

The Furbay Electric Supply Company and Subsidiary
CREDIT APPLICATION AND AGREEMENT

Fax to: 330-454-6816

Sales Rep _____

Date _____

Company / Individual _____

Billing Address _____

City _____ State ____ Zip _____

Shipping Address _____

City _____ State ____ Zip _____

Phone _____ Fax _____

Email _____

Type of Business _____

Billing information

Will you pay by Invoice Statement

Is a purchase order Yes No
required

Tax Status Taxable Exempt

Type of Business Corporation Individual
Organization

Other

CORPORATION:

Federal Tax I.D. No. _____

President _____

Vice President _____

Treasurer _____

Secretary _____

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INDIVIDUAL:

Your Social Security No. _____ Date of birth _____
Spouse's Social Security No _____ Date of Birth _____

PARTNERSHIP:

Partner Name (1) _____
Social Security No. _____
Address _____
City _____ State ____ Zip _____
Phone _____ Fax _____
E-mail _____

Partner Name (2) _____
Social Security No. _____
Address _____
City _____ State ____ Zip _____
Phone _____ Fax _____
E-mail _____

Partner Name (3) _____
Social Security No. _____
Address _____
City _____ State ____ Zip _____
Phone _____ Fax _____
E-mail _____

The Furbay Electric Supply Company and Subsidiary
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Business Reference (1)

Company Name _____

Address _____

City _____ State ____ Zip _____

Phone _____ Fax _____

Business Reference (2)

Company Name _____

Address _____

City _____ State ____ Zip _____

Phone _____ Fax _____

Business Reference (3)

Company Name _____

Address _____

City _____ State ____ Zip _____

Phone _____ Fax _____

Estimated monthly
high credit \$ _____

Estimated annual
purchase value \$ _____

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TERMS AND CONDITIONS

Price quotations will not contain State Sales Tax, unless expressly indicated otherwise in writing, and the tax shall be added where applicable. Freight charges will not be included in price quotations, unless expressly indicated otherwise in writing, and shall be added when applicable. Seller does not guarantee delivery dates and all delivery dates given are estimated, claims of shortages and/or breakages should be noted on the carrier's delivery document, or on the Furbay Electric & Subsidiary's Delivery Slip. In any case, we must be notified within 48 hours.

RETURNING MATERIALS! All sales are final and no merchandise may be returned unless consented to by Seller and subject to their policy. Items we NORMALLY STOCK may be returned for full credit within 90 days from the date of purchase, provided that the product is saleable and you furnish the invoice number on which you purchased it. Otherwise a restock charge will apply as follows:

Up to 90 daysNo restock charge
90-120 days.....10%
120+.....20%
Nothing beyond 1 year will be credited.

*SPECIAL ORDER items to be returned must be subject to the manufacturer approval and his re-stock policy will apply plus return freight and handling. Customer account will be credited for special return items when seller receives credit from manufacturer. Deposits may be required for special order items.

*The Furbay Electric Supply Co. & Sub. hereinafter referred to as Seller offers no guarantees or warranties of any kind whatsoever including any warranties of merchantability or of fitness for a particular purpose, either expressed or implied, on merchandise sold by seller and Buyer agrees the only warranties on the merchandise sold by Seller are the warranties make by the manufacturer.

*All stock items for return must be in original cartons and in good condition. Otherwise, a minimum, 20% restock will apply. Date sensitive material and material in poor condition could be refused upon inspection. Quantity levels that exceed our normal stocking levels may be denied or require a higher restock charge.

*Any cash discount allowed and the terms of same will be printed on Seller's Invoice and Buyer agrees not to take such discount unless Buyer has complied with said terms and not to deduct any greater amount than allowed.

*Buyer agrees not to back-charge Seller or take a credit against any amount owed Seller for any reason without first obtaining the written authorization from the Seller. This paragraph places no obligation on the Seller and does not in any way modify or invalidate, either part or in whole, any provisions of Paragraph 1.

*All Shipments of merchandise are F.O.B. point of origin and any damages in transit to merchandise is the responsibility of the carrier and it is Buyer's responsibility to file a damage claim with the carrier. It is the Buyers responsibility to inspect material in a timely fashion. Any claims for concealed damage must be filed within 15 days by Buyer with Carrier. Buyer agrees that under no circumstances shall it withhold payments from Seller because of damages in transit.

*There are no understandings or agreements between Buyer and Seller other than fully expressed and contained herein and no Agent or Salesman of Seller has any authority to obligate Seller by any terms, guarantees, warranties, stipulations or conditions not herein expressed. This agreement may be altered only by written consent of the parties hereto.

THE UNDERSIGNED HEREBY REPRESENTS THAT ALL OF THE INFORMATION ON THE OTHER PAGES HEREOF IS TRUE AND THAT SAID REPRESENTATIONS ARE MADE FOR PURPOSE OF OBTAINING CREDIT FROM THE FURBAY ELECTRIC SUPPLY CO. AND SUBSIDIARY.

BY COMPLETION, EXECUTION AND SUBMISSION OF THE CREDIT APPLICATION, THE APPLICANT EXPRESSLY AGREES THAT EACH AND EVERY TERM SET FORTH ON PAGE 3 HEREOF SHALL CONSTITUTE A LEGAL BINDING AGREEMENT BETWEEN THE FURBAY ELECTRIC SUPPLY CO. & SUB AND APPLICANT. THESE TERMS AND CONDITIONS ARE SEVERABLE AND THE AMENDMENT OR CANCELLATION OF ANY ONE TERM BY WRITTEN MUTUAL AGREEMENT OF THE FURBAY ELECTRIC SUPPLY CO. & SUB SHALL IN NO WAY IMPAIR THE VALIDITY OR ENFORCEABILITY OF ANY OTHER TERM OR CONDITION.

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COMPANY NAME _____

(X) BY _____

Date _____

Witness _____

Date _____