



DIAMOND TOOLS

P.O. BOX 421397

INDIANAPOLIS, IN 46241

TOLL FREE: (844)282-6920 FAX: (317) 735-2928

CREDIT APPLICATION

COMPLETE, SIGN AND RETURN TO ACCOUNTS RECEIVABLE DEPARTMENT BY FAX AT (317)735-2928

Business Type: LLC Partnership Corporation State: _____

How Long In Business: _____ D&B Number: _____

Purchase Orders Required? Yes No Tax Exempt? Yes No (attach certificate)

Tax ID Number: _____ Number of Employees: _____

Email Address (Required) for Receiving Invoices and Statements: _____

Company Name, Billing Address, Phone Number (NOT A Cell Phone), Fax Number and Email

Names, Addresses, Cell Phone Number, and Email of Officers or Owners

Name of Person to Contact Regarding Purchase Orders and Invoices, Title, Address, Email and Phone Number

Trade References: Company Name, Address, Contact, Phone Number and Fax Number (FAX # REQUIRED)

1. _____

2. _____

3. _____

Authorized Buyers: Name, Title, and Phone Number

(If none are provided, ProSource Diamond Tools, LLC will assume that any person representing themselves as an authorized buyer is so authorized by you.)

The above information is given for the purposes of obtaining credit and a national account and is warranted to be true. Any modification hereto must be acknowledged in writing by both parties or will be considered ineffective. Buyer authorizes ProSource Diamond Tools, LLC to obtain information from the above references and from credit bureaus or similar agencies. Buyer certifies that it agrees to the terms and conditions herein. Buyer acknowledges that payment terms are 1% -10/Net 30 and payment is due within 30 days of the invoice date. If any item is in dispute, Buyer must contact the billing department within seven (7) days of the invoice date. Otherwise, the debt is valid and must be paid in full. If ProSource Diamond Tools, LLC must take any legal or collection action to recover past due amounts for this account, Buyer agrees to pay all attorney's fees and/or any costs incurred by ProSource Diamond Tools, LLC for collection. Past due amounts will incur a finance charge of 1.5% per month (18% annually). By signing below, I represent that I am authorized to sign on behalf of Buyer. This agreement is governed by Indiana state law. All disputes arising out of this application or related to the Buyer's open account shall be subject exclusively to the jurisdiction of the Indiana federal and state courts. If any part of this agreement is deemed unenforceable, the remainder shall remain in full force and effect. A faxed or electronic signature shall be considered an original signature.

ADDITIONAL TERMS AND CONDITIONS ARE ATTACHED TO THIS AGREEMENT. BUYER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS ENTIRE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.

Date: _____

Print Name: _____

Signature: _____

Title: _____

Continuing and Personal Guaranty

In consideration of the credit that ProSource Diamond Tools, LLC may from time to time extend to Buyer, the undersigned, personally, individually, unconditionally, and jointly and severally guarantee to ProSource Diamond Tools, LLC, its successors and assigns, the payment when due, together with costs of collection, including but not limited to collection agency or attorneys' fees and expenses and court costs, without relief from valuation or appraisement laws all amounts owed by Buyer hereunder, whether present or future.

Date: _____

Date: _____

Principal Name: _____

Principal Name: _____

Printed: _____

Printed: _____

Address:

Address:

City: _____

City: _____

State: _____ ZIP: _____

State: _____ ZIP: _____

S.S. #: _____

S.S. #: _____

TERMS AND CONDITIONS

Limited Warranty:

ProSource Diamond Tools, LLC warrants all of its diamond tools against defects in material and workmanship for a period of one (1) year from the date of shipment to Buyer. All laser welded blades and bits are warranted against segment loss due to weld failure. Determination of the applicability of warranty will be made after the product is inspected by our Warranty Claims Department. The warranty does not cover any tool which ProSource Diamond Tools, in its sole discretion, determines to have been used in an improper application, subjected to negligent abuse, improperly mounted, altered, involved in a non-application accident or miscellaneously damaged. The responsibility of ProSource Diamond Tools under this Warranty is limited to repair or replacement at ProSource Diamond Tools' sole option free of charge. **THIS WARRANTY AND THE REMEDIES PROVIDED HEREUNDER ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER REMEDY OR WARRANTY, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. IT IS EXPRESSLY AGREED THAT ANY IMPLIED WARRANTY OF MERCHANTABILITY, WORKMANSHIP, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED AND PROSOURCE DIAMOND TOOLS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR MISUSE OF THE PURCHASED ITEMS.** This warranty includes all labor, parts and shipping costs via UPS ground.

Proof of purchase in the form of an invoice showing the date of shipment to be within one (1) year must accompany all warranty claims. ProSource Diamond Tools reserves the right, in its sole discretion, to prorate any warranty claim based upon a percentage of tool life prior to the failure in question.

Any product returned to ProSource Diamond Tools for replacement shall become the property of ProSource Diamond Tools. The Buyer shall be responsible for all costs of shipping, customs clearance and other related charges in connection with ProSource Diamond Tools' replacement or repair of products located outside the continental United States pursuant to the limited warranty.

This warranty applies only to new and unused grooving or grinding machines and accessory equipment which after shipment from the ProSource Diamond Tools factory have not been altered, changed or repaired in any manner. The validity, performance and interpretation of the limited warranty shall be governed by the internal laws (and not the laws of conflicts) of the State of Indiana. All disputes arising in connection with the limited warranty shall be resolved, if not sooner settled, by a court of competent jurisdiction located in Marion County, Indiana, U.S.A. If ProSource Diamond Tools initiates or is a party to legal proceedings to recover sums owed by Buyer, ProSource Diamond Tools shall also recover its reasonable attorney's fees, costs and expenses.

Exclusive Remedy:

Replacement or repair of the ProSource Diamond Tools' products as provided under this warranty is the Buyer's exclusive remedy. Notwithstanding the above and regardless of the circumstances, ProSource Diamond Tools' total liability to the Buyer for any and all claims, losses, or damages arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability, breach of warranty or otherwise, shall in no event exceed the purchase price of the products from which such cause arose. In no event shall ProSource Diamond Tools be liable for special, incidental, punitive, consequential, or exemplary damages.

Limitations on Warranty:

Payment shall constitute acceptance of material. Any and all claims by Buyer as to any of the material purchased shall be made in writing and be made no later than 30 days after the same is purchased from ProSource Diamond Tools. If no claim is made within such period, Buyer shall be deemed to have waived any rights to any claims against ProSource Diamond Tools for such material. If a claim is asserted pursuant to this paragraph but the Buyer does not institute legal proceedings against ProSource Diamond Tools within one year from the date set forth in the written claim, then Buyer shall be precluded from asserting such claim in any lawsuit filed after such one year period.

Entire Agreement:

It is agreed and understood by the parties that this Agreement constitutes the entire agreement between the parties, and supersedes and replaces all other prior understanding or agreements relating to the premises covered by this Agreement. The Agreement may not be changed, modified or varied except by writing and signed by an authorized representative of ProSource Diamond Tools. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Buyer's purchase order, or any other document produced or provided by Buyer, this Agreement shall govern.