



CUSTOMER REGISTRATION FORM AND HTX TERMS AND CONDITIONS

CUSTOMER ORGANIZATION INFORMATION:

Check if same as billing address

Org. Legal Name: \_\_\_\_\_  
 Billing address: \_\_\_\_\_ Shipping address: \_\_\_\_\_  
 City, State, and Zip: \_\_\_\_\_ City, State, and Zip: \_\_\_\_\_  
 AP Contact name: \_\_\_\_\_ AP phone number: \_\_\_\_\_  
 Org. phone number: \_\_\_\_\_ Email for billing invoices: \_\_\_\_\_

What is your company's tax status in Texas?  Taxable  
 NotTaxable (tax exemption or resale certificate required)

Subsidiary of: \_\_\_\_\_  
 (Name and address)

PO required? Yes  No  Electronic invoices? Yes No

Years in Business \_\_\_\_\_ Number of employees: \_\_\_\_\_ Federal Tax ID Number: \_\_\_\_\_ Dun & Bradstreet number: \_\_\_\_\_

\* Sales taxes are calculated based upon ship to address and will be assessed if exemption certificate is not provided - No exceptions \*

Additional Texas locations where services may be rendered, or equipment may be dispatched to: \_\_\_\_\_

KEY PERSONNEL

General Manager _____ Email: _____ Phone: _____	Warehouse Manager: _____ Email: _____ Phone: _____
Fleet Manager: _____ Email: _____ Phone: _____	Safety Manager: _____ Email: _____ Phone: _____

FLEET INFORMATION

How many forklifts are in your fleet? \_\_\_\_\_ Primary Brand(s) in your fleet? \_\_\_\_\_

Preferred method of communication for time-sensitive issues? Phone, text, email? \_\_\_\_\_

CERTIFICATION INFORMATION:

I warrant that the Applicant is solvent, and no owner, officer (if a corporation) or manager (if a limited liability company) has been the subject of a personal bankruptcy in the last 7 years and that the Applicant is not currently in any bankruptcy proceeding. Applicant agrees that the terms of all transactions with Supplier are governed by the laws of the State of Texas. Further, jurisdiction and venue of any dispute between Applicant and Supplier is proper in any court of competent jurisdiction in Harris County, Texas, and may be heard only in such forum. Applicant grants to Supplier the right to investigate all matters set out in this Application, and directs those holding information regarding Applicant (including, but not limited to banks, credit references, and credit reporting services) to turn over to Supplier on request such information. The undersigned, having been authorized to execute this agreement on behalf of the Applicant, acknowledges the Credit Terms, Conditions, and agrees to be bound thereby. The undersigned warrants the information contained within this credit application is true to the best of his/her knowledge. I warrant that Applicant has read, understands, and agrees to the Credit Terms and Conditions listed below and is not being sued for non-payment by any supplier of goods or services.

\_\_\_\_\_  
 Legal Representative Name                      Signature                      Title                      Date



## TERMS AND CONDITIONS

The Buyer has read and agrees to the terms of doing business with the Seller, HTX Forklifts, LLC. ("HTX") on credit which are as follows:

1. HTX's payment terms are Net 30 days unless expressly negotiated or otherwise stated in writing.
2. All sales are due and payable in full as quoted by HTX in its commercial documents following the date of invoice and if not paid, may bear interest from the date of the invoice does not exceed 1.5% per month but not exceeding higher than rate allowed in Texas. Regarding payments made by credit card, to the fullest extent permitted by applicable law.
3. The Buyer agrees and acknowledges that HTX will impose an additional 3.0% convenience fee for processing commercial accounts via credit card.
4. HTX reserves the right to post payments as it deems fit unless otherwise directed.
5. Ownership and title to merchandise shall remain the sole and exclusive property of HTX Forklift until the Buyer tenders' payment and HTX receives payment in full. Concerning HTX rights, Buyer hereby waives all statutory and common law claims in such merchandise and will protect HTX's interest in any claim by any creditor of Buyer.
6. Checks and other negotiable instruments are accepted subject to collection.
7. Merchandise not paid for in accordance with this Agreement may be recovered by HTX and Buyer does hereby consent to HTX's entry onto Buyer's premises for said purposes.
8. The buyer agrees to pay all HTX costs incurred for collection of account or recovery of merchandise, including, but not limited to, reasonable attorney fees, collection agency fees, shipping, and transportation, labor, and HTX other direct and indirect costs.
9. The terms and conditions of sale on the front of HTX invoices shall be the terms of the contract of each sale from HTX Forklifts to the Buyer. The Buyer agrees to notify HTX, in writing, immediately, in the event the Buyer becomes insolvent or unable to pay its bills in accordance with the terms of this Agreement.
10. All transactions made pursuant hereto shall be governed by the foregoing terms and conditions as well as any terms or conditions on HTX quotations, agreements, rental agreements, invoices, and all other documents pertaining to each transaction.
11. The amount of credit HTX extends is subject to change without notice, before or after the delivery of an order. HTX specifically reserves the right to require prepayment for any shipment or delivery should HTX so determine.
12. If goods sold according to this agreement are defective, the buyer's only recourse is a replacement of the defective goods or a refund of the purchase price if a replacement is not available. The buyer is not entitled to recover any incidental or consequential damage caused by any defective goods.
13. Buyer shall indemnify and hold harmless HTX, directors, agents, and employees, against any losses, claims, damages, or liabilities to any person in connection with the merchandise, until final payment is received by HTX and title to the merchandise transfers to Buyer. This indemnification applies to all claims, except to the extent that any such loss, claim, damages, or liability are finally judicially determined to have resulted from gross negligence, bad faith, willful misfeasance, or reckless disregard by HTX.

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

Signature: \_\_\_\_\_