

CREDIT APPLICATION

Electric Motor Sales & Supply Co., Inc.

Acct. No. _____

Fax To: 423-493-8970 or **Mail To:** Credit Manager, 1724 Central Avenue, Chattanooga, TN 37408 **Phone:** 423-493-8905

Please complete all questions or supply a credit information sheet that contains the requested information.

Applicant's Name (Full Legal Name)	Doing Business as
Street	Phone _____ Fax _____ DUNS NO. _____
City/State/Zip Code	Accounts Payable Contact _____ Phone _____ Email _____
Parent Company (If Applicable)	Does your company require purchase orders? Y N (Circle One)
Ship To:	Bill To:
Estimated High Credit	Purchasing Contact _____ Phone _____ Email _____

Please Check One <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____	Type of Business _____
State of Incorporation _____ Date Formed _____	Sales Tax Status <input type="checkbox"/> Taxable Tax Exemption No. _____ Please Attach Certificate

FULL NAME OF EACH OWNER/OFFICER

Name	Name	Name
Title	Title	Title
Social Security No.	Social Security No.	Social Security No.

BANKING INFORMATION

Bank Name	Bank Officer's Name	Phone _____ Fax _____ Acct. No. _____
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PRESENT SUPPLIER NAMES, COMPLETE ADDRESSES, PHONE AND FAX NUMBERS

Name	Name	Name
Address	Address	Address
City/State/Zip Code	City/State/Zip Code	City/State/Zip Code
Phone _____ Fax _____	Phone _____ Fax _____	Phone _____ Fax _____

This application is submitted to obtain credit, and I (we) certify that all information is true and complete. I (we) hereby authorize the company indicated above to conduct further investigations on the applicant and on me (us) individually (if applicant is an individual or partnership) and to obtain additional information concerning my (our) credit reputation from all available sources from time to time. I (we) further agree to the terms and conditions set forth on the page 2 of this application. Please remember to sign and return page 2.

Must be signed by Officer(s) or Owner(s)		
Authorized Signature _____	Please Print Name and Title _____	Date _____
Authorized Signature _____	Please Print Name and Title _____	Date _____

ELECTRIC MOTOR SALES & SUPPLY CO., INC. (EMS)

CREDIT APPLICATION (page 2)

Terms & Conditions of Sale

1. All prices are F.O.B. shipping point unless otherwise specified. Quoted prices are subject to any Federal, State and Local taxes.
2. Claims for shortages, losses, and apparent or concealed damages sustained in transit shall be made by Applicant directly with carrier.
3. Shipping dates are approximate and are dependant upon prompt receipt of all necessary information by EMS. EMS 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 any other causes beyond its reasonable control and EMS shall not be liable for any incidental or consequential damages arising from late delivery.
4. All equipment and supplies shall be installed at the expense of Applicant and Applicant accepts responsibility for all loss of equipment during its installation from any cause whatsoever.
5. The parties hereto acknowledge that the Applicant will pay the entire purchase price according to EMS's terms (Net 30 Days). In the event Applicant defaults, EMS may charge and collect a late fee equal to 1-1/2% per month of the unpaid balance. EMS shall also be entitled to all costs of collection including court costs and attorney's fees in the event of default by the Applicant.
6. No terms or conditions or purchase orders and/or contracts different from the terms of EMS will become a part of any sales agreement or purchase order or other document(s) unless specifically approved in a separate writing by EMS.
7. The Applicant agrees to provide EMS upon request a statement that Applicant is and remains solvent.
8. EMS makes NO WARRANTIES OF THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE or other warranties of quality, WHETHER EXPRESS OR IMPLIED. Any warranty extended to the Applicant is that of the Manufacturer and NOT of EMS.
9. Warranty period and other condition of sales shall be that as published in Manufacturer's standard conditions of sale at the time of shipment.
10. EMS 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 Applicant for service interruptions. Any remedy of Applicant shall be with respect to any warranty extended by the Manufacturer. The remedy of Applicant set forth herein is exclusive, and the liability of EMS with respect to any contract, or anything done in connection therewith such as 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 liability is based.
11. It is expressly understood that the title to the property shall not pass to the Applicant but shall remain vested in and be the property of EMS, or its assigns, until the payment of the purchase price and late charge, and the performance of all conditions and stipulations of the sale 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 EMS. 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.
12. For the purpose of enforcing EMS's rights, the Applicant authorizes EMS to enter the premises, with or without notice, and remove the property, and hereby waives any action, or rights of action arising out such entry and repossession.
13. The Applicant hereby waives any and all privileges and rights that he may have under any State Statutes, relating to venue.
14. EMS and Applicant agree that the location of the EMS branch receiving any purchase order shall be a proper place for venue.
15. If your application for 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 EMS's Credit Manager in writing within 60 days from the date you are notified of our decision. We will send you a written statement of reason within 30 days of receiving your request.
16. 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 (providing 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 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.
17. EMS and Applicant agree that EMS may assign all its rights, title, and interest in the account created hereby including without limitation, its collection remedies; and, Applicant shall attorn such assignment.
18. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE ALTERED EXCEPT IN WRITING SIGNED BY AN OFFICER OF EMS AND THE APPLICANT AND SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE IN WHICH EMS'S BRANCH TAKING THE ORDER IS LOCATED.
19. Once an order is entered it may be cancelled by the Applicant only if agreed to by EMS and upon payment of reasonable charges based on expenses already incurred and commitments made by EMS.
20. **Returned Goods Policy**
 - I. Merchandise should be returned within 60 days of invoice date.
 - II. Items returned should be of reasonable quantity.
 - III. Material should be in re-saleable condition as determined by an EMS representative.

Material returned after 60 days may be assessed a restocking charge. Material returned 120 days or more after invoice date may be refused by EMS.

Non-stock items: Returns are subject to return goods policies and procedures of EMS's Suppliers; provided, however, any return necessitated by defective merchandise shall be given credit by EMS.

Return good will be accepted by EMS trucks only if the return has been previously authorized by the issuance of a Return Goods Authorization.

Applicant's Name

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

Authorized Signature

Please Print Name and Title

Date

Authorized Signature

Please Print Name and Title

Date