

Date:	Credit Limit Requested:	Fed. Tax ID or SS#	
Company Name:		Tel. No.	Fax No.
Company/Corporate Address:		City:	State: Zip Code:
Billing Address: (if different)		City:	State: Zip Code:
Parent Company Name/ Address:		City:	State: Zip Code:
Business Structure: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Government <input type="checkbox"/> Sole Proprietor		Years in Business:	No. of employees at facility: <i>(If contractor, No. of electricians)</i>
Markets Served (contractors only) Industrial _____% Commercial _____% Residential _____%		Annual Sales:	NAICS:
<b>OFFICERS OR PRINCIPALS OF THE COMPANY</b>		<b>Company Web Address:</b>	
Name: _____ Title: _____		A/P Email for Invoices: _____  <i>Unless otherwise requested, all invoices and statements will be sent via email</i>	
Name: _____ Title: _____			
A/P Contact and email: _____			

P.O. No. Required?  Yes  No

Sales Tax Status: Exempt  Resale  Taxable

**To ensure timely set up, fill in completely**

**If tax exempt or resale, please include a copy of your certificate.**

TRADE REFERENCES - Include Account Number	TEL NO. & EMAIL	ACCOUNTING CONTACT NAME
Name: Address:	Tel: Email:	
Name: Address:	Tel: Email:	
Name: Address:	Tel: Email:	

**BANK REFERENCES**

Bank Name	Contact	Checking Account Number
Bank Address	City/State	Phone Fax

*If approved for credit, the credit application will become a contract between the applicant and GORDON ELECTRIC SUPPLY, with regard to establishing an open account*

**Terms of Contract**

- All open accounts are to be paid in full by the last day of each month following the purchase date of any item. Terms are Net30
- If the applicant's account has not been paid within (30) days of statement date, the applicant's account will be delinquent.
- If the applicant's account is delinquent, finance charges computed using a "periodic interest rate" of 1 1/2% per month (18% per year) will be applied to applicant's balance due. The applicant agrees to pay any and all costs of collection including attorney fees, cost of court, ect.
- If the credit limit is designated with "HF", a handling fee will be applied to any charged sale of \$50.00 or less. For these small orders, the customer may elect to pay by credit card or cash to avoid the service fee.
- The individual(s) signing this Credit Application and Open Account Contract acknowledges that he/she will be individually liable for all balances due regardless of established credit limit, and that he/she has full authority to act as agent for the applicant.**
- The applicant authorizes Gordon Electric Supply to obtain credit reports on the undersigned from time to time as may be needed.
- Gordon reserves the right to increase or decrease a customer's credit limit at anytime without their consent
- The application acknowledges & accepts the additional attached terms of sale, designated as Additional Terms and Conditions of Sale.

*Officer(s), Principals(s) or Authorized Representative(s)*

Credit application must be signed for Gordon Electric Supply to process.

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by GES: \_\_\_\_\_ Date: \_\_\_\_\_

# GORDON ELECTRIC SUPPLY, INC

## ADDITIONAL TERMS AND CONDITIONS OF SALE

All sales to Buyer are expressly governed by the terms and conditions set forth hereinafter as well as by any included on invoices or quotations. Buyer's order or statement of intent to purchase goods, or any direction by buyer to proceed with procurement or shipment of goods, or any acceptance of payment by seller for such goods constitutes buyer's specific and express agreement to the following terms and condition as governing this sale. Gordon Electric Supply, Inc (Seller) will not, under any circumstance, agree or be bound by any provisions, conditions, or agreements which are inconsistent with, contrary to, additional to or in lieu of or which modify in any manner the following terms and conditions unless an authorized OFFICER of Seller, in writing, agrees to such provision, conditions, or agreements. The validity, performance, construction and effect of these terms and conditions shall be governed by Illinois law and any action based on a sale by Seller to Buyer shall be brought to court located in Kankakee County, Illinois. Buyer hereby waives venue in agreeing and consenting to venue in Kankakee County, Illinois, and specifically and expressly agrees to jurisdiction of said Court.

**WARRANTIES:** Seller, being solely a dealer-distributor and not a manufacturer, gives no warranty whatsoever and expressly **DISCLAIMS ANY WARRANTY BY IT, EXPRESS OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE** and the only warranty on an item purchased from Seller is the express warranty, if any, given by the manufacturer of the item. Buyer hereby agrees it as no right or remedy against Seller including, but not limited to claims for **INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS** arising out of or related in any way to any item purchased from seller. Any liability of Seller to Buyer shall be limited and shall not exceed the price of the item on which such liability is based. All items sold by Seller to Buyer are sold **WITH ALL FAULTS** and Seller's sole obligation to Buyer is to use due diligence in an effort to cause the manufacturer of an item which is defective to repair or replace such item.

**ADVICE:** Any statement or advice (including but not limited to advice regarding the quantity of goods necessary for a particular job, or the suitability of a particular product for a particular use) is provided solely as a courtesy to Buyer and is not guaranteed. No such statement or advice shall subject Seller to any liability whether based on contract, warranty, tort (including negligence) or other grounds.

**DIRECT SHIPMENTS:** All sales shipped direct from Seller's vendor to Buyer are made f.o.b. point of shipment, and each shipment or delivery shall be considered a separate transaction. Buyer has risk of loss after delivery at f.o.b. point. Claims of breakage, damage or loss in transit must be made to the transportation company by the consignee.

**CLAIMS:** Within five (5) days after tender of, delivery to or receipt of any shipment and before any part of the material has been changed from its original condition, Buyer shall inform Seller in writing if any material is found defective or short in any respect. Failure to inform Seller or use of the material shall be conclusive that the Seller has satisfactorily performed. Any claims for labor compensation from Seller or Seller's vendor must be pre-approved prior to performance.

**DELIVERIES:** Shipping date given in advance of actual shipment are estimated based on information received from our suppliers and shall not be deemed to represent fixed or guaranteed shipping dates. Delivery dates are not guaranteed and Seller shall not be liable to Buyer or the ultimate user for any claims arising from delay in shipment or delivery. If shortages should occur in Seller's supply of specific items, Seller may allocate its deliveries.

**SALES TAX:** The Buyer certifies that any non-taxable information provided on the credit application is true & correct.

**QUOTATIONS:** All quotations are subject to change without notice, unless otherwise stated in writing, in a Quotation. Orders, whether or not placed on the basis of any quotation, are subject to Seller's acceptance.

**ATTORNEYS' FEES:** In the event it is necessary for Seller to employ an attorney or attorneys or incurs other expense it may deem necessary to enforce or protect its rights hereunder or to collect damages for breach of the terms and conditions set forth herein, Buyer hereby agrees to pay to Seller those attorney's fees and expenses so incurred by Seller.