



## CREDIT APPLICATION

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

Billing Address(if different): \_\_\_\_\_

\_\_\_\_\_

EMAIL: \_\_\_\_\_ Phone: \_\_\_\_\_

Credit Line Sought: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Is A : \_\_\_\_ Corporation \_\_\_\_ Partnership \_\_\_\_ Proprietorship \_\_\_\_ LLC \_\_\_\_ PLC

Corporate Registration No. \_\_\_\_\_ V.A.T. No. \_\_\_\_\_

# Years In Business \_\_\_\_\_

### **COMPANY DIRECTORS/OFFICERS/PRINCIPAL:**

1) Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_

2) Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### **BANKING DETAILS:**

Bank Name: \_\_\_\_\_ Account # \_\_\_\_\_

Branch Address: \_\_\_\_\_ City/State/ZIP: \_\_\_\_\_

Bank Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

### **TRADE REFERENCES:**

Vendor 1: \_\_\_\_\_ Contact: \_\_\_\_\_

Payment Address: \_\_\_\_\_ City/State/ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_ Phone: \_\_\_\_\_ Account # \_\_\_\_\_

Vendor 2: \_\_\_\_\_ Contact: \_\_\_\_\_

Payment Address: \_\_\_\_\_ City/State/ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_ Phone: \_\_\_\_\_ Account # \_\_\_\_\_

Vendor 3: \_\_\_\_\_ Contact: \_\_\_\_\_

Payment Address: \_\_\_\_\_ City/State/ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_ Phone: \_\_\_\_\_ Account # \_\_\_\_\_

## CONDITIONS(TERMS ARE NET 30 DAYS UPON CREDIT APPROVAL)

TERMS OF SALE, INCLUDING TERMS OF PAYMENT AND CHARGES, FOR EACH PURCHASE ARE AGREED TO BE THOSE SPECIFIED ON THE FACE OF EACH INVOICE. THE CUSTOMER HERBY AGREES TO PAY ALL COSTS OF COLLECTION OR LEGAL FEES SHOULD SUCH ACTION BE NECESSARY DUE TO NON-PAYMENT. THE ABOVE INFORMATION IS WILLINGLY SUPPLIED AND THE CREDITOR IS AUTHORIZED TO CONTACT THE ABOVE BANK AND TRADE REFERENCES IN ORDER TO ESTABLISH THE CREDITWORTHINESS OF THE ABOVE NAMED COMPANY. IF THE APPLICANT IS NOT A CORPORATION, THE CREDITOR IS AUTHORIZED TO OBTAIN CREDIT REPORTS ON THE PROPRIETORS, PARTNERS OR PRINCIPALS. SHOULD A CREDIT AVAILBILTY BE GRANTED BY THE CREDITOR, ALL DECISIONS WITH RESPECT TO THE EXTENSIONOR CONTINUATION SHALL BE IN THE SOLE DISCRETION OF THE CREDITOR. THE CREDITOR MAY TERMINATE ANY CREDIT AVAILABILITY WITHIN ITS SOLE DISCRETION.

DISPUTES: ANY DISPUTE OR CONTROVERSY ARISING FROM THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION BY THE AMERICAN ARBITRATION AT CHARLOTTE, NC. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH. THE NUMBER OF ARBITRATORS SHALL BE ONE. THE PARTIES AGREE THE AMERICAN ARBITRATION ASSOCIATION'S EXPEDITED RULES SHALL APLY AND WAIVE ALL RIGHT TO ANY HEARING REQUIRING WITNESS PRODUCTION. THE ARBITRATOR SHALL ISSUE AN AWARD BASED UPON THE WRITTEN DOCUMENTARY EVIDENCE SUPPLIED BY THE PARTIES. THE ARBITRATOR'S AWARD SHALL BE DINDING AND FINAL. THE LOSING PARTY SHALL PAY ALL ARBITRATION EXPENSES, INCLUDING ALL ATTORNEY'S FEES.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS, AND HEREBY AGREE TO THEM.

APPLICANT'S NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ APPLICANT'S SIGNATURE: \_\_\_\_\_

## FOR PROPRIETORS, PARTNERS, S-CORPORATIONS IN THE U.S.

I AUTHORIZE THE SELLER AND THEIR ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT ON MY CREDIT HISTORY.

DATE: \_\_\_\_\_ APPLICANT'S SIGNATURE: \_\_\_\_\_

## PERSONAL GUARANTEE:

THE UNDERSIGNED, FOR CONSIDERATION DO HERBY INDIVIDUALLY AND PERSONALLY GUARANTEE THE FULL AND PROMPT PAYMENT OF ALL INDEBTEDNESS HERETOFORE OR HEREAFTER INCURRED BY THE ABOVE BUSINESS. THIS GUARANTEE SHALL NOT BE AFFECTED BY THE AMOUNT OF CREDIT EXTENDED OR ANY CHANGE IN THE FORM OF SAID INDEBTEDNESS. NOTICE OF THE ACCEPTANCE OF THIS GUARANTEE, EXTENSION OF CREDIT, MODIFICATION IN TERMS OF PAYMENT, AND ANY RIGHT OR DEMAND TO PROCEED AGAINST THE PRINCIPAL DEBTOR IS HEREBY WAIVED. THIS GUARANTEE MAY ONLY BE REVOKED BY WRITTEN NOTICE WHICH SHALL BE SENT TO THE CREDITOR'S CREDIT OFFICE BY CERTIFIED MAIL. ANY REVOCATION DOES NOT REVOKE THE OBLIGATION OF THE GUARANTORS TO PROVIDE PAYMENT FOR INDEBTEDNESS INCURRED PRIOR TO THE REVOCATION. I AUTHORIZE THE SELLER AND THEIR ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT AND TO CONTACT MY REFERENCES AS NECESSARY. AS GUARANTOR, I AM ALSO BOUND BY THE ABOVE ARBITRATION CLAUSE.

GUARANTOR'S NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_ TAX I.D. OR S.S.NO.: \_\_\_\_\_

GUARANTOR'S NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_ TAX I.D. OR S.S.NO.: \_\_\_\_\_

\*\* PLEASE INDICATE IF YOU WOULD LIKE INVOICES SENT VIA MAIL \_\_\_\_\_ FAX \_\_\_\_\_, OR EMAIL \_\_\_\_\_





3482 Hwy. 51 N.  
Fort Mill, SC 29715  
office phone: 704-248-8100  
fax: 704-215-4454

### **Terms and Conditions of Sale**

All quotations and sales by AMP Utility Distribution Services, LLC, a North Carolina limited liability company ("Seller"), to any party ("Buyer") are expressly conditioned upon Buyer's acceptance of these Terms and Conditions of Sale (the or these "Terms"). These Terms, along with any terms and conditions identified in Seller's quote sheet, packing slip or invoice which are hereby incorporated by reference, reflect the entire agreement of Buyer and Seller with regard to the sale of goods by Seller to Buyer, and all prior oral or written proposals, agreements and understandings are superseded by these Terms. Any modification or alteration of these Terms must be in writing and signed by an authorized representative of Seller. Buyer's acceptance or receipt of the goods shall be deemed acceptance by Buyer of these Terms. Seller objects to additional or different terms and conditions in any purchase order from Buyer, or other documents or communications from Buyer, and any additional or different terms shall not be binding upon Seller.

**Prices.** Quoted prices expire as set forth in Seller's quote sheet and are subject to change without notice. Except as provided in Seller's quote sheet, all quoted prices shall expire and become void if Buyer does not accept them within thirty (30) days from the date quoted by Seller, unless an authorized representative of Seller provided a special quote in writing. Any mathematical or clerical errors are not binding on Seller. Any changes by Buyer in quantities, destination, schedule or installation may result in a price adjustment by Seller. Prices shown may not include any sales taxes, excise taxes, tariffs, or other governmental tax or charge payable by Seller to any federal, state, or local authority. Any taxes or other charges now or later imposed upon sales will be added to the purchase price. Buyer will reimburse Seller for any such taxes and charges or provide Seller with an acceptable tax exemption certificate. Prices quoted with respect to a particular purchase of goods and any applicable transportation charges shall apply only to that particular order of goods and not subsequent orders and purchases.

**Delivery and Inspection.** Seller will help arrange delivery of the goods to Buyer at the location and date mutually agreed upon by Buyer and Seller in writing. Partial deliveries of goods are permitted at Seller's discretion. Seller does not guarantee planned delivery dates. Delivery of materials to the construction site constitutes delivery to Buyer regardless of whether Buyer or its agent is on site at the time of delivery. Seller will not be liable for failure or delay in delivery for any reason, and Buyer hereby waives any claims for damages arising therefrom. Buyer shall examine all goods upon receipt and prior to installation.

**Risk of Loss.** Risk of Loss will transfer to Buyer upon the earlier of delivery of the goods at the delivery location or tender of the goods to Buyer, Buyer's representative or common carrier. Seller shall not be liable to Buyer for goods that are damaged or lost while in the possession of a common



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carrier, and Buyer is solely responsible for recovering any and all damage directly from the common carrier.

**Payment.** Buyer shall pay Seller in full for all goods within thirty (30) days of the date Buyer takes receipt of the goods unless stated otherwise on Seller's quote sheet or invoice. Payment shall be in the form of cash, check, wire transfer, or electronic funds transfer. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party and Buyer shall not hold back any retainage. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. Notwithstanding anything stated therein to the contrary, any lien waiver or release executed by Seller related to the goods sold under these Terms shall only be effective to the extent payment is received by Seller, paid by the drawee bank, and not avoidable as a bankruptcy preference. Seller may apply Buyer's payment against any open charges in Seller's sole discretion. Seller may exercise setoff rights against any outstanding debt due from Buyer. Buyer shall have no right of setoff against Seller. For all past due amounts, Buyer agrees to pay Seller a monthly interest charge equal to the lesser of one-half percent (1.5%) per month or the maximum interest charge allowable by the law until paid in full. Buyer and Seller further agree that in any suit, action, proceeding, or arbitration relating to Seller's sale of goods to Buyer, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses.

**Lien Rights.** Buyer agrees that Seller retains all rights to claim and file a mechanic's and/or materialman's lien as allowed by the law of the State where the goods were delivered, consumed, or used. Buyer may not assign or transfer or delegate its rights or obligations (by law or otherwise) to claim or file a mechanic's and/or materialman's lien with respect to the sale of any goods by Seller to Buyer without Seller's prior written consent.

**Credit Terms.** Issuance of any credit by Seller to Buyer shall be subject to Seller's approval in Seller's sole discretion. If Seller determines in its sole discretion that Buyer's financial responsibility is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment for any goods purchased from Seller when due, then Seller may postpone or decline to make any shipments except upon receipt of satisfactory security or payment in advance of shipment, or Seller may cancel any or all orders or contracts with Buyer or any portion thereof. If Buyer fails to comply with these Terms or if Buyer's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict Seller's credit on any order upon notice to Buyer. Buyer certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the ownership of Buyer's business within five (5) days of such changes.

**Force Majeure.** Seller shall not be liable for any delay, damage or default in delivery resulting from any cause beyond Seller's reasonable control (an "Unavoidable Event"), including, but not





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limited to, governmental action, terrorism, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturer's shortages, damage of goods by shipping agents or carriers, inability to obtain materials, fuels, or supplies, weather events, floods or other so-called acts of God, or any other event interfering with the production, supply, transportation, or consumption of the goods being sold, or with the supply or consumption of any raw materials or labor used in connection with the goods. Upon occurrence of an Unavoidable Event, the time for Seller's performance shall be extended reasonably (if applicable), the purchase price shall be adjusted for any increased costs to Seller resulting therefrom, and Buyer shall not be entitled to any other remedy.

**No Interpretation of Buyer's Plans.** Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Buyer. Any interpretation of plans or specifications provided by Buyer to Seller for the purpose of purchases or bids are for the Buyer's convenience only, and Seller shall have no liability for quantities or materials arising from those interpretations. Buyer shall rely solely on final approval or interpretation of the plans or specifications by architects, engineers, or other third parties, and not on Seller's interpretation.

**Disclaimer of Warranties.** Seller makes no warranties for any goods. Buyer shall only be entitled to any manufacturer's warranty that the manufacturer provides to Seller for said goods, but only to the extent and in the same manner as the manufacturer's warranty extends to Seller. **SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD TO THE GOODS OR WORKMANSHIP, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, WORKMANSHIP, DESIGN, HABITABILITY OR NON-INFRINGEMENT OF ANY THIRD PARTY'S PROPRIETARY RIGHTS OR ANY WARRANTIES ARISING BY OPERATION OF LAW, STATUTE OR OTHERWISE, OR IMPLIED BY INDUSTRY OR TRADE, CUSTOM, COURSE OF DEALINGS BETWEEN THE PARTIES OR OTHERWISE. BUYER'S SOLE AND EXCLUSIVE WARRANTY FOR ANY GOODS OR WORKMANSHIP SOLD UNDER THESE TERMS IS ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE GOODS. SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, CLAIMS IN WARRANTY, CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR CONNECTED WITH THESE TERMS IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING GOODS BY THE MANUFACTURER OR, AT SELLER'S SOLE OPTION, PAYMENT NOT TO EXCEED THE PURCHASE PRICE OF THE GOODS OR WORKMANSHIP FOR WHICH DAMAGES ARE CLAIMED. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, INCIDENTAL OR**



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**CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE ACTUALLY RECEIVED BY SELLER FOR THE GOODS OR WORKMANSHIP. ALL CLAIMS BY BUYER AGAINST SELLER MUST BE BROUGHT WITHIN ONE YEAR OF DELIVERY OF THE GOODS TO BUYER OR INSTALLATION OF THE GOODS, WHICHEVER OCCURS FIRST, OR SUCH CLAIMS SHALL BE DEEMED WAIVED.**

**Orders.** Unless Buyer has provided prior written notice to Seller stating otherwise, Buyer specifically authorizes any of its employees and agents to purchase any goods under these Terms, pick up any goods, sign packaging slips, and deliver and receive any goods from Seller.

**Returns.** Seller shall give no credit for goods returned by Buyer without Seller's prior written authorization. All acceptable returns are subject to a restocking charge. Any returns must be clean, unused and undamaged with original packaging and all original parts.

**Indemnification.** Buyer agrees to indemnify, defend and hold harmless Seller and its officers, managers, members, employees and agents from any claim, demand, loss, costs (including attorneys' fees) or damage incurred or sustained by Seller arising from or related to Buyer's use or resale of the goods sold by Seller to Buyer, any negligent, intentional or tortious act or omission of Buyer or Buyer's failure to comply with these Terms. This indemnification shall not apply to damages for property damage or personal injury arising from the Seller's sole negligence.

**Non-Waiver.** No waiver of any rights of Seller shall be effective for any purpose unless in writing and signed by a duly authorized representative of Seller. No such waiver shall be construed to be a waiver to any subsequent or other rights of Seller.

**Governing Law.** These Terms shall be construed and governed by the laws of the State of North Carolina, except that the law applicable to any mechanic's or materialman's lien asserted by Seller shall be construed and governed by the law of the State where the goods or services were delivered, consumed, or used.