



CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

| | | | |
|--------------------------|--------------|--------------|--------|
| Company name: | | | |
| Phone: | Fax: | E-mail: | |
| Address: | | | |
| City: | State: | ZIP Code: | |
| Date business commenced: | | | |
| Sole proprietorship: | Partnership: | Corporation: | Other: |

BUSINESS AND CREDIT INFORMATION

| | | |
|------------------------------|----------------|------------|
| How long at current address? | | |
| Type of Business: | License#: | Issued by: |
| Bank name: | | |
| Bank address: | Phone: | |
| City: | State: | ZIP Code: |
| Type of account | Account number | |
| Savings | | |
| Checking | | |
| Other | | |

BUSINESS/TRADE REFERENCES

| | | |
|------------------|--------|-----------|
| Company name: | | |
| Address: | | |
| City: | State: | ZIP Code: |
| Phone: | Fax: | E-mail: |
| Type of account: | | |
| Company name: | | |
| Address: | | |
| City: | State: | ZIP Code: |
| Phone: | Fax: | E-mail: |
| Type of account: | | |
| Company name: | | |
| Address: | | |
| City: | State: | ZIP Code: |
| Phone: | Fax: | E-mail: |
| Type of account: | | |

Terms and Conditions

- PARTIES.** Elite Contractor Supply, LLC will be referred to as "Seller" and the owner/officer, person, business entity or company purchasing will be referred to as "Buyer".
- PAYMENT TERMS.** Buyer understands and agrees to pay all charges by the **10th of the month following the date printed on the invoice.** If payment is not made by the 10th, Buyer understands that a one and one-half percent (1½ %) Finance Charge per month (Annual Percentage Rate of 18%) at the end of each month for past due balances, and agrees to pay said charges.
- LIMITATIONS OF LIABILITY.** The following statement is made in lieu of all warranties, expressed or implied: Seller's only obligation shall be to replace such quantity of the product proved to be defective. Seller shall not be liable for any injury, loss or damage, direct or consequential arising out of the use of, or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and used assumes all risk and liability whatsoever in connection therewith. The foregoing may not be changed except by an agreement signed by an officer of seller.
- RETURN POLICY.** All claims, including but not limited to shortages and/or all requests to return "in stock" merchandise for credit or exchange must be accompanied by invoice and reported to Seller in writing within thirty (30) days of delivery date. The "in stock" merchandise must be in original packing and resalable condition.
- COLLECTION FEE; ACTIONS; ATTORNEY'S FEES; VENUE.** If the account is referred to a collection agency, the buyer agrees to pay all cost of collection, and the collection fee may be added to the principal upon placement with a collection agency. In any lawsuit between Seller and Buyer shall be in Broward County, Florida.
- LOSS TO BUYERS PROPERTY.** Seller shall not be liable for and shall have no duty to provide insurance against any damage or loss to any goods or materials of Buyer which are used by seller in connection with any order.
- CONTINGENCIES.** Seller shall not be liable for any default or delay in performance if caused directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material or equipment used in the manufacture of the products covered hereby; failure of any party to perform any contract with Seller relative to the production of the products covered hereby; or from any cause whatsoever beyond Seller's control, whether or not such a cause be similar or dissimilar to those enumerated.
- BUYER'S OBLIGATIONS; RIGHTS OF SELLER.** If Seller shall at any time doubt Buyer's financial responsibility, Seller may decline to make shipments hereunder except upon receipt of cash payment in advance or security of other proof of responsibility satisfactory to Seller. If Buyer fails in any way to fulfill the terms and conditions herein, Seller may defer further shipments until such default is corrected. Remedies provided to seller herein shall be in addition to, and not in lieu of, other remedies provided by Florida law.
- CANCELLATIONS.** After acceptance of order by Seller, order shall not be subject to cancellation except with Seller's written consent and upon terms that will indemnify Seller against all direct, incidental and consequential loss or damages.
- LIMITATION ON ASSIGNMENT.** The buyer may not assign any of its rights or obligations hereunder without the prior written consent of the Seller.
- ENTIRE AGREEMENT.** This document contains the entire agreement between Seller and Buyer and constitutes the final, complete and exclusive expression of the terms of the agreement, all prior or contemporaneous written or oral agreements or negotiations with respect to such terms as are included herein or are the subject matter hereof being merged herein. By way of illustration and not limitation, Buyer's order shall be deemed to incorporate, without exception, all terms and conditions herein notwithstanding any order form of buyer containing additional or contrary terms and conditions, unless Buyer shall have expressly advised Seller to the contrary in a writing apart from the printed provisions of such order form, and no acknowledgment by Seller of, or reference by Seller to, or performance by Seller under an order of Buyer shall be deemed to be acceptance by seller of any such additional or contrary terms and conditions. In the event of a written request by Buyer for additional or contrary terms and conditions, such modifications may only be made by a written instrument signed by one of the Seller's corporate officers.
- SEVERABILITY.** In the event that any word, phrase, clause, sentence or other provision hereof shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provisions hereof.
- GOVERNING LAW.** This document and the sale of any goods hereunder shall be governed by and construed in accordance with the laws of the State of Florida. Whenever there is a conflict of laws, the laws of the State of Florida shall prevail.
- RELIANCE ON CREDIT INFORMATION.** The information contained is for the purpose of obtaining credit and is warranted by Buyer to be true. False or misleading information provided by Buyer will cause revocation of any extension of credit by Seller to Buyer.
- AUTHORIZATION TO OBTAIN CREDIT INFORMATION.** Buyer hereby authorizes Seller or any credit bureau employed by seller to investigate the references listed herein or statements or other data obtained from Buyer or from any person pertaining to Buyer's credit and to supply further information if requested.

Business Name _____ Date _____

Authorized Signature

Printed Name

Title

I certify that all the information on this form is correct. I fully understand your credit terms and agree to adhere to these terms. I understand that any discrepancies in the merchandise received is to be reported within 30 days of receipt of merchandise. I hereby agree to be personally responsible for any debts incurred pursuant to this application.

Authorized Signature

Printed Name