



Hoyt Electrical Instrument Works Inc.

23 Meter Street, Penacook, NH 03303-1894

Telephone: (603) 753-6321 Fax: (603) 753-9592

www.hoytmeter.com

APPLICATION FOR CREDIT

All payments are due per our terms. Our terms are NET 30 DAYS. Past due accounts will be place on hold until payment is received.

Company Name _____

Billing Address _____

City _____ State _____ Zip _____

Accounts Payable Contact _____ Amount Requested _____

A/P Tel# _____

A/P Email _____

Name of Bank _____ Checking Acct# _____

Address _____

Contact _____ Bank Telephone # _____

PLEASE LIST THREE(3) TRADE REFERENCES WHOM YOU ARE CURRENTLY DOING BUSINESS WITH.

Name _____

Billing Address _____

City _____ State _____ Zip _____

Phone # _____ Email _____

Name _____

Billing Address _____

City _____ State _____ Zip _____

Phone # _____ Email _____

Name _____

Billing Address _____

City _____ State _____ Zip _____

Phone # _____ Email _____

HOYT ELECTRICAL INSTRUMENT WORKS, INC. (HOYT)
SALES TERMS AND CONDITIONS BETWEEN HOYT AND CUSTOMER (BUYER)

- 1.) **FIRST-TIME CUSTOMERS:** Orders are COD, Cash in Advance or Credit Card until terms are established.
- 2.) **REPEAT CUSTOMERS:** Once terms are established, all orders will be Net 30 days. We reserve the right to change established terms depending on customer credit history.
- 3.) **SHIPPING TERMS:** All orders are F.O.B Penacook, NH., unless otherwise agreed to. Delivery dates are given to the best of Hoyt's knowledge based on conditions at the time of the order. Hoyt will use its best efforts to ship within the time estimated, but failure to make shipment as scheduled does not constitute a cause for cancellation and/or for damages of any type. Shipment on time is contingent upon carriers, the manufacturer's ability to get supplies and raw material on time and other causes, unavoidable and beyond our control.
- 4.) **PRICING:** Pricing is quoted based upon shipment of quantities shown and the basis of the delivery schedule described. We make every effort to maintain our prices that we quote, however in the event our supplies and raw materials increase and cause a raise in our prices, we will give notice and expect a signed confirmation of receipt of said notice.
- 5.) **RETURNS, CREDIT & EXCHANGES:** Hoyt warrants its products to be free of defective materials and workmanship for a period of (1) year after shipment to the original purchaser. This warranty shall be limited to defective materials and workmanship. It will not cover those products which have been damaged due to improper handling, storage, installation or operation by the purchaser or any third party. At Hoyt's discretion defective products may be repaired or replaced and the products returned to proper working condition. All warranty claims must be made using the Hoyt RMA form, available online at www.hoytmeter.com or by calling the factory directly at 1-800-258-3652. All products must be returned **prepaid** to: **Hoyt Electrical Instrument Works Inc., 23 Meter Street, Penacook, NH 03303.** Return shipments must be made in the original packaging or packaging of equal quality that will provide appropriate protection during shipping. Hoyt will not be responsible for the warranty repair of products returned via inadequate containers and packaging, nor for missing components. Hoyt shall not be liable for any special, punitive, incidental or consequential damages made by the buyer or any third party. This statement of warranty supersedes all other warranties, guarantees, liabilities and obligations, statutory or implied to the original purchaser or to any other party.
- 6.) **COST OF COLLECTION:** If a Buyer fails to pay any amount when due, Buyer agrees to pay the full amount of any costs and expenses, including reasonable attorney's fees incurred by Hoyt in the collection of such overdue amounts by litigation or otherwise.
- 7.) **NO ORAL MODIFICATIONS:** These Terms of Sale may not be modified except in a writing signed by both Buyer and Hoyt Electrical Instrument Works, Inc.
- 8.) **ENTIRE AGREEMENT:** These Terms of Sale are the only agreement between Hoyt Electrical Instrument Works, Inc. and Buyer relating to Buyer's purchase of products and supersedes any prior or contemporaneous agreement or representation.
- 9.) **GOVERNING LAW:** The interpretation, construction, and enforcement of these Terms of Sale will be governed by the laws of the State of New Hampshire.

We agree to these Terms & Conditions of Hoyt Electrical Instrument Works, Inc. including Items 1 through 9 above. We authorize Hoyt Electrical Instrument Works Inc. to contact our trade and bank references for normal credit information as may be required.

Authorized Signature _____ Title _____

Company _____ Date _____

PLEASE SIGN AND EMAIL TO: ACCOUNTING@HOYTMETER.COM