

**LIGHTING****ELECTRICAL**

CORPORATE OFFICE

P.O. Box 7267

Huntsville, AL 35807

(256) 533-2851 Fax (256) 533-6316

**CONFIDENTIAL CREDIT APPLICATION**

Please return completed application to: ar@inlineelectric.com

**INLINE ELECTRIC SUPPLY CO., INC. and/or INLINE ELECTRIC OF MONTGOMERY, LLC**

Applicant/Buyer-Company Name: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Date Company Established: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

A/P Contact: \_\_\_\_\_ Invoice Via: Fax ☐ Email ☐Sales Tax Status: ☐ Taxable ☐ Exempt A/P Email: \_\_\_\_\_

(Please attach valid tax exemption certificate)

Organization Type: ☐ Individual ☐ Partnership ☐ Corporation ☐ Other**OWNERS, PARTNERS, OR OFFICERS**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Social Security #: \_\_\_\_\_

**BANK REFERENCE**

Bank Name: \_\_\_\_\_ Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_ Account No's: \_\_\_\_\_

**TRADE REFERENCES**

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

Phone No / Fax No: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Phone No / Fax No: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Phone No / Fax No: \_\_\_\_\_ Contact: \_\_\_\_\_

**CREDIT PURCHASE AGREEMENT**

Applicant authorizes Inline Electric Supply Co., Inc. and/or Inline Electric of Montgomery, LLC to obtain necessary credit information at any time from any source. Applicant warrants that all information appearing on this form is true and correct and agrees to notify Inline Electric Supply Co., Inc. and/or Inline Electric of Montgomery, LLC, in writing, within thirty (30) days of any change in style of business operation, financial condition, or controlling ownership. Payment for all materials purchased during the month becomes due on the 10th of the following month. An invoice is considered past due if not paid by the 15th of the month following purchase. Past due balances are subject to service charges at a rate of 1-1/2% per month. Applicant agrees to pay all costs and expenses of collection including reasonable attorney's fees if account is not paid in full as agreed. Applicant hereby agrees to be bound by the TERMS AND CONDITIONS OF SALE printed on page 2 of this Credit Application.

COMPANY NAME/NAME OF BUSINESS: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

**INDIVIDUAL GUARANTY OF INDEBTEDNESS**

(REQUIRED OF ALL APPLICANTS)

The undersigned Guarantor(s) in order to induce Inline Electric Supply Co., Inc. and/or Inline Electric of Montgomery, LLC to extend credit to Applicant herein, does hereby unconditionally personally guarantee all sums which may be owed by Applicant to Inline Electric Supply Co., Inc. and/or Inline Electric of Montgomery, LLC, whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing, and shall continue to apply to all indebtedness which the Applicant may incur. Inline Electric Supply Co., Inc. and/or Inline Electric of Montgomery, LLC may modify the indebtedness, accept or release collateral, or release the applicant, without releasing the other Guarantor(s), and such release may be done without notice to the other Guarantor(s). The undersigned Guarantor(s) waives notice of execution of the Guaranty. Performance of this Guaranty shall be in Madison County, AL, and the undersigned Guarantor(s) promises to pay the indebtedness and obligation incurred hereunder in Madison County, AL. If it becomes necessary to enforce guarantee by suit, Guarantor(s) agree(s) to pay Inline Electric Supply Co., Inc. and/or Inline Electric of Montgomery, LLC interest and attorney's fees as allowed by law. In the event of suit, Guarantor(s) agree(s) to venue and jurisdiction in the District Circuit Court of Madison County, AL at the sole option of Inline Electric Supply Co., Inc. and/or Inline Electric of Montgomery, LLC.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(Spouse must sign even if not active in business)

**TERMS AND CONDITIONS OF SALE**

**1. GENERAL AGREEMENT.** All sales are expressly conditioned on the terms and conditions set forth on this form and any quotation, acknowledgement and/or invoice and on approval of Buyer's credit worthiness. No additional or different terms shall apply unless expressly agreed to, in writing, by an office of INLINE ELECTRIC SUPPLY COMPANY, INC. and/or INLINE ELECTRIC OF MONTGOMERY LLC (referred to herein as "INLINE" or "Seller") Notice is hereby given that INLINE does object to any different or additional terms and conditions. Buyer's receipt of goods constitutes his agreement to INLINE's terms and conditions of sale.

**2. WARRANTIES.** As the goods sold hereunder are not manufactured by INLINE, we make no warranty, express or implied, as to such goods. Any warranty extended to the Buyer is that of the Manufacturer of the goods. INLINE will, however, make available to Buyer all transferable warranties made to it by the Manufacturer and will use all reasonable efforts to obtain from the Manufacturer, in accordance with such Manufacturer's customary practices, the repair or replacement of such goods as may prove defective in workmanship or material. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

**3. DELIVERY.** INLINE shall not be liable for failure to perform or delay in performance due to any cause beyond it's reasonable control, or fire, flood, strike, or other labor difficulty, act of God, act of governmental authority, or of the Buyer, transportation difficulties, delays in usual sources of supply, and major changes in economic conditions. As delivery dates are only estimates given to us by our suppliers in no case shall INLINE be liable for any consequential or special damages arising from any delay in delivery. All shipments are made F.O.B. point of shipment, with freight charges to be included or passed on, based upon our quotation, and each shipment shall be considered a separate and independent transaction. Responsibility for filing claims for shortages, damages and other loss rests with the Buyer. INLINE will assist in any way we can to facilitate the payment of any legitimate claims but we cannot accept any responsibility beyond this assistance.

**4. TAXES.** The prices shown on our quotations do not include any sales, use or any other taxes. Any such taxes or charges now or hereafter imposed with respect to sales or shipments hereunder will be added and Buyer agrees to reimburse INLINE for any such taxes or charges.

**5. PAYMENT TERMS.** All invoices are due the 10th PROX of the month following date shipped. An invoice is past due on the 15th PROX of the month following shipment. All past due balances are subject to service charges that accrue at a monthly periodic rate of 1.5% or the maximum permitted by law. Should it be necessary for INLINE to institute formal proceedings to collect any past due amounts from Buyer, INLINE shall be entitled to recover its attorney's fees or any other costs associated with the proceedings. INLINE'S acceptance of orders shall be subject to approval of our Credit Department. If, in the sole judgement of INLINE, the financial condition of Buyer at any time prior to delivery does not justify the terms of payment specified, we reserve the right to require full or partial payment in advance or cancel any order then outstanding and receive reimbursement for INLINE'S reasonable and proper cancellation charges. Title to and right to possession of (but not risk of loss to) any material sold hereunder remains in Seller and remains personal property until all payments therefor are made in full Buyer, and the Buyer agrees to do all acts necessary to protect such right and title. In the event of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought against Buyer under any bankruptcy or insolvency laws, INLINE shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and INLINE shall receive reimbursement for its reasonable and proper cancellation charges. The rights of INLINE under this paragraph are cumulative and in addition to all rights available to the Seller at law or in equity.

**6. RETURNS.** Normally stocked items which are defective may be returned without prior authorization for credit or replacement. All other items must have prior authorization from INLINE. Any handling or restocking charges imposed by the Manufacturer for non-stock items or excess quantities of stock items will be deducted from any credit amounts to be issued. All returns must be accompanied by the original invoice number.

**7. LIABILITY.** INLINE and it's suppliers of any tier shall not be liable in contract, in tort (including negligence or strict liability) or otherwise for damage or loss of other property, or equipment, loss of profits or revenue, loss of use equipment, cost of capital, or temporary equipment (including additions/expenses incurred in using existing facilities), claims of customers of the Buyer, or for any special, indirect, incidental, or consequential damages whatsoever. The remedies of the Buyer set forth herein are exclusive, and the total cumulative liability of INLINE with respect to this contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale or use of any goods covered by or furnished under this contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the goods or part on which such liability is based.

**8. EXTRA EXPENSE.** No labor expense or other charge will be accepted by INLINE as a result of the use or modification of any of the goods sold hereunder, unless approved, in writing, by an officer of INLINE prior to the incurring of such expense.

**9. CANCELLATION.** This order may be canceled by the Buyer only if agreed to by INLINE and upon payment of reasonable and proper charges based upon expenses already incurred and commitments made by Seller.