

# Billows ELECTRIC SUPPLY



## APPLICATION FOR CREDIT AND CREDIT AGREEMENT

DATE \_\_\_\_\_  
SALESMAN \_\_\_\_\_

9100 STATE ROAD  
PHILADELPHIA, PA 19136

215-332-9700 FAX 215-708-4750 (Credit Dept.) [www.Billows.com](http://www.Billows.com)

WILL YOU PURCHASE AT (CHECK BLOCK)

- |   |  |
|---|--|
| <input type="checkbox"/> PHILADELPHIA, PA | <input type="checkbox"/> ATLANTIC CITY, NJ     |
| <input type="checkbox"/> WILDWOOD, NJ     | <input type="checkbox"/> TRENTON, NJ           |
| <input type="checkbox"/> HADDON HTS., NJ  | <input type="checkbox"/> Downingtown, PA       |
| <input type="checkbox"/> TURNERSVILLE, NJ | <input type="checkbox"/> EGG HARBOR TWP., NJ   |
| <input type="checkbox"/> BURLINGTON, NJ   | <input type="checkbox"/> FLEMINGTON, NJ        |
| <input type="checkbox"/> TECH SALES       | <input type="checkbox"/> Huntingdon Valley, PA |
| <input type="checkbox"/> Wilmington, DE   | <input type="checkbox"/> Center City Phila, PA |
| <input type="checkbox"/> West Berlin, NJ  |  |

\_\_\_\_ YEARS IN BUSINESS \_\_\_\_ NO. OF EMPLOYEES

PHONE: \_\_\_\_\_ Fax: \_\_\_\_\_

NAME OF FIRM OR INDIVIDUAL	SHIP TO
BILLING ADDRESS (If Box #, must include physical address)	SHIPPING ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP

E-MAIL ADDRESS \_\_\_\_\_ WEBSITE \_\_\_\_\_

Customer hereby applies for Credit and should Credit be granted agrees to be bound by the following terms and conditions for any and all credit, liabilities, whether liquidated or unliquidated as to amounts, direct or indirect, now existing or hereafter contracted, due or to become due:

BILLOWS ELECTRIC SUPPLY COMPANY, 9100 State Road, Phila., Pa. 19136 Phone 215-332-9700

Discount terms are listed on each invoice, if any, Net if paid within 30 days. If an account goes beyond 30 days past due, it will automatically be placed on C.O.D., until the account becomes current and customer agrees to pay Billows Electric Supply Company interest on the net balance due Billows Electric Supply Company at the closing() of business each day, at a rate equal to three (3) percent per annum over the highest of the prime commercial loan interest rates (the large company rate) in effect at the(c. close of business on such day, charged to their most preferred borrowers for a ninety (90) day unsecured loan by PNC, NA, Pittsburgh, Pa. The rate of interest so determined shall be rounded to the closest one-fourth (1/4) of one (1%) percent with no adjustments to be made in the rate for changes of less than one fourth (1/4) of one (1%) percent. In the event Billows Electric Supply Company is required to file suit to collect your account, you agree to pay Billows Electric Supply Company attorneys' fees in the amount of twenty percent (20%) of the outstanding indebtedness.

OWNERSHIP: CORPORATION  PARTNERSHIP

FEDERAL ID # \_\_\_\_\_

CHECK HERE  IF INCORPORATED WITHIN LAST 12 MONTHS

OWNERSHIP: INDIVIDUAL

SOCIAL SECURITY # \_\_\_\_\_

In the event of change in form of ownership by customer (e.g., Individual or Partnership to Corporation), customer agrees to provide written notice to Billows Electric Supply Company of such change in form of ownership by certified mail, return receipt requested- The new entity must then reapply for credit, which must be separately approved under terms and conditions acceptable to Billows Electric Supply Company. If this procedure is not followed, the individual or partners shall remain responsible for the account until credit is approved for the new entity.

IF LESS THAN 50 EMPLOYEES, MAJOR SHAREHOLDERS and PARTNERS MUST COMPLETE AND INCLUDE SOCIAL SECURITY NUMBERS:

- 1) Name \_\_\_\_\_ Address \_\_\_\_\_ TelNo \_\_\_\_\_ SSN \_\_\_\_\_
- 2) Name \_\_\_\_\_ Address \_\_\_\_\_ TelNo \_\_\_\_\_ SSN \_\_\_\_\_
- 3) Name \_\_\_\_\_ Address \_\_\_\_\_ TelNo \_\_\_\_\_ SSN \_\_\_\_\_

IF DIVISION OR SUBSIDIARY, indicate Name, Address of Parent Company: \_\_\_\_\_

DO YOU TRADE UNDER ANY OTHER NAME? NO  YES  SPECIFY \_\_\_\_\_

WILL YOU BE ISSUING PURCHASE ORDERS? NO  YES  P.O. NUMBERS? YES  NO

IS A MONTHLY STATEMENT REQUIRED? NO  YES

DO YOU ACCEPT BACK ORDERS? NO  YES  (If no, all Back Orders will be canceled.)

DO YOU REQUIRE PRICING ON PACKING SLIP? NO  YES

YOUR TYPE OF BUSINESS? (EXAMPLES: RESIDENTIAL/COMMERCIAL ELECTRICAL CONTRACTOR, MANUFACTURING, DISTRIBUTOR,

HOSPITAL, SCHOOL, OTHER - Please specify) \_\_\_\_\_

FINANCE  
BANK \_\_\_\_\_ ADDRESS \_\_\_\_\_ ACCT# \_\_\_\_\_ PHONE \_\_\_\_\_

In the event customer changes its banking relationship while customer's account with Billows Electric Supply Company remains open, customer agrees to immediately notify Billows Electric Supply Company and provide Billows Electric Supply Company with the name and address of customer's new bank and any and all other information concerning customer's new bank as is reasonably requested by Billows Electric Supply Company.

TRADE REFERENCES

1. NAME OF COMPANY \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_ ACCT. # \_\_\_\_\_
2. NAME OF COMPANY \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_ ACCT. # \_\_\_\_\_
3. NAME OF COMPANY \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_ ACCT. # \_\_\_\_\_

Sales Tax Exemption certificate attached: PA 1220  583  NJ ST13  OTHER  WILL MAIL

If contractor copy of driver's license: Driver's License No. \_\_\_\_\_ Copy Attached? YES  NO

Who is authorized to pick up merchandise? \_\_\_\_\_ } Any change of Authorization must be by

Who is authorized to purchase merchandise? \_\_\_\_\_ } written notice to Billows Electric Supply Co.

Name of Buyer/Purchasing Agent? \_\_\_\_\_

Name of Bookkeeper or Accounts Payable Contact? \_\_\_\_\_

*The undersigned individual who is either principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.*

WE CERTIFY THAT ALL THE INFORMATION ON THIS APPLICATION/AGREEMENT IS CORRECT; AND THAT WE FULLY UNDERSTAND AND ACCEPT THE CREDIT TERMS SET FORTH ON BOTH SIDES OF THIS APPLICATION/AGREEMENT AND AGREE TO PROPER PAYMENT.

"AUTHORIZATION TO RELEASE ACCOUNT INFORMATION"

THIS WILL ALSO SERVE AS AUTHORIZATION TO ANY THIRD PARTY TO RELEASE INFORMATION TO BILLOWS ELECTRIC SUPPLY COMPANY FOR THE PURPOSE OF DETERMINING CUSTOMER'S CREDIT STANDING AND FINANCIAL RESPONSIBILITY.

(SIGNED) \_\_\_\_\_ L.S. (PRINT) \_\_\_\_\_

(TITLE) \_\_\_\_\_ (DATED) \_\_\_\_\_

**ADDITIONAL TERMS AND CONDITIONS FOR EXTENSION OF CREDIT**

1. **DEFAULT.** The occurrence of any of the following shall, at the option of Billows Electric Supply Company and without notice or demand on customer, constitute an event of default hereunder: (a) failure of customer to make any payment hereunder punctually on its due date; (b) failure of customer to observe or perform any of customer's other obligations hereunder; (c) if any statement of customer contained in this Application for Credit and Credit Agreement shall be false; (d) death of customer or any guarantor hereof; and (e) if customer shall become insolvent, make an assignment for the benefit of creditors institute or have instituted against customer bankruptcy, insolvency, reorganization, arrangement, debt adjustment or liquidation proceedings.

2. **CONFESSION OF JUDGMENT. IF CUSTOMER FAILS TO MAKE ANY PAYMENT AS REQUIRED BY THIS AGREEMENT, OR IS OTHERWISE IN DEFAULT, CUSTOMER HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR CLERK, OR ANY ATTORNEY OF ANY COURT OF RECORD OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR FOR AND TO ENTER JUDGMENT AGAINST THE UNDERSIGNED FOR THE REMAINING SUMS DUE, WITH COSTS OF SUIT AND 20% ADDED FOR ATTORNEYS' FEES FOR COLLECTION, WITH OR WITHOUT DECLARATION, WITH RELEASE OF ERRORS, WITHOUT STAY OF EXECUTION, AND WAIVES THE RIGHT OF INQUISITION ON ANY REAL ESTATE LEVIED ON, VOLUNTARILY CONDEMNNS TO THE SAME AND .AUTHORIZES THE PROTHONOTARY OR CLERK TO ENTER UPON THE WRIT OF EXECUTION SAID VOLUNTARY CONDEMNATION AND AGREES THAT SAM REAL ESTATE MAY BE SOLD ON A WRIT OF EXECUTION, AND HEREBY WAIVES AND RELEASES ALL RELIEF FROM ANY AND ALL APPRAISEMENT, STAY OR EXEMPTION LAWS OF ANY STATE, NOW IN EFFECT, OR HEREAFTER ADOPTED. CUSTOMER DECLARES THAT THIS IS A COMMERCIAL TRANSACTION, AND THAT CUSTOMER KNOWINGLY AND INTELLIGENTLY WAIVES ANY OPPORTUNITY TO HAVE A HEARING AT WHICH THE BURDEN OF PROVING FAULT, EXECUTION OF OBLIGATION, AMOUNT DUE AND OTHER ELEMENTS NECESSARY TO EXECUTION WOULD BE ON THE CREDITOR. THIS CLAUSE APPLIES TO PURCHASES AT OR THROUGH LOCATIONS OF BILLOWS ELECTRIC SUPPLY COMPANY IN THE COMMONWEALTH OF PENNSYLVANIA.**

3. **INTERPRETATION.** This agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania for purchases made at or through locations of Billows Electric Supply Company in the Commonwealth of Pennsylvania. This agreement shall be interpreted in accordance with the laws of the State of New Jersey for all purchases made at or through locations of Billows Electric Supply in the State of New Jersey.

4. **ENFORCEMENT.** (a) In the event Billows Electric Supply Company elects to enforce this Agreement through litigation in the courts, customer consents to the exclusive jurisdiction of: (1) the Philadelphia Municipal Court; (2) the Court of Common Pleas of the Commonwealth of Pennsylvania in Philadelphia County, Pennsylvania; (3) the United States District Court for the Eastern District of Pennsylvania; (4) the New Jersey Superior Court in Camden County, New Jersey and (5) the United States District Court for the District of New Jersey, at the option of Billows Electric Supply Company in any and all legal action and proceedings between the parties. The parties waive trial by jury and waive any objection to jurisdiction and/or venue of any action instituted hereunder, and agree not to assert any defense based on lack of jurisdiction or venue.

(b) Billows Electric Supply Company shall have the right to select, at its sole option, any forum, including any alternative dispute resolution forum, to resolve any dispute, controversy or claim arising out of or relating to this credit agreement or breach thereof.

(c) Billows Electric Supply Company shall have the right to submit any controversy or claim arising out of or relating to this agreement, or any breach thereof, to mediation in Philadelphia, Pennsylvania, to be administered by the American Arbitration Association, under its Construction Industry Mediation Rules, then existing, or some other mediation forum. If the matter cannot be resolved through mediation, Billows Electric Supply Company shall have the right to select any other dispute resolution forum, including litigation.

(d) Billows Electric Supply Company shall have the right to submit any controversy or claim arising out of or relating to this agreement, or any breach thereof, to arbitration in Philadelphia, Pennsylvania, to be administered by the American Arbitration Association, under its Construction Industry Arbitration Rules, then existing, or some other arbitration forum. Judgment upon the arbitration award rendered may be entered in any court having jurisdiction thereof.

5. **REMEDIES CUMULATIVE.** Billows Electric Supply Company's rights and remedies are cumulative and not alternative. Waiver of any default shall not constitute waiver of any subsequent default.

6. **BINDING.** The terms, provisions and conditions of this Credit Application /Credit Agreement shall be binding upon any and all of customer's heirs, executors, administrators, personal representatives, successors or assigns. This Credit Application/Credit Agreement shall be binding and may not be terminated as long as there is any outstanding indebtedness or other liability of any kind whatsoever owed by customer to Billows Electric Supply Company.

7. **INVALID PROVISION.** If any provision of this Credit Application/ Credit Agreement is found by any court of competent jurisdiction to be prohibited or unenforceable, such provision shall be ineffective only to the extent of such invalidity or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent the same is valid and enforceable, nor shall it invalidate the other provisions hereof.

8. **APPLICATION NOT APPROVED.** Customer agrees that in the event this Credit Application/Credit Agreement is not approved by Billows Electric Supply Company and merchandise has been shipped by Billows Electric Supply Company to customer, customer shall be responsible to pay for any and all merchandise shipped to it by Billows Electric Supply Company under the terms and conditions set forth in this Credit Applications/Credit Agreement.

9. **MISCELLANEOUS.** This Credit Application /Credit Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof and there are no prior agreements, understandings, restrictions, warranties or representations between the parties other than as set forth herein. The parties further agree that there shall be no amendment, modification, termination or other waiver of this agreement unless in writing signed by both customer and an authorized representative of Billows Electric Supply Company.

**We certify that all the information on this application is correct; and that we fully understand and accept the credit terms of this agreement and agree to the proper payment for consideration of the extended credit terms.**

SIGNED \_\_\_\_\_ L.S.

**APPROVAL**

BILLOWS ELECTRIC SUPPLY COMPANY HEREBY APPROVES THE EXTENSION OF CREDIT TO THE ABOVE NAMED CUSTOMER THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_

**BILLOWS ELECTRIC SUPPLY COMPANY**

BY \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE