



*MSI is a division of Dixie Iron Works, Ltd*

**CREDIT APPLICATION**  
*(Complete all pages, sign, & date)*

**Dixie Iron Works, Ltd**  
**300 West Main Street**  
**Alice, Texas 78332**  
**Tel: 361-664-6597**  
**Fax: 361-664-4840**

COMPANY NAME \_\_\_\_\_  
BILLING ADDRESS \_\_\_\_\_  
SHIPPING ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_

BUSINESS TYPE: \_\_\_ Sole Proprietorship \_\_\_ Partnership \_\_\_ Corporation – In the State of \_\_\_\_\_  
Number of years in business \_\_\_\_\_ Federal I.D. Number \_\_\_\_\_  
Is your company Tax Exempt \_\_\_\_\_ YES or \_\_\_\_\_ NO  
IF yes, please include a copy of your tax exempt form with your credit application.

PRINCIPAL BUSINESS OR PRODUCT \_\_\_\_\_  
NUMBER OF EMPLOYEES \_\_\_\_\_ APPROX. ANNUAL SALES \$\$ \_\_\_\_\_

AMOUNT OF CREDIT REQUESTING \$\$ \_\_\_\_\_

PARENT ORGANIZATION (if applicable) \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
CONTACT NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

**PARTNERS or CORPORATE OFFICERS**

Name/Title: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Name/Title: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**BANK REFERENCE**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Acct. Number: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Acct. Number: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Person to contact regarding purchase orders**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Person to contact regarding Collections**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**TRADE REFERENCES**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

**I certify that everything I stated in this application and on any attachments is correct. By signing below, I authorize Dixie Iron Works, LTD, and its representatives to obtain a credit report on the company applying for credit or the owners, partners, shareholders, officers, directors, or managers of said company, obtain credit information from others, check banking and trade references and to answer questions others may ask about any credit history with you.**

**Sign, Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**TERMS AND CONDITIONS**

The labor and materials described in this invoice have been shipped conditioned upon and in accordance with the terms and conditions contained below and the buyer agrees and promises to pay the reasonable value of such labor and material as hereafter invoiced to him by MSI and/or Dixie Iron Works Ltd.

1. The definition of terms used in the interpretation of this agreement and the rights of the parties hereto shall be construed under the governed by the laws of the State of Texas. "Seller" when used herein means MSI and Dixie Iron Works Ltd. "Purchaser" when used herein means the person, firm or corporation to whom goods were sold or delivered and "goods" means those articles, materials, supplies, parts, technical services, data, labor or other property or services described in the invoice.
2. Unless otherwise provided expressly on the invoice, prices invoiced will be those in effect on the date of shipment. Any process quoted are F.O.B. Seller's point of shipment and do not include sales, use, excise, or similar taxes. The right is reserved to correct the price on any order or quotation due to typographical or mathematical errors.
3. Delivery dates, if shown, are approximate and are based on prompt receipt of a firm order and full information at the Seller's office.
4. Seller warrants goods of its manufacture hereunder for one year from date of delivery against defects in material or workmanship except for parts furnished on a repair and return basis. **The obligation of the seller and Purchaser's sole and exclusive remedy hereunder shall be limited at Seller's sole option to the following:**
  - A. **To replace or repair any goods or parts, at Seller's sole option, which are returned to the Seller, transportation charges prepaid by Purchaser and determined by Seller to be defective during the warranty period. Seller's obligation to repair or replace constitutes agreed and liquidated damages for any breach of Seller's warranty; or,**
  - B. Should the goods or parts be determined by the Seller to be so defective as to preclude the remedy of warranted defects by replacement or repair, Purchaser's sole and exclusive remedy shall then be a refund of the purchase price, less a reasonable charge for any utilization by Purchaser.
5. Purchaser shall pay freight charges in connection with return or replacement of the defective parts or goods.
6. **THE LIMITED EXPRESS WARRANTY SET FORTH HEREIN, AND THE STATED REMEDIES FOR BREACH THEREOF, SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND IN LIEU OF LIABILITY FOR SELLER'S NEGLIGENCE OR FAULT. EXCEPT AS SET FORTH HEREIN, IT IS EXPRESSLY AGREED THAT THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY, NO WARRANTY EXPRESS OR IMPLIED OR STATUTORY NOR ANY AFFIRMATION OF FACT OR PROMISE BY THE SELLER WITH REFERENCE TO THE GOODS OR OTHERWISE AND THAT PURCHASER ACKNOWLEDGES THAT IT IS PURCHASING THE GOODS SOLELY ON THE BASIS OF THE COMMITMENTS OF THE SELLER EXPRESSLY SET FORTH HEREIN.**
7. **The use or incorporation of non-Seller manufactured components in Seller's goods, alteration, unauthorized repair, improper use, operation above specified performance, misapplication, or the use of non-conforming parts WAIVES AND EXCLUDES ALL WARRANTIES AND OBLIGATIONS OF SELLER, including the limited express warranty set forth herein. Seller shall have no liability or obligation with regard to goods that become defective in whole or in part as a result of the use of non-Seller manufactured components in Seller's goods, alteration, unauthorized repair, improper use, operation above specified performance, misapplication, or the use of non-conforming parts.**
8. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, SUITS, CIVIL AND OTHER LIABILITY AND EXPENSES (INCLUDING, BUT NOT LIMITED TO REASONABLE INVESTIGATION AND LEGAL EXPENSES) ARISING OUT OF ANY CLAIM FOR LOSS OF OR DAMAGE TO PROPERTY, INCLUDING SELLER'S PROPERTY, INJURIES TO OR DEATH OF PERSONS, INCLUDING PURCHASER'S OR SELLER'S EMPLOYEES, AND VIOLATION OF ANY LAW OR REGULATION CAUSED BY OR RESULTING FROM **USE OF NON-SELLER MANUFACTURED COMPONENTS IN SELLER'S GOODS, ALTERATION, UNAUTHORIZED REPAIR, IMPROPER USE, OPERATION ABOVE SPECIFIED PERFORMANCE, MISAPPLICATION, OR THE USE OF NON-CONFORMING PARTS,** NEGLIGENCE OR WILLFUL MISCONDUCT OR VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS BY PURCHASER, ITS EMPLOYEES OR AGENTS.
9. **IN NO EVENT SHALL THE SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL OR OTHER DAMAGES, NOR FOR LOSS OF ANTICIPATED PROFITS, NOR FOR LOSS OF OR USE OF ANY EQUIPMENT, INSTALLATION, SYSTEM, OPERATION, OR SERVICES INTO WHICH THE GOODS OR PARTS AS WELL AS MATERIALS MAY BE PUT OR THE SERVICES PERFORMED. THIS LIMITATION ON SELLER'S LIABILITY SHALL APPLY TO ANY LIABILITY FOR DEFAULT UNDER OR IN CONNECTION WITH THE GOODS, PARTS OR SERVICES, AS WELL AS MATERIALS DELIVERED HEREUNDER, WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY OR OTHERWISE.**
10. Notice of defective products or services must be given in writing to Seller. Purchaser or user of goods must keep the goods in unaltered condition for examination by Seller. **All warranty claims must be made within ten (10) days after discovery, or after such claims should have been discovered, or else be barred from any remedy.** Any suit for claims arising out of or related to any goods must be brought not later than one (1) year after the date the goods are delivered to Purchaser or the agent of Purchaser.
11. It is expressly recognized by both parties that Seller retains title to delivered goods until such time as payment is made in full by Purchaser. The parties expressly agree that the signing of a carrier delivery ticket by a representative of Purchaser constitutes a security agreement as contemplated by Article 9 of the Uniform Commercial Code and insures Seller's title of delivered goods. Said security agreement shall continue until Seller receives full payment for delivered goods secured hereby.
12. The Seller's goods and parts are highly engineered and constantly subject to engineering refinement and improvement, of necessity, therefore, the Seller reserves the right to change any aspect of the goods, parts, or materials, and the prices or rates at any time.
13. **TERMS: NET 30 days** from the date of invoice, no cash discount. Interest at rate of 12 percent per annum charged on past due accounts. Discounts from list prices shown on invoices are valid for invoices paid on time. Seller reserves the right to recover all such discounts for late payment invoices. Purchaser shall pay all costs of collection incurred by Seller, including attorney's fees, costs and expenses.
14. All payments are due at Seller's place of business in Alice, Jim Wells County, Texas. The parties consent to jurisdiction and venue for any dispute arising from or related to this Agreement shall be in the state courts located in Jim Wells County, Texas.

**We acknowledge and accept the Dixie Iron Works Ltd. "Terms and Conditions" of payment.**

**Company Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Sign, Title** \_\_\_\_\_ **Print Name** \_\_\_\_\_