



Kelly & Hayes Electrical Supply of L.I., Inc.

66 Southern Blvd.

Nesconset, NY 11767

P (631) 467-3939

F (631) 979-0605

EMAIL CREDIT APPLICATION TO: help@kellyhayes.com

APPLICATION FOR CREDIT - **ATTACH SEPARATE SHEETS AS NEEDED**

FAX: _____

FIRM OR TRADE NAME: _____

PHONE: _____

STREET/MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ YEARS IN BUSINESS: _____

NAME OF OWNERS, PARTNERS OR OFFICERS:

NAME: _____ TITLE: _____ SS#: _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: _____

NAME: _____ TITLE: _____ SS#: _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: _____

BANK: _____ BRANCH: _____ PHONE: _____

BUSINESS CHECKING ACCT. #: _____ SAVINGS ACCT. # _____

TRADE REFERENCES:

NAME: ADDRESS: PHONE & FAX #'S

1) _____

2) _____

3) _____

4) _____

_____ NEW YORK STATE TAX APPLIES

_____ NY/CT SALES TAX DOES NOT APPLY— **RESALE CERTIFICATION ATTACHED**



SELECT THE METHOD BY WHICH YOU WANT TO RECEIVE YOUR INVOICES:

Mail

Email - Email Address: _____

Fax - Fax Number: _____

GENERAL PROVISIONS

This application and the information contained herein is a request for the extension of credit for commercial business use only and each applicant certifies that the firm he represents is doing business as a Corporation (), Partnership (), or Sole Proprietorship (). Each applicant authorizes named CREDITOR to obtain written or verbal credit reports from any credit reporting agency.

OUR TERMS

2% 10 DAYS - NET 30

If credit is extended, I (we) agree to pay CREDITOR all debts incurred within CREDITOR'S terms of sale. I (we) waive all rights of exemption under the constitution and laws of any State, as to personal property, which I (we) may in the future owe CREDITOR for goods sold me (us). I (we) also agree to pay a FINANCE CHARGE UP TO THE MAXIMUM ANNUAL RATE ALLOWED BY LAW on any unpaid past due balance. The CREDITOR is hereby authorized to deliver goods for the following at my (our) request and charge same to my (our) account and this shall continue until written notice to the contrary is given and accepted by CREDITOR. I (we) agree to IMMEDIATELY notify CREDITOR of any change in ownership, address or form of said business. The information on all pages hereof is provided for the purpose of obtaining credit and is warranted to be true, correct and complete. I hereby authorize Seller to investigate the references listed as relating to my credit history. My (our) signature(s) below hereby certify our agreement to all terms and conditions listed below without exception or qualification.

APPLICANT'S SIGNATURE _____ TITLE _____

APPLICANT'S SIGNATURE _____ TITLE _____

GUARANTEE

FOR VALUE RECEIVED, the undersigned endorser(s), do(es) hereby jointly and unconditionally and irrevocably, guarantee to CREDITOR the prompt payment of all amounts due on the account listed above within the terms stated above.

GUARANTOR(S):

(SIGNATURE/PRINTED NAME)

(SIGNATURE/PRINTED NAME)

(SIGNATURE/PRINTED NAME)

(SIGNATURE/PRINTED NAME)

Credit Application Instructions

- . Please fill out the application with your business name as it appears on your federal tax information; please include all applicable DBA name's. Do not leave fields blank.
- . Because the references provided will be used to determine your credit limit with Kelly & Hayes Electrical Supply of L.I., Inc., we encourage you to provide references appropriate to the credit limit you are requesting. Please current references.
- . Please make sure **ONLY** an owner or officer of the company signs the application and identifies him/herself as such on the signature line.
- . Please return application via e-mail to

Kelly & Hayes Electrical Supply of L.I., Inc. ("Seller")

TERMS AND CONDITIONS

1. Upon approval of this application, Seller, in its sole discretion, and notwithstanding any request of the Applicant, will assign Applicant a maximum credit limit and shall have the right to increase, decrease, or terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law. Applicant also understands orders are subject to credit and ship holds at any time.
2. All purchases by Applicant of goods and/or services from Seller will be made in accordance with the terms and conditions of the Application and any invoices and/or other documents evidencing the Applicant's obligations to Seller, all of which are incorporated herein by this reference. Applicant agrees and understands that Seller, at its sole discretion, may change the terms and conditions.
3. Payment of the purchase price for goods and/or service acquired from the Seller shall be made pursuant to the terms set forth on each Invoice, and Applicant agrees to pay all charges according to the payment terms established on said Invoice. The entire outstanding balance due to Seller on all Invoices shall become due in full immediately upon default in the payment of any Invoice.
4. Applicant agrees to pay all costs of collection including attorney's fee and expenses, should a default in payment or any other obligation of Applicant occur. Seller has the option to arbitrate in Seller's state.

Applicant agrees to pay a finance charge to the full allowable rate in the state where applicant's business is located.

- 5. This Application and all transactions between the Applicant and Seller shall be governed by and interpreted in accordance with the laws and decisions of the State of Illinois and applies to all Seller's affiliates.**

ADDITIONAL TERMS AND CONDITIONS

1) DELIVERY: Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including but not limited to, liability for Seller's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatsoever. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

2) SHIPMENTS: All products shipped by Seller are shipped F.O.B., point of delivery, with risk of loss transferring to the Buyer upon tender of goods to Buyer, Buyer's Representative or Buyer's common carrier. All products shipped by Buyer are shipped F.O.B. point of shipments, with risk of loss transferring to Buyer upon transfer of all the goods to the common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier where Buyer arranged for shipment and by Buyer to Seller where Seller arranged for shipment.

3) INSPECTION AND ACCEPTANCE: Within ten (10) days of delivery, Buyer shall inspect the products for defects, nonconformance and/or rejection, whether due to damage, shortages, errors in shipping or otherwise, and either reject in writing or accept all or a portion of the products. After such ten (10) day period, Buyers shall be deemed to have irrevocably accepted and products not previously rejected or accepted by Seller. After acceptance, Buyer shall have no right to reject the products for any reason whatsoever or to revoke acceptance. Buyer hereby agrees that such ten (10) day period is a reasonable amount of time for such inspection, acceptance or rejection. Buyer shall have no right to order any change or modification to any product or service previously ordered by Buyer or its representatives, or cancel any order without Seller's prior written consent and payment to Seller all charges, expenses, commissions and reasonable profits owed to or incurred by Seller. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the replacement of the merchandise subject to the Seller's inspection and warranty. If Seller in its sole discretion permits buyer to return conforming products, the Buyer shall pay a restocking fee equal to 20% of the purchase price plus the cost of shipping.

4) PAYMENT AND SECURITY INTEREST: Buyer agrees to pay for the products according to the Seller's payment terms. In the event Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and allowed by law, which ever is less. Buyer does hereby grant Seller a purchase money security interest at the rate of 18% per annum or the maximum rate allowed by law, which ever is less. Buyer does hereby grant Seller a purchase money security interest in the products until such time as Seller is fully paid. Buyer will assist Seller in taking the necessary action to perfect and protect Seller's security interest. No products furnished by the Seller shall become a fixture by reason of being attached to real estate.

5) DEFAULT OF BUYER AND REMEDIES: The following shall constitute defaults by Buyer: (a) the failure of Buyer to perform any term or condition contained herein; (b) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the materials covered by this order or the filing of any petition to adjudicate Buyer bankrupt; (c) failure to pay any amount due to an owing to Seller as and when due; (d) a failure by Buyer to provide adequate assurance of performance within (10) days after a justified demand by Seller; (e) if Seller believes that Buyer's prospect of performance under this Agreement is impaired. Upon default by Buyer, Seller shall have the right to immediately accelerate and all unpaid of purchase

price under this Purchase Order or in connection with Buyers account with Seller. Seller in its discretion shall also have the right to cancel any unexecuted portion of this Purchase Order, while retaining the right to receive its profit on the entire Purchase Order. Buyer shall reimburse Seller, all attorneys' fees, costs and expenses incurred by Seller in connection therewith. All rights and remedies of Seller herein are in addition to any other right or remedies available to Seller in law or equity.

6) **TAXES:** The amount of any sales, excise or other taxes, if any, applicable to the products shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the local taxing authorities. Any taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand.

7) **LIMITED WARRANTY: SELLER IS PROVIDING ONLY THE WARRANTY PROVIDED BY THE PRODUCTS' MANUFACTURER(S). SUCH WARRANTY PASSES WITH TITLE OF GOODS TO BUYER.**

8) **INDEMNIFICATION:** Seller shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of improper installation or misapplication of the products. Buyer shall defend, indemnify and hold harmless Seller and its agents and employees from and against any loss, damage, claim, liability, judgment or expense (including, without limitation, Buyers employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the products by Buyer or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent and/or contributory negligence of Buyer, Seller, or any of their agents, employees or suppliers. The obligations, indemnities and covenants in this paragraph shall survive the consummation or termination of this transaction.

9) **CONTROLLING PROVISIONS:** No terms and conditions other than the terms and conditions contained herein shall be binding upon Seller unless accepted by it in a writing signed by the Seller'. All terms and conditions contained in any prior oral written communication, including, without limitation, Buyer's Purchase Order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document, and have assented to all terms and conditions contained herein if any part of the goods and/or services described herein are shipped or an invoice is presented in connection with the said goods and buyer accepts the Product. This transaction shall be governed in all respects to this the laws of the State of Florida (excluding choice of provisions). All actions, regardless of form, arising out of or related to this transaction or the products sold hereunder must be brought against Seller, within the applicable statutory period, but in no event more than ONE (1) year from actual or constructive notice of the claim. Seller and Buyer agree that the Seventeenth Judicial Circuit in or for Broward County, Florida shall have exclusive jurisdiction of all disputes.

10) **SEVERABILITY:** These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision shall be fully severable and the terms and conditions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from. Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with this transaction. This document contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Seller's Supervisor. All transactions shall be governed solely by the terms and conditions contained herein.