



820 S. Sixth Ave. Mansfield, TX 76063
ph: 817-539-2500 / fax: 817-453-1263
U.S.A. toll free: 866-900-2487
sales@drillking.net

PURCHASER APPLICATION AND WARRANTY AGREEMENT

Name of Company _____ Phone: _____ Fax: _____

Sales Email _____ Accounting Email _____

Billing Address _____

Street Address _____

Type of Business: Individual _____ Partnership _____ Corporation _____ State Inc _____

Length of Time in Business: Years _____ Months _____

Principal / Owner(s) _____

Financial Officer _____

Principal Business Activity _____

Amount of credit desired per month \$ _____ Is Merchandise for Resale? _____
If for resale, please provide copy of Certificate

Bank Reference _____ Officer _____
Account # _____
Bank Address _____
Phone () _____

Trade Credit References (Name, Address, Email, Phone # , including area code and Fax #)

- | | |
|----------------------------|----------------------------|
| 1. _____

_____ | 2. _____

_____ |
| 3. _____

_____ | 4. _____

_____ |

Signature _____

Name _____

Title _____



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Agreement of Terms and Conditions:

Signature of applicant constitutes consent and agreement, financial responsibility, and willingness to pay our invoices in accordance with the following terms and conditions:

All accounts are COD until credit application has been completed, reviewed, and approved. Once approved, terms of payment are "Net 30" from date of invoice. Accounts will be considered delinquent after 30 days and interest will be charged at the rate of 1% per month if account reaches 45 days. In the event the account becomes delinquent, all verbal and/or written communications will be an attempt to collect the outstanding debt and any information may be used for that purpose. Applicant will be responsible for all expenses incurred in connection with the collection of amounts payable, including court costs and attorneys' fees. I/we agree that all products purchased from Drill King International will remain property of Drill King International until paid for in full. This agreement shall be enforced in accordance with the laws of the State of Texas. Furthermore signature of the applicant signifies that they are in agreement with Drill King warranty document.

The above information is for the purpose of obtaining credit and is warranted to be true.

Applicants Name: _____ Title _____ Date _____

Applicant's Signature _____

Authorization

I/we hereby authorize Drill King International to make any and all inquiries necessary to process this credit application pertaining to our credit and financial responsibility.

Applicants Name: _____ Title _____ Date _____

Applicant's Signature _____

Individual Personal Guarantee (Please sign below as personal guarantor if required)

By signing below, I acknowledge that I will be personally responsible for full payment of this account in the event it becomes delinquent and hereby waive notice of default, non-payment, and notice hereof.

Individual Personal Signature: _____

Acceptance by D.K. Drill (dba) Drill King International

Date: _____

Signed by _____ Title _____

Name: _____

Terms: _____ Credit Limit: _____



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Warranty Details

Drill King International LP warrants to the original purchaser; its product to be free of defects in material or workmanship for a period of:

- Percussion Bits-Two years from date of purchase.
- DTH Hammers-One year from date of purchase.

Drill King International expressly excludes the following from the terms of this warranty:

- Incidental or consequential damages connected with the use of their products.
- Claims of lost time.
- Performance.
- Effects of corrosion and wear.
- DTH hammer sealing or wear items.
- Application, fitness for use other than intended purposes or merchantability of the product.
- Proprietary designs where the design control is retained by the customer, particularly when design parameters are outside Drill King recommended specifications.
- Evidence of abuse, localized heating, welding, galling, corrosion, inadequate lubrication, physical alteration, wrench marks, lack of proper maintenance, operating outside recommended specifications, bending or otherwise distorting, excessive wear, and chipped or crushed carbides shall result in denial of claims.

Claims of defects in material and workmanship are subject to review and inspection of the actual product returned. Failure of the purchaser to provide relevant operational details to assist in the investigation of a claim of defect may result in the denial of the claim. Product to be returned must be authorized in advance by the sales department of Drill King International.

Returns must be accompanied by a copy of a return authorization issued by the sales department and the return packaging clearly marked with the return authorization number. Freight for the return shall be pre-paid and failure to abide by the return instructions of the sales department may result in refusal to accept the returned product at the Drill King International facility.

In the event of a finding of a defective product, a pro-rated credit may be issued at the sole discretion of Drill King International provided that the end user has demonstrated that the product has been stored, installed, maintained and operated in an acceptable manner.

Signature _____

Name _____

Title _____