



Confidential Credit Application

For Office Use Only		
C No.:	CS No.:	Br:
Br Mgr:	Sales Assoc:	

Please return the completed application to: Mayer Electric Supply Co., Inc. / Credit Applications, PO Box 1328, Birmingham, AL 35201-1328
 Phone: 1-800-866-3535 ext. 3568; Fax: (205) 244-5142

Credit Applicant's Company Name (Full Legal Name)	Doing Business As
Billing/PO Box Address	Phone () Fax () Mob ()
May we provide you with email or fax invoices in lieu of paper?	If so, please provide your email address and fax #.
Street Address	Billing Contact
City State Zip	For tax purposes, is your facility inside city limits? Y N City Name: County Name:
Parent Company (if applicable)	Will you have Purchases that are tax exempt? Y N Please complete the attached tax information form and return with your application.
Check One: Corporation Partnership Government Other: Proprietorship (Solely Owned) Other:	Does your company require purchase orders? Y N How many copies of invoices do you need? _____ Statement copies? _____
Date Business Started Federal ID #	Type of Business
Have you ever filed for bankruptcy? Y N	Are you now or have you been involved in a lawsuit resulting in a judgment against your company? Y N

Please provide most recent financial statements. This account will be used for business purposes only unless checked here for personal use. _____

Commercial Trade References (List 2 verifiable trade and one bank reference)

Name	Address	Phone
		Fax
Name	Address	Phone
		Fax

Bank Reference	Account Numbers	Phone
		Fax

Guaranty of Payment of Account

If the credit applicant company is a proprietorship or a partnership, the principal owner(s) must sign below. If the credit applicant company is a corporation that has been incorporated for less than two years, then an officer must sign. The Guarantor acknowledges and agrees that Mayer may utilize outside credit reporting services to obtain information on the Guarantor.

In exchange for the sale of merchandise by Mayer Electric Supply Company, Inc. ("The Company") to Credit Applicant, I (we), the undersigned, personally and individually, guarantee without exception to The Company, payment of all amounts due by Credit Applicant to The Company. I (We) further agree that from time to time and without your telling me (us), payment of any sums due from the Credit Applicant may be extended or other requests granted, without my (our) being released of liability, and I (we) waive presentment, demand, protest and notice of protest, and agree to pay all costs of collecting or securing amounts owed by Credit Applicant to The Company, together with a reasonable attorney's fee. If there are two or more of us signing this Guaranty, the liability of each of us is joint and several, and in the event of the termination of this Guaranty as to any one of us, this Guaranty continues in force and effect as to the remaining guarantor(s). I (We) agree that The Company may enforce the terms of the Guaranty without first bringing suit against the Credit Applicant or exhausting any other remedies which The Company may have. I (We) have the right to give notice of my (our) termination of the Guaranty at any time; but, in this event, I (we) shall be and remain obligated with respect to all indebtedness of the Credit Applicant to The Company, existing at the time of the receipt of such notice by The Company. I (We) agree not to pursue Credit Applicant or accept payment from Credit Applicant for repayment of any amounts that I (we) have to pay The Company under the terms of this Guaranty.

Signature	Social Security #	Date
Home Address		
Signature	Social Security #	Date
Home Address		

THE TERMS & CONDITIONS OF SALE ACCOMPANYING THIS CREDIT APPLICATION ARE INCORPORATED HEREIN BY THIS REFERENCE.

Must be signed by Officer(s) or Owners(s)

X	Authorized Signature	Please print Name & Title	Date
X	Authorized Signature	Please print Name & Title	Date

Effective Date: 11/26/2008



Terms & Conditions of Sale

Mayer Electric Supply Company, Inc. and its Division, Jones & Lee Supply is herein referred to as the "Company".

1. All prices are F.O.B. shipping point unless otherwise specified. The prices quoted herein are subject to addition for federal, state or local taxes.
2. Claims for shortages, losses, and apparent or concealed damages sustained in transit, shall be made by the Purchaser with the carrier.
3. Shipping dates are approximate and are dependant upon prompt receipt of all necessary information by the Company. The Company shall not be liable for late delivery due to fire, strike, civil or military authority, insurrection or riot, unavailability of material or parts and for other causes beyond its reasonable control and the Company shall not be liable for incidental or consequential damages arising from late delivery.
4. All equipment and supplies shall be installed by and at the expense of the Purchaser unless otherwise stipulated in writing. The Company may furnish, at its option, engineers to supervise installation of the equipment. The expenses shall be born by the Purchaser. Purchaser accepts responsibility for all loss occurring during the erection of the equipment by events including, but not limited to, fire and disaster.
5. The parties hereto acknowledge and agree that the Purchaser will pay the entire purchase price according to the Company terms of sale (10th PROX NET11). CHECKS BEARING A "PAYMENT IN FULL" LEGEND MUST BE SENT TO THE COMPANY AT 3405 4TH AVENUE SOUTH, BIRMINGHAM, AL 35222, ATTEN: ACCOUNTS RECEIVABLE MANAGER. In the event the Purchaser defaults, the Company may charge and collect a late charge of 1 1/2% per month of the past due balance. The Company shall also be entitled to all costs of collection including court costs and attorneys fees in the event of the default by the Purchaser.
6. No terms or conditions or purchase orders and/or contracts different from the terms of the Company will become a part of any sales agreement, purchase order, or other document(s) unless specifically approved in a separate writing by the Company.
7. The Purchaser agrees to provide the Company upon request a statement representing that the Purchaser is and remains solvent.
8. The Company will extend to Purchaser all transferable warranties made to the Company by the manufacturers or suppliers of materials. THE COMPANY MAKES AND GIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IT IS EXPRESSLY UNDERSTOOD THAT IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED WITH RESPECT TO ANY AND ALL GOODS, MATERIALS OR SERVICES FURNISHED BY THE COMPANY. This general warranty policy supersedes any other warranties contained in plans or specifications on which a quotation or proposal from the Company may be based and cannot be expanded without the prior and specific written consent of the Company.
9. The Company shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods or claims of customers of Purchaser for service interruptions. Any remedy of Purchaser shall be with respect to any warranty extended by the Manufacturer. The remedy of the Purchaser set forth herein is exclusive, and the liability of the Company with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the sale, delivery, resale, installation or use of any goods sold, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise, shall not exceed the price of the goods upon which such liability is based.
10. It is expressly understood that the title to property shall not pass to the Purchaser but shall remain vested in and be the property of the Company, or its assigns, until the payment of the purchase price and late charge, and the performance of all the conditions and stipulations of the contract have been met. No agreement for any extension of time or postponement of any payment shall be valid unless in writing signed by an officer of the Company. It is expressly agreed that the property shall be and remain strictly personal property and retain its character as such, no matter in what manner it may be affixed or attached to any building or structure.
11. For the purpose of enforcing the Company's rights, the Purchaser authorizes the Company to enter on the premises, with or without notice, and remove the material, and hereby waives any action, or rights of action, arising out of such entry and repossession.
12. If Purchaser is a Florida entity, Purchaser waives any and all privileges and rights that it may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended and further agrees that any action brought against this account may be brought in the appropriate court in Hillsborough County, Florida.
13. When this document is confirming the Purchaser's verbal acceptance, exceptions must be communicated to the Company within 10 days or the Quote is accepted by the Purchaser.
14. The Company and Purchaser agree that the location of the branch receiving any purchase order shall be a proper place of venue.
15. If your application for business credit is denied or other actions taken, you will have the right to a written statement of the specific reasons for denial. To obtain this statement, please contact the applicable Company credit location within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request. NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.
16. The Company and Purchaser agree that the Company may assign all its right, title and interest in the account created hereby including without limitation, its collection remedies; and, Purchaser shall attorn to such assignee.
17. An order may be cancelled by the Purchaser only if agreed to by the Company and upon payment of reasonable charges based upon expenses already incurred and commitments made by the Company.
18. **Returned Goods Policy**
All material to be returned should be accompanied by documentation providing the Company with the invoice number and date, product identification number, quantity of items to be returned and the reason for the return.
Stock items: The Company will issue credit for material returned that meets the following conditions:
 - i. Material being returned should be within 60 days of invoice date.
 - ii. Material returned should be of reasonable quantity.
 - iii. Material should be in re-saleable condition as determined by a representative of the Company.Material returned after 60 days may be assessed a restocking charge. Material returned 120 days or more after invoice date may be refused by the Company.
Non-stock items: Returns are subject to returned goods policies and procedures of the Company's suppliers; provided, however, any return necessitated by defective shipment shall be given credit by the Company to Purchaser.
Returned Goods will only be accepted by the Company trucks if the return has been previously authorized by the issuance of a Return Material Authorization.
19. If the Purchaser is not a corporation and subsequent to the making of the application incorporates his business, with or without the knowledge of the Company, Purchaser agrees to be jointly and severally liable to the Company for any indebtedness incurred by or transferred to such corporation.
20. Purchaser agrees that all funds owed to Purchaser from anyone or received by Purchaser to the extent those funds result from the labor or materials supplied by the Company, shall be held in trust for the benefit of the Company ("Trust Funds"). Customer agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay to the Company all Trust Funds.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE ALTERED EXCEPT IN WRITING SIGNED BY AN OFFICER OF THE COMPANY AND THE PURCHASER AND SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE IN WHICH THE COMPANY IS LOCATED.



Please!! To help us bill you correctly, without rework, we must have information on your company's tax status.

Company Name Street Address

City County Zip Code

Are you located within the city limits? Yes No If yes, name of city?

If no, are you in a police jurisdiction? Yes No If yes, name of jurisdiction?

SALES TAX INFORMATION

All cities, counties and states require distributors to collect sales or use tax on our sales unless the buyer supplies us with a sales tax certificate specifying a valid reason for the exemption. Please assist us in determining your tax status by furnishing the information requested.

- Taxable - All purchases are taxable.
Reduced Tax Rate - Applies (Machine tax rate; rate based on manufacturing machinery)
Tax Exempt - All purchases are tax exempt (Check the appropriate box below and supply information as notes).
Resale Exemption - Materials purchased are for resale, or becomes part of manufactured material. (Please furnish the applicable certificate number)

City Number County Number State Number

- Direct Pay Exemption - Taxes are paid directly to the appropriate tax jurisdiction by the purchaser. Direct Pay Permit Number (Copy of certificate must be provided)
Other Qualifying Exemption (Copy of certificate must be provided)
Statutory Exemption - Government or Agency of Government Agency Name Regulation #

This certificate shall continue in force until revoked in writing and shall be considered a part of each order given to Mayer. If the material purchased is later used by the buyer for a purpose which makes the purchase of such material taxable, the buyer agrees to pay any tax due. If this sales tax information is not provided with complete information, all purchases will be subject to taxes as required by law.

Signature Title Phone # Date

