

Date: \_\_\_\_\_

Legal Business Name \_\_\_\_\_  
Doing Business as \_\_\_\_\_  
Federal ID Number \_\_\_\_\_ NAICS Code: \_\_\_\_\_

Business Classification: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Other, Specify \_\_\_\_\_  
Type of Business: ☐ Distributor ☐ OEM ☐ Contractor ☐ Other, Specify \_\_\_\_\_  
Years in Business \_\_\_\_\_ Estimated annual business With Amazon \$ \_\_\_\_\_ Credit Line Requested \$ \_\_\_\_\_  
Tax Exempt: ☐ Yes ☐ No If yes, applicant must provide current sales tax certificate.

**Physical Address**

Street \_\_\_\_\_  
Suite# \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

**Billing/Mailing Address (if different)**

Street/ P.O. Box \_\_\_\_\_  
Suite# \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

Business Telephone \_\_\_\_\_ Business Fax \_\_\_\_\_ Web Site \_\_\_\_\_

Purchasing Contact \_\_\_\_\_ A/P Contact \_\_\_\_\_

Email \_\_\_\_\_ Email \_\_\_\_\_

Phone \_\_\_\_\_ Extension \_\_\_\_\_ Phone \_\_\_\_\_ Extension \_\_\_\_\_

Send Invoices to: \_\_\_\_\_

Are Purchase Orders required? ☐ Yes ☐ No Would you like a monthly statement? ☐ Yes ☐ No

**Shipping Instructions**

☐ Prepay and add Use customer account: Carrier \_\_\_\_\_ Account \_\_\_\_\_

Business applicant hereby acknowledges the following:

The information supplied is complete and accurate. Amazon reserves the unconditional right to refuse credit or to close any account, at any time without prior notice. Closed credit account become payable, in full immediately. Signature below indicates acceptance of all terms listed below and provided in the TERMS AND CONDITION OF SALE page as follows.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

For office use only:

Account approved ☐ Yes ☐ No By: \_\_\_\_\_ Credit Limit \_\_\_\_\_ Date \_\_\_\_\_

**GHX INDUSTRIAL LLC**  
**d/b/a**  
**AMAZON HOSE & RUBBER CO. (AMAZON)**  
**Credit Application**  
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**Principal or Owner**

Name \_\_\_\_\_

Street \_\_\_\_\_

City, St, Zip \_\_\_\_\_

**Principal or Owner**

Name \_\_\_\_\_

Street \_\_\_\_\_

City, St, Zip \_\_\_\_\_

**Principal Bank Reference**

Name of Bank \_\_\_\_\_

Street \_\_\_\_\_

City, St, Zip \_\_\_\_\_

Bank Officer \_\_\_\_\_

Phone \_\_\_\_\_

Account number \_\_\_\_\_

**Please provide four trade reference**

**Trade References**

Name #1 \_\_\_\_\_

Street \_\_\_\_\_

City, St, Zip \_\_\_\_\_

Phone/Email \_\_\_\_\_

**Trade Reference**

Name #2 \_\_\_\_\_

Street \_\_\_\_\_

City, St, Zip \_\_\_\_\_

Phone/Email \_\_\_\_\_

Name #3 \_\_\_\_\_

Street \_\_\_\_\_

City, St, Zip \_\_\_\_\_

Phone/Email \_\_\_\_\_

Name #4 \_\_\_\_\_

Street \_\_\_\_\_

City, St, Zip \_\_\_\_\_

Phone/Email \_\_\_\_\_

**The following page is an integral part of the application. It must be included and signed.**

# GHX INDUSTRIAL LLC d/b/a AMAZON HOSE & RUBBER CO

## TERMS AND CONDITION OF SALE

### **1. ACCEPTANCE – AGREEMENT**

GHX INDUSTRIAL LLC d/b/a AMAZON HOSE & RUBBER CO's (AMAZON) acceptance of any purchase order is limited to Purchaser's agreement to the express terms contained herein. Purchaser's agreement to these terms and conditions shall be conclusively presumed from Purchaser's placement of an online order or any other means to deliver an order with AMAZON. Any proposal for additional or different terms, or any attempt by Purchaser to vary in any degree any of the terms herein, is hereby objected to and rejected. Any provisions on the face or reverse side of any purchase order which Purchaser may send to AMAZON in connection herewith are for order identification only, are expressly objected to by AMAZON and waived by Purchaser and made inapplicable to any purchase of AMAZON products and/or services.

### **2. TERMS OF PAYMENT AND FAILURE TO PAY**

Payment is due 30 days from the invoice date in US Dollars, unless otherwise specified herein. If Purchaser fails to pay any invoice when due, or if the financial condition or credit of Purchaser becomes unsatisfactory to AMAZON, AMAZON at its option and without affecting any other lawful remedy, may change the terms of payment or suspend work and further deliveries, or both, until Purchaser provides security or other assurances for performance as demanded by AMAZON. The failure or refusal of Purchaser to provide assurances within ten (10) days after a request by AMAZON will constitute a repudiation, at AMAZON's discretion, of the entire contract, agreement, or purchase order. By submitting any purchase order or other writing, either prior or after the date of AMAZON's quotation, Purchaser represents that it is solvent for all purposes.

### **3. PRICES - QUOTATIONS**

Quotations are subject to change without notice and cover only the specified quantity. Due to conditions affecting prices, AMAZON will accept orders with the understanding that AMAZON reserves the right (with the exception to any price quoted for a special article) to change the price at any time, or from time to time, as to any part of the order then unfilled. Delivery of any part of an order at the price stated thereon shall be without prejudice to AMAZON's right, as stated, to change the price as to any remaining part of the order. All prices are subject to increase due to taxes, tariffs, duties and manufacturer price increases.

### **4. TITLE AND RISK OF LOSS**

Unless otherwise stated with the order, Purchaser is responsible for any freight costs associated with the delivery of products to its destination. Title and risk of loss will pass to Purchaser upon delivery to the common carrier or upon customer pick-up.

### **5. TAXES**

Any tax imposed on AMAZON by any law or governmental entity on the sale or use of the products sold by AMAZON shall be in addition to the sales price thereof.

### **6. DELIVERIES; FORCE MAJEURE**

(a) Deliveries shall be made F.O.B Shipping Point and Purchaser assumes all risk and liability for loss, damage, or destruction after delivery of the product to the carrier.

(b) While AMAZON shall try to schedule Purchaser's order for delivery as nearly in accordance with its instructions as possible, AMAZON does not guarantee nor assume liability for failure to meet any delivery dates.

(c) AMAZON shall not be liable for failure to deliver products ordered by Purchaser if due to fire, flood, hurricane, riots, war, terrorism, government regulation, shortages of material, qualified labor, or inventory, discontinuance or change in design of ordered products, acts of God, or other similar or dissimilar causes beyond the reasonable control of AMAZON.

### **7. CANCELLATIONS**

Except as hereafter provided regarding services cancelled upon at least sixty (60) calendar days' written notice prior to commencement of the services, cancellation of orders (whether for products or services) once placed with and accepted by AMAZON can be made only with AMAZON's written consent. Furthermore, orders may be cancelled, or deliveries deferred only upon the condition that Purchaser assumes immediate liability and makes payments to AMAZON for (a) all work completed at the unit price; (b) work in progress on the basis of percentage of completion thereof times the order unit price, and (c) raw materials, unamortized tooling, plus handling and overhead charges.

With respect to services (including, but not limited to, mobile hose testing, hose management surveys, and any and all other field services), Purchaser may cancel the services by written notice to AMAZON at least sixty (60) calendar days prior to the first day of the scheduled service. In the event Purchaser cancels a scheduled service within less than sixty (60) calendar days prior to the first day of the scheduled service, Purchaser shall pay AMAZON a cancellation charge equal to thirty percent (30%) of the proposed price for the scheduled service, in addition to any and all other cancellation charges due under the first paragraph of this Section 7.

All cancellation charges shall be determined at the time of cancellation and are immediately due and payable.

### **8. DEFERRED DELIVERIES**

AMAZON may, but is not obligated to, accept a written request by Purchaser to delay shipment of any ordered products. If delayed shipment is accepted by AMAZON, Purchaser shall pay any additional costs incurred by the delay and the price for the balance of the order shall be adjusted to reflect prices and costs in effect at the time of actual shipment. Any agreed to shipping delay is not to exceed thirty (30) days on that portion of the order which is not then in process or completed on condition that at the expiration of such time definite shipping instructions which meet with AMAZON's approval are given. Should the Purchaser at the expiration of the delay period fail to furnish definite acceptable shipping instructions, AMAZON shall have the right to make a cancellation charge on the same conditions and terms of payment as outlined under "Cancellations."

### **9. RETURNED GOODS POLICY**

Requests for the return of products purchased from AMAZON will be considered only if the product is in new, resalable condition and in its original packaging. Fabricated custom hoses and gaskets, and special order non-inventoried items are not eligible for return. Eligible return

items will be subject to restocking charges and should only be returned to AMAZON after a Return Goods Authorization Number has been obtained from AMAZON's Sales department.

### **10. SHORTAGES**

Shortages or differences in shipments must be reported in writing to AMAZON within ten (10) days after receipt of shipment.

### **11. WARRANTY; LIMITATION OF LIABILITY**

Warranties for the products shall be as follows: (1) with respect to the design, workmanship and materials of the products, AMAZON extends to Purchaser, and does hereby assign to Purchaser, the same warranty or warranties regarding design, workmanship and materials relating to the products as the manufacturer or supplier of the products extends to AMAZON, which shall be the sole warranty or warranties extended to Purchaser with regard to the products, and (2) with respect to any fabrication work relating to the products performed by AMAZON, AMAZON warrants its workmanship for a period of ninety (90) days from the shipment date.

With respect to services supplied to Purchaser, AMAZON warrants it will perform all services in a workmanlike manner in accordance with (i) any specifications set forth on any applicable service order; (ii) any Purchaser site requirements communicated to AMAZON; and (iii) generally accepted industry practices applicable to the services; and (iv) these Terms and Conditions. If AMAZON breaches this warranty with respect to the services, upon notice from Purchaser delivered not less than 60 days after such services have been provided, AMAZON will promptly repair, replace or re-supply the services in question (including shipping and labor costs, but not including removal or reinstallation costs) at no cost to Purchaser.

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL AMAZON BE LIABLE FOR INCIDENTAL, INDIRECT, REMOTE, OR CONSEQUENTIAL DAMAGES. THE TOTAL LIABILITY OF AMAZON FOR ANY DAMAGES HEREUNDER SHALL BE LIMITED TO THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS AND/OR SERVICES PURCHASED HEREBY.

Written notice of any claimed defect must be given to AMAZON within thirty (30) days after such defect is or should have been discovered. Products claimed to be defective must be held for AMAZON's shipping instructions. No claim for products alleged to be defective will be allowed until AMAZON has had a reasonable opportunity to examine the products. AMAZON's obligation with respect to defective products is expressly limited to the repair or replacement of, or at its option, allowing credit for any such products, all as herein above provided. This warranty does not extend to (a) any losses due to misuse, accident, abuse, neglect, normal wear and tear, or improper installation, maintenance or application; (b) products that have been repaired or altered outside of AMAZON's facility, unless authorized in writing by AMAZON or unless such installation, repair or alteration is performed by AMAZON; or (c) any labor charges for removal and/or replacement of the non-conforming or defective product or part thereof. This warranty extends to Purchaser only and not to Purchaser's customers or users of Purchaser's products.

### **12. DOCUMENTS DISCLAIMER**

ANY AND ALL DRAWINGS PROVIDED BY AMAZON ARE NOT ENGINEERING DRAWINGS AND ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. THEY SHOULD NOT BE USED FOR FABRICATION, MANUFACTURING, PRODUCTION, OR ANY OTHER APPLICATION WITHOUT VERIFICATION BY AN ENGINEER OR OTHER APPROPRIATE DESIGN PROFESSIONAL THAT THEY MEET ANY AND ALL CODES AND ENGINEERING AND OTHER REQUIREMENTS APPLICABLE TO SUCH APPLICATION. AMAZON MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE, ACCURACY, CURRENCY, SUITABILITY OR RELIABILITY OF THE DATA PROVIDED IN THE DRAWINGS FOR ANY PURPOSE. THE USER ACCEPTS THE DATA "AS IS", AND ASSUMES ALL RISKS ASSOCIATED WITH ITS USE. AMAZON ASSUMES NO RESPONSIBILITY FOR ACTUAL OR CONSEQUENTIAL DAMAGES INCURRED AS A RESULT OF ANY USER'S RELIANCE ON THE DATA.

### **13. INDEMNIFICATION**

Purchaser agrees to defend, indemnify and hold harmless AMAZON, its parent and affiliates, and their officers, agents and employees, against all third-party claims, losses, expense and causes of action of every kind, to the extent arising out of, or in connection with the acts or omissions of Purchaser in relation to this Agreement or the article(s) sold hereunder.

### **14. GOVERNING LAW; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to any conflict of laws principles. Venue for any action shall lie in the federal or state courts of Houston, Harris County, Texas, and without regard to the United Nations Convention on the International Sale of Goods or other international treaty, rule, or accord.

### **15. ENTIRE AGREEMENT**

These Terms and Conditions of Sale and Purchaser's underlying online order to which they relate constitute the entire agreement between the parties. Except as otherwise provided for herein, any changes must be agreed to in writing by AMAZON. No statement, recommendation or assistance made or offered by AMAZON through its salespersons or other representatives to the Purchaser with respect to the use of any product sold by AMAZON shall be or constitute a waiver by AMAZON of any of the provisions hereof.

Customer Name \_\_\_\_\_

Accepted and acknowledged by \_\_\_\_\_

Date \_\_\_\_\_