



# COMMERCIAL CREDIT APPLICATION

Samson Electrical Supply  
PO Box 680  
Edison, NJ 08818  
P (732) 393-7070  
F (732) 393-7080  
[www.samsonelctrical.com](http://www.samsonelctrical.com)

## BUSINESS CONTACT INFORMATION

Exact business name (Applicant):

Street address:

Phone:

Fax:

E-mail:

Mailing address:

City:

State:

ZIP Code:

Sole proprietorship:

Partnership:

Corporation:

Other:

## BUSINESS AND CREDIT INFORMATION

### Principals, Owners, Partners and/or Officers

Name:

Title:

FEIN/SSN:

Home address:

Phone:

Fax:

E-mail:

Bank name:

Bank address:

Phone:

City:

State:

ZIP Code:

Type of account:

Account number:

State License #:

Date business commenced:

Type of Business:

Business Property Owned by:

Other Business Names:

or Leased from:

## BUSINESS/TRADE REFERENCES

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

## AGREEMENT

The undersigned certifies the above information is true and correct, that it is submitted for the purpose of obtaining credit and agrees to the Terms and Conditions of Sale or Seller on Page 2 and any changes to those items which may occur in the future all of which are herein incorporated by reference. The undersigned further authorizes Seller to request and receive credit reports from credit bureaus and other credit service organizations regarding the undersigned's personal credit for the purpose of investigating the Purchaser's business and its eligibility for commercial credit.

AUTHORIZED SIGNATURE OF PURCHASER:

Title:  
Date:

FOR INTERNAL PURPOSES ONLY:

Account Manager: \_\_\_\_\_ Account #: \_\_\_\_\_  
Primary inside: \_\_\_\_\_ Process Date: \_\_\_\_\_  
Back-up inside: \_\_\_\_\_ Letter Date: \_\_\_\_\_  
PM: \_\_\_\_\_ CL: \_\_\_\_\_ Approved by: \_\_\_\_\_

# TERMS AND CONDITIONS

The Applicant (as named on the front of this credit application) has applied to Samson Electrical Supply (Samson) for credit. Such credit shall only be granted by Samson if the Applicant agrees that any order for which payment in full is not tendered at the time of issuance shall be subject to the following terms and conditions, and signature by the Applicant on the front of the credit application shall be evidence that the Applicant has read and accepted the following terms and conditions, understanding that Samson is relying on such acceptance as consideration for providing credit to the Applicant:

1. **CONTRACTUAL OFFER** - This quotation/purchase order becomes a contract (a) when, if the total cost of the Goods exceeds \$2,500, it is signed by Purchaser, and, if necessary, signed by Samson in the Acceptance box on the front of this form, or (b) in the event of on-premises sales, when shipment of all or any portion of the Goods shall be made, when received in hand by the Purchaser. It is a condition of this order that any provisions printed or otherwise contained in any acknowledgement of this order that are inconsistent with, or in addition to, these Terms and Conditions or the information entered on the front of this form by Samson shall not constitute any part of this contract until and unless Samson signs the Acceptance box on the front of this form, or in a separate writing signed by Samson which refers specifically to this quotation/purchase order. No verbal modification of these Terms and Conditions or the information entered on the front of this form shall be effective against Samson.
2. **PRICING** - Unless otherwise noted in writing by Samson, the price of Goods entered on this quotation/purchase order shall expire at the close of business on the 30<sup>th</sup> calendar day after the date set forth on the front of this form unless the quotation/purchase order is signed by the Purchaser and delivered to Samson by such date and time. Notwithstanding the foregoing, if the delivery of the Goods is delayed, due to Purchaser, beyond the schedule of delivery as set forth on the front of this form, the price of Goods shall be the price in effect on the date of the eventual delivery. If the Purchaser shall request an increase in the number of Goods ordered prior to the date of the delivery of the Goods, the price of such additional Goods shall be the Samson standard price then in effect at the date of Samson's acceptance of such addition. The prices for the Goods being sold in connection with this quotation/purchase order, if such prices are not Samson's standard prices, are subject to the acceptance by the Purchaser of the entire order, and Samson shall not be bound by such prices in the event that the Purchaser shall cancel, refuse, or delay delivery of, any part of this order. The prices do not include sales, use, excise or similar taxes (the "Taxes") unless specifically stated.
3. **PAYMENT TERMS** - The Terms of Payment of this quotation/purchase order shall be NET 30 unless specifically set forth as "Terms of Payment" on the front of this form. Payment received after the due date established by such terms shall be subject to a Service Charge of eighteen percent (18%) per annum, accrued at 1.5% per month, which service charge shall accrue on a monthly basis, and which shall be payable with the Price of the Goods. Samson reserves the right to require payment in full on any Goods which are not held in Samson's normal stock and inventory. Samson reserves the right to submit an invoice for a partial shipment based on the price of the Goods delivered to the date of such invoice. In the event that the Purchaser requests a delay in shipment of all or any portion of the Goods beyond the scheduled delivery date, and Samson is prepared to deliver such Goods on the scheduled delivery date, payment shall be due as if the Goods had been delivered on the delivery date, and Samson shall have the right to charge a storage fee for the storage of the Goods until the Purchaser accepts delivery. The Purchaser acknowledges that no retainages or charge-backs are permitted with regard to this offer/quotation/purchase order.
4. **SERVICE CHARGES** - In addition to the imposition of the Service Charge, if (a) Purchaser defaults in the payment of any obligation owed to Samson, or (b) in Samson's sole judgment, the financial stability of the Purchaser shall not justify the Terms of Payment as set forth on the front of this form, or as contained in these Terms and Conditions, Samson shall have the right to demand full or partial payment before proceeding with any shipment.
5. **TAXES** - The Purchaser shall be liable for the payment of Taxes. In order for Samson to waive the payment of taxes, the Purchaser must present Samson with a copy of an effective tax exemption certificate at the time of the delivery of this offer/quotation/purchase order, for Samson to keep on file, and must provide Samson with copies of all subsequent replacements, renewals and amendments of such exemption certificate as the same are issued, and thereafter, include a specific reference to such tax exemption certificate when placing any order with Samson, if such tax exemption is effective with regard to such sale of Goods. Samson reserves the right to charge Taxes on any order if Samson has a reasonable doubt as to the applicability or effectiveness of the tax exemption certificate.
6. **SHIPMENT OF GOODS** - Prices are F.O.B. point of shipment, unless otherwise specified, in which case Samson signs the Acceptance box on the front of this form, or in a separate writing signed by Samson which refers specifically to this offer/quotation/purchase order. Samson shall ship the Goods via the means of shipment which is specified on the front of this offer/quotation/purchase order, or if none is specified, via a means of shipment that is appropriate for the type, volume and quality of the Goods. Shipment of the Goods by a carrier at any shipping point other than from a Samson store, warehouse or other Samson facility shall constitute delivery to the Purchaser at the time of shipment regardless of the shipping terms. Title to the Goods shall be deemed to have passed to the Purchaser upon shipment, and the risk of loss, delays in transport, or damage to the Goods during shipment shall be borne by the Purchaser, unless otherwise specified, in which case Samson signs the Acceptance box on the front of this form, or in a separate writing signed by Samson which refers specifically to this offer/quotation/purchase order.
7. **STENOGRAPHIC ERRORS** - Any clerical and/or stenographic errors, and/or mistakes in calculations shown on the front of this form, or in any writings amending this offer/quotation/purchase order, including, but not limited to, the imposition of, or calculation of, any Taxes, are subject to correction by Samson.
8. **AMENDMENTS** - Any changes to this quotation/purchase order by the Purchaser, including, but not limited to, the Goods, the amount of such Goods, the delivery address, the shipping orders, etc., may only be changed by the Purchaser by delivering a written verification of the amendment to Samson in the form shown on the reverse but clearly marked "AMENDED" prior to the date of the shipment of the Goods, which Amendment shall not be effective unless Samson signs the Acceptance box on the front of the Amended document, or unless Samson accepts the Amended document in a separate writing signed by Samson which refers specifically to the Amended document.
9. **AVAILABILITY** - In the event that any of the Goods are unavailable, Samson shall have the right to (a) ship the Goods which are available in partial fulfillment of the order, and ship the remaining Goods when they become available, in which case the Purchaser agrees to pay for the portions of the order as they are shipped in accordance with the payment Terms set forth herein; (b) ship the Goods which are available in partial fulfillment of the order, together with written notice to the Purchaser that Samson will not fill remaining portion of the order, in which case the Purchaser agrees to pay for the portion of the order which has been shipped in accordance with the payment Terms as they are set forth herein; (c) refuse the offer/quotation/purchase order by delivering written notice to the Purchaser; or (d) furnish suitable replacements for the Goods which are unavailable, in which event the Purchaser agrees to pay for the Goods shipped in accordance with the payment Terms set forth herein.
10. **CLAIMS** - Claims for unacceptable Goods shall only be accepted by Samson provided that each such claim shall meet all of the following conditions: (a) Samson shall be notified by the Purchaser in writing regarding the unacceptable Goods specifying why the Goods are not acceptable within 48 hours after delivery of the merchandise to the premises shown on the purchase order. (b) The Purchaser shall not have made any alterations to the packaging of the Goods. (c) The Goods have not been damaged during transit or while in the possession of the Purchaser. (d) If the reason for the return of the Goods is not that the Goods are damaged or non functional, the Goods shall be in condition suitable for immediate resale by Samson. (e) The invoice is less than six (6) months prior to the date of the return request. In the event that the Claim shall meet all such conditions, Samson shall promptly authorize in writing a Return Goods Authorization for the unacceptable Goods which Return Goods Authorization shall specify the means of shipment. Upon receipt of such Goods, and review of such Goods by Samson, if the foregoing conditions have been met, Samson shall issue an invoice noting the return of the Goods and providing a credit. No Goods may be returned to Samson without the Purchaser first obtaining a Return Goods Authorization from Samson, and Samson reserves the right to refuse delivery of returned Goods unless such delivery is accompanied by a Return Goods Authorization issued by Samson for the Goods included in that return shipment. If the reason for the Goods is not that the Goods are damaged or non functional, Samson shall have the right to charge the Purchaser, upon the return of such Goods a minimum restocking charge in an amount of not less than ten percent (10%) of the purchase price of the returned Goods, and such charge shall become due and payable in accordance with the payment Terms set forth herein.
11. **DELAYS** - Samson shall not be held liable for any delay of shipment, or failure to satisfy this or any other order, or change thereto, or any damages which result therefrom, in the event that such delay or failure is caused by acts of God, fires, explosions, floods, severe weather events, acts of public enemies, strikes, labor disputes, civil disputes, insurrections, wars, riots, embargoes, order or acts of civil or military authority, or other causes of a similar nature.
12. **WARRANTY** - Samson warrants that it has, or will have at the time of shipment, good and marketable title to the Goods being sold pursuant to this quotation/purchase order. The warranty obligation of Samson shall in all respects conform to and be limited to the manufacturer's warranty on the Goods as the same is assignable to the Purchaser. Samson provides no other warranties with regard to the Goods. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BY NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAMSON PROVIDES NO INDEPENDENT WARRANTIES WITH RESPECT TO THE GOODS. Samson is not responsible for any damages or liability caused by the use of the Goods, by the Purchaser, any successor or assign of the Purchaser, any customer, client or employee of the Purchaser, or any third party, and the delivery by Samson to the Purchaser, or the acceptance of this form by the Purchaser from Samson, shall be deemed to evidence the Purchaser's acknowledgement and acceptance of Samson's non-liability.
13. **BONDS** - In the event that this form, or any other writing between the parties, with regard to the order evidenced hereby, provides that the Goods shall be delivered to a job site, the Purchaser must first provide Samson with payment or a performance bond with regard to such job, if any.
14. **LIENS** - This quotation/purchase order document shall be deemed to establish a direct contractual relationship between Samson and the Purchaser for the purposes of the New Jersey Construction Lien Law (N.J.S.A. 2A:44A-1 et seq.), and the Municipal Mechanic's Lien Law (N.J.S.A. 2A:44-125 et seq.). In addition, the Purchaser acknowledges that the transaction as set forth in this document is subject to the New Jersey Prompt Pay Act (N.J.S.A. 2A:30A-1 et seq.)
15. **APPLICABLE LAW** - This quotation/purchase order and any disputes which arise between Samson and the Purchaser shall be governed by and construed under the laws of the State of New Jersey. The delivery by Samson to the Purchaser, or the acceptance of this form by the Purchaser from Samson, shall constitute acceptance by the Purchaser of the jurisdiction of the courts of the State of New Jersey.
16. **CONFLICT OF AGREEMENT** - In the event of any conflict between these Terms and Conditions and any other term or provision set forth in any quotation, or other writing, document or agreement, or any verbal statement, such conflict shall be deemed to be a material alteration to the contract between the parties, and the parties agree that these Terms and Conditions shall prevail, regardless of the actions of either part, and without the need for a response by the Purchaser unless such conflict is waived by Samson and signed by an authorized representative of Samson in writing which specifically states the limits of such waiver and which specifically refers to this form.



Samson Electrical Supply, Inc.  
PO Box 680  
Edison, NJ 08818  
Phone (732) 393-7070  
www.samsonelctrical.com

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

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

In consideration of and for the purpose of inducing Samson Electrical Supply Company ("Seller") to sell merchandise on credit to the Applicant, the undersigned, jointly and severally, hereby personally unconditionally guarantee the prompt and full payment of any and all invoices for merchandise to be delivered by the Seller to the Applicant, or its agents, or by direct delivery, whether to the place of business or other sites so directed by the Applicant, its agents or employees.

This guarantee is continuing and shall remain in full force and effect as long as sales are made by the Seller to the Applicant. The undersigned expressly agree that the obligation of the undersigned as set forth herein shall be without set-off or counterclaim or deduction, and shall in no way be affected by the extensions of credit or time of payment, and/or the acceptance by the Seller of bills, invoices, checks and other instruments for the payment of money, and/or modifications of the terms of credit or renewals thereof, even though the same may be extended, modified, given or accepted without notice to, or consent by the undersigned. The undersigned hereby waive any and all notices of shipment and/or delivery, and also any and all notices of default, nonpayment, or delinquencies. The undersigned further personally hereby agree unconditionally and irrevocably to be primarily liable to the Seller so that in case of failure of the Applicant to pay for merchandise delivered by the Seller as aforesaid, the Seller shall not be compelled to first proceed against the Applicant. This guarantee shall be enforceable regardless of the Applicant's solvency or insolvency. Furthermore, it is expressly understood that the cost of any collection fees which might include, but not be limited to, attorney fees, interest, etc., shall also covered by the undersigned's guaranty, and shall become part of the indebtedness.

The undersigned may at any time terminate this guarantee by giving thirty (30) days written notice to the Seller by registered mail to its office, whereupon the liability of the undersigned shall terminate as to the orders placed by the Applicant, subsequent to the expiration of said thirty (30) day period. It shall nevertheless continue in full force to all orders placed by the Applicant at any time prior to the expiration of said thirty (30) day period. This guarantee shall be binding upon the heirs, executors, administrators, and assigns of the undersigned.

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SIGNATURE OF APPLICANT