



CREDIT APPLICATION / BILLING INSTRUCTIONS AND CONTINUING PERSONAL GUARANTEE

Exact Business Name (Purchaser) _____

Street Address: _____ City, State and Zip Code: _____

Mailing Address: _____ City, State and Zip Code: _____

Email Address, Mobile, Other Contact Number: _____ County: _____

Business Phone Number: _____ Fax Phone Number: _____

Proprietorship Partnership Corporation Joint Venture Non-Profit Org. Ltd. Liability Company Other _____

State license # _____ Date This Business Commenced: _____

Occupational license # _____ Type of Business: _____

Business Property is: Leased, From Whom _____ Owned by Whom _____

PRINCIPALS, OWNERS, PARTNERS, AND/OR OFFICERS

Name _____ Title: _____ Social Security #: _____

Home Address _____ Home Phone #: _____

Name _____ Title: _____ Social Security #: _____

Home Address _____ Home Phone #: _____

Name _____ Title: _____ Social Security #: _____

Home Address _____ Home Phone #: _____

List Any Other Business Names, Trade Names or Affiliated Names _____

If any of the principals were in business before, please provide business name, location, date, and explain the reason for discontinuing: _____

If any of the principals were or are currently involved in bankruptcy proceedings, please provide name (personal or business), location, date, _____

Bankruptcy type and the outcome of all the proceedings: _____

TRADE REFERENCES

List suppliers where you have an Active Account:

Name _____ City _____, State: _____ Account #: _____ Telephone: _____

Name _____ City _____, State: _____ Account #: _____ Telephone: _____

Name _____ City _____, State: _____ Account #: _____ Telephone: _____

BANK REFERENCES

Name _____ City _____, State: _____ Account #: _____ Telephone: _____

Name _____ City _____, State: _____ Account #: _____ Telephone: _____

The undersigned certifies the above information to be true and correct, that it is submitted for the purpose of obtaining credit and agrees to the Terms and Conditions of Sale of Seller on pages 2 and 3, any changes to those terms 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 and/or business credit for the purpose of investigating the Purchaser's business and its eligibility for commercial credit. The undersigned consents to an investigation into the creditworthiness of the Purchaser, and of any personal guarantor of Purchaser.

PLEASE ATTACH COPY OF PURCHASER'S MOST RECENT FINANCIAL STATEMENT

Authorized signature of Purchaser: _____

By (Print or Type): _____

Time: _____

Date: _____

Notary Public: _____

SELLER'S USE ONLY
Accounting Review: _____
Sales Representative # _____
Sales Manager Approval _____
Branch Name & Number _____
Revised 12/2012

TERMS AND CONDITIONS OF SALE

All sales made by Seller are subject to the Terms and Conditions of Sale, which shall prevail over any inconsistent terms of Purchaser's purchase order or other documents. No terms and conditions in any way altering or modifying these provisions shall be binding upon Seller unless they are specifically authorized in writing by Sellers authorized representative. No modification or alteration of these provisions shall result by Seller's shipment of goods following receipt of Purchaser's purchase order, or other documents containing provisions, terms, or conditions in addition to, in conflict with, or inconsistent with these provisions. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. Seller's terms and conditions are subject to change upon written notice and all future sales and extension of credit at the sole discretion of Seller. Purchaser acknowledges and agrees that the merchandise sold herein is being purchased for business, commercial, or industrial use and not for consumer, personal or family household purposes.

Prices in quotation made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions, when made, are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.

Seller shall not be liable for delay or default in delivery and all quotations and agreements are contingent upon any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond Seller's control.

Goods not manufactured by Seller are not warranted or guaranteed by Seller. They are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Purchaser by the original manufacturer of such goods. Purchaser shall hold Seller harmless in all actions, proceedings, and litigation arising out of charges brought against manufacturer(s) whose products are sold by Seller.

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY HEREUNDER, AND PURCHASER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER IN CONTRACT OR IN TORT OR PURSUANT TO STATUTE , FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO THE GIVING OF CREDIT OR REPLACEMENTS OF MATERIALS, PURCHASER MUST GIVE SELLER WRITTEN NOTICE IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN TEN (10) DAYS AFTER RECEIPT OF THE GOODS, SELLER MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT THE ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY SELLER, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO SELLER, FAILURE TO GIVE REQUIRED NOTICE WITHIN THE TIME PROVIDED, OR FAILURE TO RETURN ALLEGEDLY DEFECTIVE GOODS TO SELLER FOLLOWING SELLER'S REQUEST CONSTITUTES A WAIVER OF ALL CLAIMS AGAINST SELLER, SELLER'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT OF MATERIALS IS LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE ORIGINAL MANUFACTURER OF SUCH GOODS. PURCHASER AND SELLER AGREE THAT SELLER SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES IN ANY WAY ARISING FROM THE SALE, HANDLING, INSTALLATION, OR USE OF THE GOODS SOLD OR FROM ANY OTHER BREACH OF THIS DOCUMENT, ANY PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN PURCHASER AND SELLER.

Seller makes no representations, and bears no responsibility, as to the installation, use or other disposition of the merchandise sold hereby, and, accordingly, Purchaser agrees to indemnify and to hold harmless Seller from any liability for injury or damages arising out of, or in any way connected with, or pertaining to the sale, installation, use or other disposition of the merchandise sold herein.

No credit for goods returned by Purchaser shall be given without Seller's written authorization. ALL RETURNS ARE SUBJECT TO A RESTOCKING CHARGE. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser, within ten (10) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. Seller's responsibility ceases upon issuance of Bill of Lading. Seller shall not be liable to Purchaser for goods that are damaged or lost while in the possession of a common carrier, and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier. Special order items are considered billable at time of order and are non-returnable.

Purchaser agrees to have agents and facilities available to accept all deliveries of merchandise pursuant to orders placed with Seller, for shipment to Purchaser's office, warehouse, jobsite or any other designated location. Any change in quantities or destination may result in a price adjustment by Seller.

Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser and Purchaser's acceptance must be premised on final approval by architects, engineers, or other third parties, and not on Seller's interpretation. Merchandise made to Purchaser's specifications or of special manufacture, or ordered especially for Purchaser, is sold subject to the condition that such order is non-cancellable.

If Purchaser fails to comply with these Terms and Conditions of Sale, or Purchaser's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict any order. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Purchaser agrees to send Samson Electrical Supply written notice of any changes in the form of ownership of Purchaser's business within five days of such changes.

PURCHASER AND SELLER AGREE AND INTEND THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT PURCHASER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT.

Samson Electrical Supply or an authorized representative has my authorization to contact any credit references given here.

PAYMENT TERMS: The Terms of Payment of Samson invoices are 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 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 any order.

Purchaser accepts primary liability for the payment of all merchandise shipped and/or billed and waives the right to use as a defense against payment, the obligation by a third party to pay for said merchandise. Purchaser agrees that the Seller is entitled to 30% attorney fees in the event that the delinquent account is turned over to Seller's attorneys for collection. The Purchaser also agrees to pay the highest interest rate allowed by law, but not exceeding 24% per annum.

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 invoice 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 as 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. Purchasers who are liable for State sales tax shall remain liable for the payment of State sales tax and all other applicable taxes whether or not charged by Seller. Furthermore, Purchaser agrees to reimburse Seller for all assessments, penalties, interest and similar charges levied by the State or any of its political subdivisions, departments or agents, or by any other taxing authority, arising out of, relating to or in any way connected with, or relating to Purchaser's failure to fulfill its obligation under the terms of this clause and the State Sales Tax Regulations, or any other applicable tax regulation(s) or law(s).

APPLICABLE LAW – Any disputes which arise between Samson and the Purchaser shall be governed by and construed under the laws of the State of New Jersey.

If any provision (or any part of any provision) contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) hereof. No modification, amendment or wavier with respect to these Terms and Conditions shall be valid or enforceable against Seller unless in writing and signed by an authorized officer of Seller.

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 material alteration to the contract between the parties, and the parties agree that these Terms and Conditions shall prevail.

PURCHASER AGREES TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO OR ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, OR PERTAINING TO ANY SALES MADE BY SELLER TO PURCHASER, FOR THE USE OR OTHER DISPOSITION OF THE MERCHANDISE SOLD HEREIN, OR ANY CLAIM FOR INJURY OR DAMAGES ARISING THEREFROM.

-----Signature
of Notary Public. Print, Type or Stamp Commissioned name of Notary Public.