a reasonable time after such notification, Seller will correct any failure to conform to the above-stated warranties, or in lieu of such repair, and at its sole option, shall replace the equipment. Associated shipping charges will be paid by the Customer. **NON-PAYMENT OF ANY AMOUNTS DUE SELLER BEYOND APPLICABLE PAYMENT DATE VOID ALL SELLER**

WARRANTIES. Seller does not warrant: (a) defects caused by failure to provide a suitable installation environment for the product, (b) damage caused by use of the product for purposes other than those for which it was purchased, (c) damage caused by disasters such as fire, flood, wind, and lightning, (d) damage caused by unauthorized attachments or modification, (e) any other abuse or misuse by the Customer, including improper installation.

THE FOREGOING LIMITED WARRANTIES AND REMEDIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REMEDIES. IN NO CASE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON ANY LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES INCLUDING CUSTOMERS, INJURY TO PROPERTY AND, UNLESS PRECLUDED UNDER APPLICABLE STATE LAW, BODILY AND PERSONAL INJURY. IN NO EVENT SHALL SELLER'S LIABILITY TO CUSTOMER ARISING HEREUNDER OR RELATED TO THE SAME OR ANY GOODS OR EQUIVALENT SUPPLIED BY SELLER TO CUSTOMER EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SELLERHEREUNDER.

RETURNS: Special orders are non-returnable. Restocking charges may apply on stocking orders returned, must be unused and in original packaging.

FORCE MAJEURE: Seller shall not be liable for damages as a result of any delay or failure of delivery due to any cause beyond Seller's control, including, without limitation, acts of God, act of Customer or any of its representatives, statute, ordinance, regulation, order or other governmental action, fire, accident, strike, slowdown, riot, terrorism, war, delay in transportation or inability to obtain necessary labor, materials, fuel, or manufacturing locations. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of delay and, if such delay is caused by act of Customer or any of its representatives, Seller shall be reimbursed for any additional costs arising from such delay.

OTHER. Any action arising under or related to any goods, services or equipment provided by Seller to Customer or arising under or related to this agreement or products or services supplied by Seller must be commenced within one (1) year of delivery of the product or service in question (excluding actions for non-payment by Customer). No waiver or modification of these agreements shall be valid unless made in writing and signed by an officer of the Seller. These agreements, along with the Order Acknowledgement comprise the entire agreement between the Customer and Seller as to the subject matter herein. The parties hereto agree that any suits, actions, or proceedings arising out of this Agreement that may be instituted by any party hereto shall be instituted only in the state or Federal courts in the County of Suffolk, Commonwealth of Massachusetts, and the parties hereto do hereby consent to the jurisdiction of those courts and waive any objection which they may now or hereafter have to venue of those suits, actions or proceedings. **ALL PARTIES HEREBY WAIVE TRIAL BY JURY**