



865 West 2600 South, Salt Lake City, UT 84119  
 Phone 800/247-8424 or 801/972-1181 Fax 801/972-3265

**HYDROBLASTERS - HYDROKLEEN - HYDROPADS**

**CREDIT APPLICATION**

Applicant Name		Type of Business	Amount Required	
Address		How long in Business	How long at this address	
City	State	Zip	Phone & Fax	
Location of equipment (if other than above)		City	State	Zip
Type of Business	{ } Proprietorship { } Ptr. { } Corp.	Must have: S.S #	or	Fed Tax ID #

**PRINCIPALS / TITLE**

1. NAME / ADDRESS / CITY / STATE / ZIP	SOC.SEC. #
2. NAME / ADDRESS / CITY / STATE / ZIP	SOC.SEC. #

**TRADE REFERENCES**

1. NAME / ADDRESS	PHONE	FAX
2. NAME / ADDRESS	PHONE	FAX
3. NAME / ADDRESS	PHONE	FAX

**BANK REFERENCES**

1. NAME / BRANCH / OFFICER / ACCOUNTS	PHONE	FAX
2. NAME / BRANCH / OFFICER / ACCOUNTS	PHONE	FAX

**APPLICANT AGREES TO THE TERMS OF THE HYDRO ENGINEERING, INC. SALES AGREEMENT and further agrees that:** Payment terms are 50% due with order and remaining 50% due prior to shipping. On approved credit, 30 day net terms may be applied to Parts and Service orders. No merchandise is to be used under conditions beyond our control, except for the express Manufacturer's Warranty, no representation or warranty, express or implied, concerning the results of the use or handling of these products made. THE PURCHASER AGREES to pay a finance charge of 1.83% per month (22% annually) on the past due balance; and further agrees to pay all costs incurred in the enforcing of this agreement including reasonable attorney fees. This agreement is the Utah contract and shall be governed by the laws and jurisdiction of the state of Utah. You also agree to authorize obtaining credit information and agree to the release of credit information. This authorization shall continue without expiration and a photo copy or fax copy shall be given the same effect as the original.

ACCEPTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: / /  
 PRINT NAME: \_\_\_\_\_

# HYDRO ENGINEERING, INC. SALES AGREEMENT

No merchandise is to be returned for credit without prior written approval, via RGA and is subject to a RESTOCKING CHARGE of 19%. NO WARRANTY: As these products will be used under conditions beyond our control, except for express Manufacturer's Warranty, no representation or warranty, express or implied, concerning the results of use or handling of these products is made. THE PURCHASER WARRANTS: That he is financially solvent; that the agent receiving goods on behalf of the purchaser is authorized to receive these goods; that products received will only be used as per directions of product label; AND AGREES to pay a finance charge of 1.83% per month (22% annually) on the past due balance; and further agrees to pay all costs incurred in the enforcing of this agreement including reasonable attorney fees.

## CONDITIONS OF SALE

1. **General.** Unless otherwise agreed to in writing by Seller, all sales of goods made by Seller to Buyer pursuant to the Sales Invoice are subject to the terms and conditions on both sides of the Sales Invoice. Seller's acceptance of Buyer's purchase order is conditioned on Buyer's assent to the terms and conditions of the Sales Invoice. ANY TERMS AND CONDITIONS PRINTED ON THE BUYER'S PURCHASE ORDER OR RELATED DOCUMENTS ARE HEREBY REJECTED AND WILL BE INAPPLICABLE TO THE EXTENT THAT THEY CONFLICT WITH THE TERMS AND CONDITIONS OF THE SALES INVOICE.

2. **Delivery and Risk of Loss or Damage.** Delivery of the goods will be F.O.B. Seller's warehouse. Buyer will bear the risk of loss or damage after Seller has delivered the goods to the carrier. Seller will arrange shipment of the goods and will in its sole discretion select the mode of transportation unless otherwise instructed by Buyer. Seller will not bear any transportation expenses. Seller assumes no responsibility for insuring shipments of the goods unless specifically requested by Buyer. Buyer will reimburse Seller for all expenses for insurance obtained by Seller at Buyer's request. Delivery dates are approximate only, and Seller will have no liability for delay in delivery or for early delivery of the goods.

3. **Payment.** The price for the goods will be the higher of that stated on the Sales Invoice or Seller's current price at time of shipment. Buyer will be invoiced for the goods promptly after shipment. Payment terms will be as specified previously, or, if modified by mutual agreement of buyer and seller, in accordance with Seller's policy in effect at the time of shipment.

4. **Transfer of Title and Security Interest.** Title to the goods will pass to Buyer only upon Buyer's complete payment of the purchase price. Seller hereby retains a security interest in the goods until Buyer has completely paid the purchase price. Failure of Buyer to pay any amounts when due will give Seller the right immediately to enter on Buyer's premises and take possession and remove the goods at any time without notice. Seller's taking of such possession will be without prejudice to any other remedies Seller may have. At the request of Seller, Buyer will execute one or more financing statements or other documents reasonably required by Seller to protect Seller's security interest in the goods, in a form satisfactory to Seller.

5. **Limited Warranty Coverage.** Hydroblaster Pressure Washers and HydroKleen Filtration Systems are warranted by Hydro Engineering, Inc. to the original purchaser to be free from defects in materials and workmanship under normal use for specific periods shown below. This Limited Warranty is subject to the exclusions shown below, is calculated from the date of the original purchase, and applies to the original components only. Any parts repaired or replaced under this warranty will fall under that parts limited warranty.

**Lifetime parts and Ninety days Labor Warranty:** Forged brass pump manifolds, supplied by General Pump, are warranted unconditionally, including freeze damage.

**Five year parts and Ninety days Labor Warranty:** This applies to proprietary parts manufactured by Hydro Engineering, Inc., such as equipment frames, stainless steel equipment covers, panels, guards, coil wraps, and fuel tanks. Schedule 80 heating coils are covered for full repair or replacement during the first two years, customer pays 40% of replacement cost during third year, 60% during fourth year and 80% during the fifth year.

**One year Minimum on parts and Ninety days Labor Warranty:** All other components will be warranted based on the original component manufacturers limited warranty, with a one year minimum. Normal wear items as described below, are excluded. Labor warranty on these parts will be for ninety days regardless of the duration of the original component manufacturer limited part warranty.

**Pass through replacement parts Warranty:** Some components like pumps, motors, engines, etc., may be warranted by their respective manufacturers and are serviced through the manufacturer's local authorized service centers. Hydro Engineering, Inc. is not authorized to provide warranty on these items, but will help you contact and expedite the warranty process with the authorized service centers.

### Excluded from Limited Warranty:

1. Normal service and wear items, such as oil filters, fuel filters, nozzles, guns, wands, quick disconnects, o-rings, seals, packing, pistons, valve or valve assemblies, water filter cartridges, belts, brushes, discharge hoses, oil skimming belts, filter media, ozone bulbs, etc.
2. Damage or malfunctions resulting from accidents, abuse, modification, alterations, incorrect installation, improper servicing, failure to follow manufacturer's maintenance instructions, or use of the equipment beyond its stated usage specifications as contained in the operator's manual.

3. Freeze damage, chemical damage, scale/hard water build up, rust, corrosion, or excessive heat.
4. Damage resulting from the use of inadequate electrical, water or fuel supplies.
5. Normal maintenance service, including tune-ups, fuel system cleaning, and clearing of obstructions in fuel or water lines.
6. Transportation. Components must be delivered, freight prepaid, to Hydro Engineering, Inc. or to an authorized service center.
7. Field labor charges.
8. Freight damage.

**Acquiring Warranty Service:** To acquire warranty service on items warranted by Hydro Engineering, Inc., you must return the product to your Authorized Hydro Engineering, Inc. Dealer, freight prepaid, with proof of purchase date within the applicable warranty period. If the product is permanently installed, you must notify your Authorized Hydro Engineering, Inc. Dealer of the defect. Your Authorized Hydro Engineering, Inc. Dealer is authorized to file a claim with Hydro Engineering, Inc. For warranty service on components warranted by other manufacturers, your Authorized Hydro Engineering, Inc. Dealer can help you obtain warranty service through the manufacturer's local authorized service centers.

**Limitation of Liability:** Hydro Engineering, Inc. shall not be liable for special, incidental, or consequential damages and therefore these damages are expressly disclaimed. Hydro Engineering, Inc.'s liability limit under this limited warranty shall not exceed the purchase price of the product in question. Hydro Engineering, Inc. makes every effort to ensure that all illustrations and specifications are correct, however, these do not imply a warranty that the product is merchantable or fit for a particular purpose, or that the product will actually conform to the illustrations and specifications. THE WARRANTY CONTAINED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, INCLUDING WASTE-WATER TREATMENT. Hydro Engineering, Inc. does not authorize any other party including authorized Hydro Engineering, Inc. Dealers, to make any representation or promise on behalf of Hydro Engineering, Inc., or to modify these terms, conditions, or limitations in any way. It is the buyer's responsibility to ensure that the installation and use of Hydro Engineering, Inc. products conforms to local codes.

6. **Confidential Information.** Buyer agrees not to disclose to any person outside of its employ, and not authorized by Seller, any information relating to Seller's affairs, including without limitation its engineering developments. Upon termination of the Sales Invoice, Buyer will, upon written request of Seller, return to Seller all drawings, blueprints, descriptions, or other papers that embody confidential information.

7. **Taxes.** Prices of the goods are exclusive of all applicable federal, state, and local taxes. Buyer agrees to pay (or reimburse Seller for) all taxes, however designated, based on or measured by the sales price, the Sales Invoice, the goods, or their use, levied or imposed now or hereafter under the authority of any federal, state, or local taxing jurisdiction. Wherever applicable, such taxes will be added to the Sales Invoice, or billed on a separate Sales Invoice, as a separate charge to be paid by Buyer.

8. **Delays.** Seller will be excused for, and will be free from any liability for loss or damage due to, delays in performance arising from strikes, labor difficulties, riot, war, fire, delay or defaults of common carriers, failure or curtailment of Seller's usual sources of supply, government decrees or orders, prolonged shortage of energy supplies, or, without limiting the above, any other delays beyond Seller's reasonable control.

9. **Cancellation.** Seller reserves the right to cancel all or any part of the undelivered portion of the Sales Invoice without any liability whatsoever if Buyer breaches any of the terms and conditions of the Sales Invoice, becomes insolvent, makes an assignment for the benefit of creditors, or files a petition or has a petition filed against it in bankruptcy.

10. **Miscellaneous.** Seller's waiver of any breach or failure to enforce any of the terms and conditions of the Sales Invoice, will not be deemed to be a waiver of Seller's right subsequently to enforce and compel strict compliance with every term and condition of the Sales Invoice.

11. **Corrections.** Typographical or clerical errors contained in this contract, including the prices listed on the Sales Invoice, are subject to correction by Seller.

12. **Governing Law.** The plant of the Seller in Salt Lake City, Salt Lake County, Utah, shall be the place of performance where possession passes to the Buyer, or Buyer's agent, and payment becomes due. This Contract shall be a Utah Contract and the rights of all parties and the construction and effect of every provision hereof shall be governed by the laws of the State of Utah. In the event that Seller is required to bring legal action to enforce any of the terms of this agreement, Buyer agrees and hereby submits itself to the jurisdiction of either the Third Judicial District Court in and for Salt Lake County, State of Utah, or the Salt Lake Department of the Third Circuit Court in and for Salt Lake County, State of Utah, depending upon the amount in controversy.

13. **Limitation For Suits.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, must be commenced within six (6) years after the cause of action arises.

14. These terms and conditions constitute the entire agreement between the parties. Should any portion of this agreement be ruled invalid the balance of the agreement shall remain in effect and full force.

Company \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_