

STAUFFER DIESEL INC. / STADCO CREDIT APPLICATION

APPLICANT INFORMATION

Company Name:			
E-mail address:		Phone:	Fax:
Mailing address:			
City:		State:	ZIP Code:
Shipping address:			
City:		State:	ZIP Code:
Subsidiary or division of:			
Fed. ID # (or Social Security if Individual)			# of yrs in business:
Name of Owners/Partners/Corporate Officers:			
1)		Title:	
2)		Title	
Amount of Credit Applied For (estimated monthly purchases, i.e. \$500,\$1,000, etc.): \$			
Your Type of Business and Product Interests (Please circle all that apply):			
Clutches	Engine Purchases	Generator Sets	Service & Parts

BANK INFORMATION

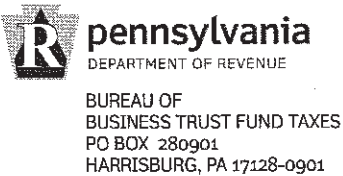
Name of Bank:			
E-mail:		Phone:	Fax:
Address:			
City:		State:	ZIP Code:
Account #:			

TRADE REFERENCES

Name:			
Address:			
City:		State:	ZIP Code:
E-mail:		Phone:	Fax:
Name:			
Address:			
City:		State:	ZIP Code:
E-mail:		Phone:	Fax:
Name:			
Address:			
City:		State:	ZIP Code:
E-mail:		Phone:	Fax:

I, hereby represent that I am authorized to submit this application on behalf of the company named above, and the information provided is for the purpose of obtaining credit and is warranted to be true. I authorize Stauffer Diesel Inc. / Stadco to contact the above credit references and authorize our bank and suppliers to furnish you with any information necessary to complete your evaluation of our credit history. Upon the approval of Stauffer Diesel Inc. / Stadco, this entitles me to purchase Stauffer Diesel Inc. / Stadco products on Open Account to the extent of the credit limit approved. I understand that this account is conditional upon the above named company maintaining a favorable payment and credit history with Stauffer Diesel Inc. / Stadco. I understand the terms on the invoice from Stauffer Diesel Inc. / Stadco will be Net 30 days. I further understand that a 1.5% service charge per month will be levied for all invoices which are past the 30-day due date, and that my Open Account privileges may be suspended.

Signature of applicant	Date
Please Print Name	Title



**PENNSYLVANIA EXEMPTION
CERTIFICATE**

CHECK ONE:

- STATE OR LOCAL SALES AND USE TAX
- STATE OR LOCAL HOTEL OCCUPANCY TAX
- PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)
- VEHICLE RENTAL TAX (VRT)

(Please Print or Type)

This form cannot be used to obtain a Sales Tax License Number, PTA License Number or Exempt Status.

**Read Instructions
On Reverse Carefully**

THIS FORM MAY BE PHOTOCOPIED - VOID UNLESS COMPLETE INFORMATION IS SUPPLIED

- CHECK ONE:** PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE (USE FOR ONE TRANSACTION)
 PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE (USE FOR MULTIPLE TRANSACTIONS)

Name of Seller, Vendor, or Lessor
STAUFFER DIESEL INC

Street	City	State	ZIP Code
34 STAUFFER LANE, PO BOX 586	EPHRATA	PA	17522

NOTE: Do not use this form for claiming an exemption on the registration of a vehicle. To claim an exemption from tax for a motor vehicle, trailer, semi-trailer or tractor with the PA Department of Transportation, Bureau of Motor Vehicles, use one of the following forms:

- FORM MV-1 Application for Certificate of Title (first time registrations)
- FORM MV-4ST Vehicle Sales and Use Tax Return/Application for Registration (other registrations)

Property and services purchased or leased using this certificate are **exempt** from tax because: (Select the appropriate paragraph from the back of this form, check the corresponding block below and insert information requested.)

- 1. Property or services will be used directly and predominately by purchaser in performing purchaser's operation of: _____
- 2. Purchaser is a/an: _____
- 3. Property will be resold under License Number _____. (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)
- 4. Purchaser is a/an: _____ holding Exemption Number _____
- 5. Property or services will be used directly and predominately by purchaser performing a public utility service.
 PA Public Utility Commission PUC Number _____ and/or US Department of Transportation MC/MX _____
- 6. Exempt wrapping supplies, License Number _____. (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)
- 7. Other _____
 (Explain in detail. Additional space on reverse side.)

I am authorized to execute this Certificate and claim this exemption. Misuse of this Certificate by seller, lessor, buyer, lessee, or their representative is punishable by fine and imprisonment.

Name of Purchaser or Lessee	Signature	EIN	Date

Street	City	State	ZIP Code

1. ACCEPTANCE AND VALIDITY:

For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within 60 days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.

2. REPRODUCTION OF FORM:

This form may be reproduced but shall contain the same information as appears on this form.

3. RETENTION:

The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies.

DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.

4. EXEMPT ORGANIZATIONS:

This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of \$200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (example: 75-00000-0).

GENERAL INSTRUCTIONS

Those purchasers set forth below may use this form in connection with the claim for exemption for the following taxes:

- a. State and Local Sales and Use Tax;
- b. PTA rental fee or tax on leases of motor vehicles;
- c. Hotel Occupancy Tax if referenced with the symbol (●);
- d. PTA fee on the purchase of tires if referenced with the symbol (+);
- e. Vehicle Rental Tax (VRT)

EXEMPTION REASONS

1.) Property and/or services will be used directly and predominately by purchaser in performing purchaser's operation of:

- A. Manufacturing B. Mining C. Dairying D. Processing E. Farming F. Shipbuilding

This exemption is not valid for property or services which are used in: (a) constructing, repairing, or remodeling of real property, other than real property which is used directly in exempt operations; or (b) maintenance, managerial, administrative, supervisory, sales, delivery, warehousing or other nonoperational activities. Effective October 1, 1991, this exemption does not apply to certain services and PTA tire fee.

2.) Purchaser is a/an:

- + A. Instrumentality of the Commonwealth.
- + B. Political subdivision of the Commonwealth.
- + ● C. Municipal Authority created under the "Municipality Authorities Acts".
- + ● D. Electric Cooperative Corporations created under the "Electric Cooperative Law of 1990".
- E. Cooperative Agricultural Associations required to pay Corporate Net Income Tax under the Cooperative Agricultural Association Corporate Net Income Tax Act (exemption not valid for registered vehicles).
- + ● F. Credit Unions organized under "Federal Credit Union Act" or Commonwealth "Credit Union Act".
- + ● G. United States Government, its agencies and instrumentalities.
- H. Federal employee on official business (Exemption limited to Hotel Occupancy Tax only. A copy of orders or statement from supervisor must be attached to this certificate.)
- I. School Bus Operator (This Exemption Certificate is limited to the purchase of parts, repairs or maintenance services upon vehicles licensed as school buses by the PA Department of Transportation. For purchase of school buses, see NOTE below.)

3.) Property and/or services will be resold or rented in the ordinary course of purchaser's business. If purchaser does not have a PA Sales Tax License Number, complete Number 7 explaining why such number is not required. This Exemption is valid for property or services to be resold: (1) in original form; or (2) as an ingredient or component of other property.

4.) **Renewable Entities beginning with the two numbers 75:**

- A. Religious Organization
- B. Volunteer Firemen's Organization
- C. Nonprofit Educational Institution
- D. Charitable Organization

Permanent Exemptions beginning with the two numbers 76:

- E. School District

Special Exemptions:

- F. Direct Pay Permit Holder
- + ● G. Individual Holding Diplomatic ID
- H. Keystone Opportunity Zone
- I. Tourist Promotion Agency

Exemption limited to purchase of tangible personal property or services for use and not for sale. The exemption shall not be used by a contractor performing services to real property. An exempt organization or institution shall have an exemption number assigned by the PA Department of Revenue and diplomats shall have an identification card assigned by the Federal Government. The exemption for categories "A, B, C and D" are not valid for property used for the following: (1) construction, improvement, repair or maintenance of any real property, except supplies and materials used for routine repair or maintenance of the real property; (2) any unrelated activities or operation of a public trade or business; or (3) equipment used to maintain real property.

5.) Property or services will be used directly and predominately by purchaser in the production, delivery, or rendition of public utility services as defined by the PA Utility Code.

This Exemption is not valid for property or services used for the following: (1) construction, improvement, repair or maintenance of real property, other than real property which is used directly in rendering the public utility services; or (2) managerial, administrative, supervisor, sales or other nonoperational activities; or (3) tools and equipment used but not installed in maintenance of facilities or direct use equipment. Tools and equipment used to repair "direct use" property are exempt from tax.

6.) Vendor/Seller purchasing wrapping supplies and nonreturnable containers used to wrap property which is sold to others.

7.) Other (Attach a separate sheet of paper if more space is required.)

TERMS AND CONDITIONS OF SALE AND SERVICE

Stauffer Diesel Inc./Stadco

The following TERMS & CONDITIONS OF SALE AND SERVICE are an integral part of each sale made, service rendered and verbal statements made by Stauffer Diesel Inc. Stadco Division or Stadco Products Division,, hereinafter called "SDI". Customers, buyers, and those seeking consultation only are hereinafter referred to as "Buyer".

Title to the goods shall remain with SDI until total purchase price is paid in full.

1. Payment Terms

a. All sales are cash unless prior credit (Open Account) has been established with SDI. All invoices are rendered in net due amount and discounts are not allowed. All payments must be in US Dollars.

b. Payment terms for credit sales are listed on each invoice. Buyer's signature on the invoice certifies the payment terms section of the invoice has been read and found to be acceptable and binding upon Buyer. A late fee of 1.5% (minimum of \$3.00) of the total remaining balance will be added monthly to all overdue unpaid Open Accounts.

c. Past due Open Accounts will be placed on credit hold, thereby preventing the extension of any further credit to Buyer. All accounts not paid within invoice or contract terms are subject to legal enforcement and collection. BUYER HEREBY AGREES TO PAY AND OTHERWISE REIMBURSE SDI FOR ANY AND ALL EXPENSES INCURRED IN COLLECTION OR ENFORCEMENT EFFORTS EXTENDED TO RECOVER THE DELIQUENT BALANCE. THESE EXPENSES INCLUDE BUT ARE NOT LIMITED TO REASONABLE ATTORNEY'S FEES, MONIES PAID TO COLLECTION AGENCIES, CLERICAL EXPENSES, AND OFFICIAL FEES.

2. Delivery All orders are FOB from an SDI facility. Method and route of shipment is at SDI's discretion unless the Buyer provides explicit shipping instructions. Shipments may be insured at the discretion of SDI and at Buyer's expense.

3. Claims and Returns

a. All sales are final, However, SDI may at its option authorize refunds or credits for returned goods via SDI Form #D24. All requests to return goods purchased from SDI for whatever reason shall be deemed waived and released by Buyer unless made either in writing or in person to SDI within thirty (30) days of the date of purchase.

b. All returns must be shipped prepaid and are subject to 20% handling charge. Buyer is responsible for transportation costs.

c. All Claims for shortages must be made in writing within seven (7) calendar days to SDI.

d. Buyer agrees that all claims against and all requests for compensation for or correction of defects; whether workmanship, repairs or product defects shall be deemed waived and released by Buyer unless made either in writing or in person to SDI within forty-five (45) days of the date rendered or delivered.

e. For discretionary returns, repairs or remedies, Buyer agrees that SDI remedy is limited to the original purchase price.

f. When unit model and serial number are not furnished with order fit and function of replacement parts is not guaranteed.

4. Shipping and Handling Claims Should a shipment be received by the Buyer in a damaged condition, the Buyer is responsible for filing a claim immediately with the Common Carrier. SDI not responsible for damage caused by the Common Carrier or any contracted carrier.

5 Special Orders Items special ordered for a customer are not returnable unless accepted by the manufacturer, and only in accordance with such terms as the manufacturer may require for return.

6 Prices All prices are subject to change without notice and are those in effect at the time of shipment. Parts supersedures from manufacturers are subject to changes of part number and price without notice.

7 Repairman's Lien All repairs made by SDI to equipment sold under This Terms and Conditions of Sale or to any other equipment subject to repairs by SDI shall be subject to an express repairman's lien. SDI shall have the right to maintain possession of any equipment upon which repairs (or alterations) are made pending satisfaction of the cost of such repairs, including labor, materials and storage charges. Pursuant to applicable law, if necessary, SDI shall have the right to sell such equipment to satisfy the lien.

8 Governing Law and Jurisdiction Each sale of SDI products and/or services and these Terms and Conditions of Sale shall be construed in accordance with the laws of Commonwealth of Pennsylvania. EXCLUSIVE VENUE AND JURISDICTION FOR RESOLUTION OF ANY DISPUTES ARISING OUT OF OR RELATED TO THE SALE AND PURCHASE OF SDI PRODUCTS OR SERVICES OR THESE TERMS AND CONDITONS OF SALE AND SERVICE SHALL BE IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA, OR, AT THE OPTION OF SDI, THE US DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA. Notwithstanding the foregoing, SDI may, at its discretion, submit to final and binding arbitration any disputes arising out of or related to the sale and purchase of SDI products or services or these TERMS AND CONDITIONS OF SALE AND SERVICE. If SDI elects to submit any matter to binding arbitration, Buyers consents thereto and agrees to be bound by any decision rendered, and agrees that judgement may be entered thereon.

9. Protection of Buyer's Property SDI is not responsible for protection of Buyer's property which is (may be) left on SDI premises for thirty (30) days or more pursuant to billing date, or notice to pick up date, whichever occurs first.

DISCLAIMER OF ALL WARRANTIES

a. EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS OF SALE AND SERVICE, SDI SHALL BE IMMUNE FROM ANY AND ALL LIABILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, CONTRACT, SPECIAL OR INCIDENTAL DAMAGES, HOWSOEVER CAUSED, AND SHALL HAVE NO LIABILITY FOR ANY DAMGES DUE TO THE ACTUAL OR IMPLIED NEGLIGENCE OF ANY

EMPLOYEE OR AGENT OF SDI, AND SHALL HAVE NO RESPONSIBILITY FOR THE DISCRETIONARY REPAIR OR REPLACEMENT OF ANY ITEM.

b. All equipment and parts are sold ONLY with the limited warranty of the original manufacturers of the products. The manufacturer's written warranty covering engines, power equipment, generator units or other equipment is available with each unit. Additional copies of the manufacturer's warranties are available at the office of SDI. THE MANUFACTURER'S WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, LIMITED OR FULL, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE MANUFACTURER'S LIMITED WARRANTY IS THE SOLE WARRANTY WITH RESPECT TO THE PRODUCTS.

c. EXCEPT AS EXPRESSLY STATED IN THE MANUFACTURER'S LIMITED WARRANTIES, THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES MANUFACTURED, PROVIDED OR SOLD BY SDI, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Manufacturer's warranties are limited solely and exclusively to repair or replacement of engine or parts, including removal and reinstallation according to the terms of the original manufacturer's warranty and do not include any liability for any incidental consequential or other damage of any kind whatsoever. The warranties do not cover parts or accessories that fail due to abuse, misuse, neglect, alterations or accident or which have been improperly maintained or repaired, misapplied or used in applications for which they were either not designed or not approved by the manufacturer.

d. UNDER NO CIRCUMSTANCES WILL THE BUYER BE ENTITLED TO RESCISON OR TO A REDUCTION IN THE PURCHASE PRICE OR TO ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF EQUIPMENT, COST OF RENTALS OR REPLACEMENT OR ANY OTHER COMMERCIAL LOSS. NO PERSON OR AGENT IS AUTHORIZED TO CREATE OR OTHERWISE MODIFY ANY WARRANTY ON BEHALF OF SDI OR TO CREATE ANY OTHER LIABILITY IN CONNECTION WITH ANY GOODS SOLD BY SDI, UNLESS MADE IN WRITING BY AN OFFICER OF SDI.

COMMUNICATION DISCLAIMER

a. For purposes of this document and all provisions expressed herein, "Communication" shall include:

- 1. any statements, conversations, or any other expression of ideas in any form other than in writing, that pertains, describes, or otherwise touches upon installation, maintenance, repair, or any other type of work or labor that might be performed to any piece of Buyer's equipment or related accessories,

regardless of where such equipment has been purchased or serviced.

- 2. any language pertaining to approval, opinion, or endorsement, either expressed or implied, of any intended usage of Buyer's equipment or accessory.

b. All Communication, except as provided in writing and signed by

an SDI Officer, is designed only to provide an avenue by which a Buyer may communicate with SDI to express questions or concerns regarding a SDI product or service.

c. NO COMMUNICATION IN ANY MANNER OR FORM OTHER THAN A FORMAL WRITING, SIGNED BY AN OFFICER OF SDI, BETWEEN SDI AND BUYER, IRRESPECTIVE OF WHERE BUYER HAS PURCHASED THE PRODUCT, SHALL BE CONSTRUED, INTERPRETED, OR OTHERWISE UNDERSTOOD AS CREATING OR CONSTITUTING WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

d. NO SUCH COMMUNICATION, UNLESS IN WRITING AND SIGNED BY AN SDI OFFICIAL, SHALL BE CONSTRUED, INTERPRETED, OR OTHERWISE UNDERSTOOD AS FORMING ANY EXPERT ANALYSIS OR OPINION REGARDING PURPORTED INSTALLATION, MAINTENANCE, OR REPAIR WORK TO BE PERFORMED TO BUYER'S EQUIPMENT.

e. BUYER HEREBY ASSUMES ANY AND ALL RISK, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY RESULT FROM BUYER'S ACTIONS WITH REGARD TO BUYER'S EQUIPMENT, PROPERTY, OR BUSINESS INTERESTS, WHETHER OR NOT SUCH ACTION WAS A RESULT OF ANY COMMUNICATION FROM SDI.

f. SDI continually strives and endeavors to advise all Buyers concerning the best and latest practices to promote the safe operation, proper maintenance, and maximum service life of all equipment. HOWEVER, SDI DISCLAIMS ANY AND ALL LIABILITY AND RESPONSIBILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, CONTRACT, SPECIAL, OR INCIDENTAL DAMAGES, HOWSOEVER CAUSED, AND SHALL HAVE NO LIABILITY FOR ANY DAMAGES, FOR FAILURE TO INSTRUCT, COUNSEL, ADVISE, OR PROVIDE BUYER ANY AND ALL INFORMATION REGARDING EQUIPMENT SIZING, APPLICATION, INSTALLATION, OPERATION, PRODUCT SAFETY, PRODUCT IMPROVEMENT, MAINTENANCE, REPAIR PROCEDURE, OR ANY OTHER RELATED ACTION OR ADVICE THAT MAY HAVE BEEN IN THE BEST INTEREST OF THE BUYER OR ANY EQUIPMENT OR PROPERTY OWNED OR OPERATED BY BUYER.

COMPANY NAME: _____

DATE: _____

I Have read, understood and agree to abide by the above:

x _____
SIGNATURE & TITLE