



**GEM ELECTRIC MOTOR & PUMP CO.**

P.O. Box 78583  
Shreveport LA 71137  
Phone 318-221-1372 Fax 318-459-9146

**Customer Credit Application**

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Mailing Address (if different): \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_ Billing Contact Name: \_\_\_\_\_  
Federal ID \_\_\_\_\_  
Business Form: \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Sole Proprietorship  
Are purchase orders required? \_\_\_ Yes \_\_\_ No Signatures required? \_\_\_ Yes \_\_\_ No  
Lease/Well names required? \_\_\_ Yes \_\_\_ No  
Type of Business: \_\_\_\_\_ Years in Business: \_\_\_\_\_  
Would you like invoices: \_\_\_ Faxed \_\_\_ Emailed Email Address: \_\_\_\_\_

**Principal Information**

Officer/Owner Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
  
Officer/Owner Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

**Business Credit Information**

Bank Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**Trade References**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip Code \_\_\_\_\_

By signing below, I indicate and attest that I am an authorized agent of this business. I hereby authorize an investigation of credit by GEM Electric for the purpose of purchasing products on credit terms. I authorize GEM Electric to contact the references I have listed on this sheet, and I further authorize those references to discuss my account with GEM Electric.

Account Terms:

- Unless otherwise provided in writing, freight charges on all shipments, and spotting, switching, demurrage, or drayage at destination are to be paid by Buyer. All incoming shipping and handling charges on all material on which the supplier of said material does not pre-pay or allow freight into GEM Electric warehouse, and all outgoing shipping and handling charges on all shipments from GEM Electric to Buyer shall be borne by Buyer. If a specific delivery carrier is required, Buyer must designate such carrier in writing to GEM Electric prior to shipment. Standard shipping is UPS Ground service, although expedited freight is available at the customer's expense.
- Pricing of Gem Electric merchandise is subject to change without prior notice. Quoted prices are subject to addition for federal, state or local taxes. It is the obligation of the Buyer to provide evidence of sales tax exemption to GEM Electric, LLC.
- Unless otherwise noted, terms of the payment are Net 30 days. Account balances over 30 days shall be subject to a penalty of 1.5% per month (18% annum). Should the financial responsibility of the Buyer at any time become unsatisfactory to GEM Electric, GEM Electric shall have the right to require payment for any shipment hereunder in advance or, in the alternative, the provision of satisfactory security. If Buyer fails to make payment in accordance with the terms of the Agreement or fails to comply with any provision hereof, GEM Electric may at its option, in addition to any other remedies, cancel any unshipped portion of an order and other pending orders. Buyer shall remain liable for all unpaid accounts. Buyer agrees to pay all collection costs and expenses, including reasonable attorneys' fees, incurred by GEM Electric, LLC in collecting or attempting to collect such account.
- Any Buyer purchase order is subject to approval and acceptance by an authorized representative of GEM Electric and subject to the terms set forth herein. Buyer agrees to inspect the Products within seventy-two (72) hours after receipt of the Products, and Buyer agrees to promptly notify GEM Electric of any readily-apparent defects or nonconformities. Buyer waives any right to object to such defects or nonconformities later than seventy-two (72) hours after receipt of the Products.
- GEM Electric shall not be liable for any failure or delay in manufacture, shipment or delivery of Products resulting from any cause beyond GEM Electric's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, strike, lockout, or other labor difficulty, riot, war, terrorist acts, insurrection, shortage of or inability to secure labor, raw materials, production or transportation facilities. Shipping dates are approximate and are based on conditions at the time of quotation. In the event of such delay, there will be no termination and the date of delivery shall be extended for a period equal to the time lost by reason of the delay.
- Claims for errors, shortages or defective goods must be made within ten (10) days after receipt of material.
- No Products will be accepted for return without a GEM Electric approved Return Goods Authorization (RGA). All returns are subject to a restocking charge. Special ordered or modified Products are not returnable.

- No order may be canceled or changed in whole or in part without the prior written consent of GEM Electric. Shipment of Products cannot be extended beyond the original shipping date specified without GEM Electric's consent.
- GEM Electric warrants that the products and/or services covered hereby conform to the description and specifications accepted by GEM Electric with respect to the products and/or services, if any. ALL WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GEM Electric shall not be liable for incidental or consequential damages directly or indirectly arising or resulting from the breach of any of the terms hereof or from the sale, handling or use of the products sold or services rendered. GEM Electric's liability hereunder, for breach of warranty, negligence or otherwise, is expressly limited at the option of GEM Electric: (A) to the replacement at the agreed point of delivery of any products found to be defective or not to conform to the specifications set forth herein; (B) to the repair of such products, or (C) to the crediting of the price of such products. GEM Electric is a distributor, and not a manufacturer of products. Accordingly, any warranty of quality, merchantability or fitness of a particular purpose is that of the manufacturer only and NOT that of GEM Electric. GEM Electric agrees to use commercially reasonable efforts to cause its manufacturers to furnish products that will be free from defects in material and workmanship, will be free from patent infringement, and will be merchantable. Should the product fail to meet any manufacturer's recommendations and standard industry practice, GEM Electric shall assist buyer in obtaining suitable repair or replacement, or other remedy, as provided in the applicable manufacturer's warranty.

I agree to the terms of account for GEM Electric, LLC and to pay my account within these terms.

\_\_\_\_\_  
Authorized By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**For Office Use Only**

Approved by: \_\_\_\_\_

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

Terms: \_\_\_\_\_

Credit Limit: \_\_\_\_\_

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

Entered By: \_\_\_\_\_