

Instructions

Electric Supply Center 200 Middlesex Turnpike Burlington MA 01803 Phone: 781-272-7700 Fax: 781-750-8546

www.escctr.net

## BUSINESS CREDIT APPLICATION

Doto:

mstructions.		Date	
1. Complete all sections (missing information	will delay processing).		
2. Sign appropriate sections on back of form.			
3. Provide financial statement. Credit Line Requested:			ed:
4. ATTACH A COPY OF A VOIDED COMP			
Legal Name of Business:		DBA:	
Legal Name of Business:Address:	City:	State:	Zip:
Business Phone:	Fax #:	Fed Tax Id #	
☐ Corporation ☐ Sole Prop ☐ Partnershi			
Name and Address of Headquarters:			
Nature of Business: Invoices Required? ☐ Yes ☐ No M		Date Started:	
Invoices Required? $\square$ Yes $\square$ No $\square$	Ionthly Statement Required? ☐ Yes	$\square$ No	
Your estimated annual sales/revenue? \$	Estimated monthly electricated	al product purchases? \$	
Number of employees?Office	Field	Duns #	SIC #
Taxable $\square$ Non Taxable $\square$ If tax e	exempt, tax exempt certificate must be p	rovided.	
Are the owners also involved in any other busine			
Who should Electric Supply Co. contact regarding			
Special Billing Instructions:			
Principals: Full Name	Home Address & Phone	# Position	Social Security #
1.)			
2.)			
3.)			
4.)			
SUPPLIERS REFERENCES: Name	Address & Phone #		Account #
1.)			
2.)			
3.)			
4.)			
Bank (Checking)			
	ENCLOSE VOIDED COMPANY CH	IECV	

## ENCLOSE VOIDED COMPANY CHECK

## TERMS AND CONDITIONS OF SALE

- 1. APPLICABILITY OF TERMS AND CONDITIONS: These terms and conditions of sale shall control all sales to the applicant/purchaser, including: all direct shipment sales arranged by or through ELECTRIC SUPPLY CO., (hereinafter referred to as ("Electric Supply Co") whether or not materials are delivered by or through ELECTRIC SUPPLY CO.; all sales billed to separate job accounts and any other sale of that kind made to the applicant/purchaser by Electric Supply Co.
- 2. QUOTES / SHIPPING: All sales are subject to the terms set forth herein. All orders are based upon quotation, and, if placed within (30) days from date of the quotation, and accepted by ELECTRIC SUPPLY CO. will be billed at the price quoted. All prices are FOB shipping point unless otherwise specified in writing by an agent of ELECTRIC SUPPLY CO. The prices quoted are subject to additional Federal, State and local taxes.
- 3. SHIPPING DELAYS/DEFECTS: On all orders placed for stock, out of stock and special order materials, where the delivery date is delayed due to manufacturers shipping error, or any other error, applicant/purchaser agrees to hold ELECTRIC SUPPLY CO. harmless for any delay and agrees to make payment in full for said goods. Applicant/purchaser further agrees that ELECTRIC SUPPLY CO. will not be responsible for any manufacturers shipping defect, or any injury to persons(s) as a result of such defect.
- 4. INSPECTION: All materials delivered must be examined and inspected by the applicant/purchaser upon receipt. For all materials examined and inspected upon receipt and claim of shortage and/or change must be made at the time of delivery. Where applicant/purchaser and/or his agent is unable to examine and inspect material upon receipt, applicant/purchaser should notify ELECTRIC SUPPLY CO. in writing and any and all claims must be made within (3) working days of delivery. Any claim made after the prescribed time period will be honored only as determined at the sole discretion of ELECTRIC SUPPLY CO.
- 5. RETURNS: Stocked items which are defective may be returned without prior authorization for credit or replacement. Credit for properly returned stock items will be given when material is received. Non-stock items cannot be returned without prior authorization. Restocking charges imposed by the manufacturer will be charged to the applicant/purchaser. Credit for properly returned non-stock items shall be given when ELECTRIC SUPPLY CO. receives credit from the manufacturer. Materials ordered by ELECTRIC SUPPLY CO. incorrectly and/or shipped incorrectly by the manufacturer and returned to ELECTRIC SUPPLY CO. will not be subject to restocking charge. All returns must be accompanied with an original invoice number of purchase reference and a reason for the return.
- 6. ALL FUTURE SALES SUBJECT TO CONTINUED CREDIT APPROVAL: Applicant/purchaser's present and future orders are accepted by ELECTRIC SUPPLY CO. subject at all times to credit investigation and approval and nothing contained herein shall either obligate or commit ELECTRIC SUPPLY CO. to extend credit at any future time.
- 7. LIMITATION OF REMEDIES: Applicant/purchaser agrees that the sole remedy for any default arising out of the sale and/or purchase of any and all goods/ materials purchased from ELECTRIC SUPPLY CO. shall be the return of said materials for credit or replacement as provide for in Paragraphs 4 and 5 above. Applicant/purchaser expressly waives any right to seek or recover consequential or incidental damages.
- 8. CHOICES OF LAW AND FORUM: The parties agree any suit brought to enforce the provisions of this agreement shall be brought in a court within the Common wealth of Massachusetts, State or Federal, unless this agreement is signed in Connecticut, in which case ELECTRIC SUPPLY CO., in it's sole discretion, shall have the right to bring a suit in a court within Connecticut. The law of the forum state shall apply.
- 9.ATTOURNEYS AND FEES On all matters referred by ELECTRIC SUPPLY CO. to their attorney for collection of any balance due and as to any dispute arising hereunder, applicant/purchaser agrees to pay all reasonable attorney fees, to the fullest extent permitted by law, plus all court costs, filing fees, sheriff's fees and other costs of collection. Applicant/purchaser agrees that a contingency fee of 33 1/3% is a reasonable attorney fee. All checks returned unpaid for any reason shall be subject to a service charge of\$15.00.

10. <u>INTEREST:</u> APPLICANT/PURCHASER_ 2% INTEREST PER MONTH (24% PER ANI		HIRTY (30) DAYS PAST DUE FROM THE STATEMENT DATE SHALL BE CHARGED	D
particular purpose, either express or implied, or ELECTRIC SUPPLY CO., and applicant/purcl	n goods sold by it and applicant/purchaser herein naser agrees that ELECTRIC SUPPLY CO. shall	anties of any kind whatsoever, including any warranties of merchantability or fitness for a assumes all risk and liability for the results obtained in the use of any goods sold by not be liable for any consequential damages that may result from defective or unfit goods. T	Гhе
12. <u>TITLES TO UNPAID GOODS:</u> Title for a take any action under Title 11 of the United Sta	ated Code, or take any other action to avoid make	IC SUPPLY CO. until paid for in full by the applicant/purchaser. Should applicant/purchaser ing payment in full, applicant/purchaser agrees to promptly return any materials not paid for in	
13. <u>RISK OF LOSS</u> : If ELECTRIC SUPPLY deemed a shipment contract for the purposes of	f determining risk of loss. If ELECTRIC SUPPL	ntuin.  The perit terms shall govern risk of loss. If the shipment terms are ambiguous, the contract shall be YCO, does not use an independent carrier, risk of loss of any goods and/or materials shall parant/purchaser at its place of business or any place designated by the applicant/purchaser for	
applicant/purchaser authorizes ELECTRIC SU above, including credit report information, with such inquires, the applicant/purchaser hereby a applicant/purchaser. This authorization is conti	PPLY CO. its employees, agents, attorneys and a n regard to each and every person or entity that is uthorizes the release of credit information to EL nuing in nature and shall remain in effect during	esents that all information provided herein is true, accurate and complete. Further, repersentatives, to make all inquiries it deems necessary to verify the information provided is party to this transaction and the principals of the entity applying for credit. In connection wite ECTRIC SUPPLY CO. by all credit reporting agencies, banks and creditors of the the full terms of this agreement.  It applicant/purchaser on account constitute a single interdependent contract subject to the term.	
and conditions set forth herein.		or materials sold to applicant/purchaser hereunder shall be for commercial and /or business	
purposes only and will not be used for personal 17. NOTIFICATION: Applicant/purchaser agr	l, family and/or household purposes. ees to notify ELECTRIC SUPPLY CO. of the na	ame and address of the general contractor, name and address of the project owner, and the	
attempt to attach and perfect a mechanics lien.	hereby agrees to cooperate with any and all requ Applicant/purchaser acknowledges and agrees the haser agrees to pay all legal fees and court costs.	tests made by ELECTRIC SUPPLY CO. or procedures taken by ELECTRIC SUPPLY CO. in at ELECTRIC SUPPLY CO. has no obligation to waive or subordinate any lien obtained und including but not limited to recording fees, incurred by ELECTRIC SUPPLY CO., whether	der
19. COMMERCIAL WAIVER: The applicant purchased on credit under this agreement ELEC statutes in order to attach, garnish and/or replet further acknowledges that (1) this is a commer purposes; (2) that it may have certain rights wit knowledge of such rights and in order to induce with any prejudgment remedy sought against E	/purchaser, though its initials set forth below, acc CTRIC SUPPLY CO. may elect to pursue a prejurin property of the applicant/purchaser sufficient cial transaction relating solely to its business and the regard to notice, demand, and/or hearing with the ELECTRIC SUPPLY CO. to extend it credit the	knowledges and understands that in the event of a default of any payment due for materials adgment attachment, garnishment and/or replevin pursuant to its rights under the applicable to satisfy an eventual judgment for collection of past due amounts. The applicant/purchaser is not related in any way to the purchase of materials for personal, family and/or household regard to any such prejudgment remedy sought by ELECTRIC SUPPLY CO.; and (3) with fit eapplicant/purchaser hereby voluntarily waives any right to notice and hearing in connection TRIC SUPPLY CO. may seek a prejudgment attachment, garnishment and /or replevin without d/or replevin.	n
X	eading and understanding of the above waiver.		
		in any court and in any suit, action or proceeding on any matter arising in connection with or	· in
any way related to the transaction of which the	agreement is part and/or the enforcement of any	or your rights and remedies.	
X	eading and understanding of the above waiver.		
Applicant/Purchaser acknowledges that he/she	has read and AGREES TO ALL OF THE ABO	VE TERMS AND CONDITIONS OF SALE ::	
By:	Title	::	
	PERSONAL	GUARANTY	
valuable consideration, the receipt and suffit to ELECTRIC SUPPLY CO, or its authors within thirty (30) days of invoicing of GUARANTEE payment of all reasonable hereby agree that a contingency fee on 33 hold harmless and indemnify ELECTRIC.	ciency of which is hereby acknowledged, the zed agents, any sums due from the applicant/or demand or if the applicant/purchaser files a cost of collection, including but not limited to 1/3% is reasonable. The undersigned agrees the SUPPLY CO for all such sums that may comput/purchaser, and consents to any modification.	e a creditor of the person or business applying for credit herein, and for other good and undersigned, hereby unconditionally PERSONALLY GUARANTEES to pay on demarpurchaser to ELECTRIC SUPPLY CO., if the applicant/purchaser fails to pay such sum petition in bankruptcy. The undersigned does also unconditionally PERSONALLY o, attorney's fees, court costs, and interest on the unpaid balance. The undersigned does hat this PERSONAL GUARANTEE shall be continuing and is irrevocable, and agrees to edue. The undersigned hereby agrees to the terms contained in the Application for Credit ons or renewals of the terms of credit between ELECTRIC SUPPLY CO. and the att notice to the undersigned.	ns es to
hereby waives its right to a jury trial in an this PERSONAL GUARANTEE is a par reduction or diminution of any of the obliga	y court and in any suit, action or proceeding of t and/or the enforcement of any of the understions of the applicant/purchaser to ELECTRIC	ECTRIC SUPPLY CO. may have with respect to the above noted dept. The undersigned on any matter arising in connection with or in any way related to the transaction of which igned rights and remedies. The undersigned hereby agrees that no setoff, counterclaim, C SUPPLY CO., or any defense of any kind of nature which the applicant/purchaser has hereunder to the undersigned against ELECTRIC SUPPLY CO.	ch ,
Signature:	Print Name:	SS#	_
Signature:	Print Name:	SS#	_
Signature:	Print Name:	SS#	_
Signature:	Print Name:	SS#	_
Signature:	Print Name:	SS#	_
INTERNAL USE ONLY			

\_Location \_

MTX:

\_ Outside Sales: \_

Sales Assignment 1. \_

Code: \_