

# Wittock Supply

*DIVISION of STANDARD ELECTRIC COMPANY*

Branch: \_\_\_\_\_

## APPLICATION FOR BUSINESS CREDIT ACCOUNT

*Credit application consists of a three page Standard Electric form and a one page Michigan Sales and Tax Certificate of Exemption form. All sections of both forms must be completed in their entirety and returned to the Credit Department before consideration will be given to any request. This application is for the confidential use of the Credit Department.*

## BILLING INFORMATION

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

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

P.O. Box: \_\_\_\_\_ City: \_\_\_\_\_ County: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Web Site: \_\_\_\_\_

Email Address: \_\_\_\_\_

Preferred method to receive invoices and statements:  Email  Fax  Regular Mail

## SHIPPING INFORMATION (if different than billing)

1. Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

2. Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\*Please include list for additional locations.

## BUSINESS INFORMATION

Type of Business (Please Describe): \_\_\_\_\_

Business Started: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Business is:  Individual/Proprietorship  Partnership  LLC  Corporation  Division  Subsidiary

Name and address of parent company if a division or subsidiary: \_\_\_\_\_

Federal Tax ID number: \_\_\_\_\_ SIC Code: \_\_\_\_\_ DUNS Number: \_\_\_\_\_

Corporate Officers

Owners or Partners

Corporate Officers	Owners or Partners
President	
Vice Pres	
Sec-Treas-CFO	

Purchasing Agent/Buyer: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax: \_\_\_\_\_

**BANK REFERENCE**

Bank Name Address: \_\_\_\_\_  
 Account Number: \_\_\_\_\_ Loan Officer/Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**CREDIT REFERENCES**

Please list three credit references with whom you have open account credit, preferably material suppliers, including other electrical distributors. If new in business with no established credit references, please list four personal references other than family.

**IMPORTANT: Fax numbers are required for timely processing of this application.**

1. Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 2. Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 D. Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**ACCOUNT REQUIREMENTS**

Estimated monthly purchases:  \$1,000.00 or under  \$2,500.00  \$5,000.00  Over \$10,000.00

Do you require the following? Price extended on Delivery Receipts  Yes  No

Purchase Order Numbers  Yes  No Monthly Statement  Yes  No

**NOTE: A Michigan Sales and Use Tax Certificate form accompanies this application. Sales tax will be added to all orders until the completed exemption form is returned.**

**TERMS**

PAYMENT TERMS: CASH DISCOUNT AS STATED ON OUR INVOICE: 10<sup>TH</sup> PROX., OR NET 30 DAYS

A SERVICE CHARGE OR 1.5% PER MONTH OR 18% PER ANNUM WILL BE ADDED TO PAST DUE BALANCES.

No stock goods will be accepted for return without approval. An automatic 15% restocking charge will be applied to purchases over thirty days old. Returns on specially ordered merchandise will be subject to factory inspection and restocking charge plus transportation charges. All claims for shortages or damages must be made within 48 hours of delivery.

I hereby certify that the above statements are true and complete and are made for the purpose of obtaining credit.

I hereby authorize Standard Electric Company to contact the above references and bank.

Signature (required) \_\_\_\_\_ Title \_\_\_\_\_  
 Print Name \_\_\_\_\_ Date \_\_\_\_\_

OFFICE USE ONLY							Branch Use	
Date Received		D&B	Notes:				Br.Mgr:	
Acct		Div/whs	Trm 1	Tax	Type	OSM1	OSM2	Br#
OSM3	PT N	STMT 0	SVC	SVC% 1.5	D-Days 30	CR-LMT		Slsm:
CD	P-Col	D-G	P/O	Mgr	Misc	Contract>>		Remarks:
ISM2								form date 9/26/2007

# Wittock Supply

*DIVISION of STANDARD ELECTRIC COMPANY*

## TERMS AND CONDITIONS

(The following section must be READ, SIGNED, and RETURNED with the Credit Application)

- GENERAL TERMS:** This is a memorandum of the terms and conditions of sale. Modifications, changes, additions, cancellations or suspensions will not be binding unless accepted in writing. When your orders contain provisions inconsistent with the provisions of the invoice, ours shall prevail and any changes in quantities ordered are subject to price revision if necessary.
- TITLE AND RISK:** Unless otherwise specified in writing, the Seller retains title until payment is received by Seller. Irrespective of this provision, and of the provision concerning prices and transportation charges, risk of loss or damage shall pass to Buyer or to any common contract carrier, as the case may be, whichever first occurs. If we assist Buyer in processing claims against carriers, we shall not incur any liability therefore.
- DELAYS:** All estimates as to deliveries are based upon conditions prevailing at date of quotation and Seller will use his best efforts to meet the estimated delivery date. In the event there are delays in deliveries, the Seller shall not be liable therefore and the Buyer agrees to accept such deliveries when made by Seller. If the Seller is unable to deliver material on account of Buyer's orders or contracts for any of the following causes, inadequacy of labor, fuel, power, materials, facilities of supplies, strikes, lockouts, war, blockages or embargoes, acts or requirements of any State or beyond reasonable control of the Seller, whether of a similar or different nature than the foregoing, the Seller may cancel the Buyer's order or contract with respect to such material without liability to either party.
- CANCELLATION:** Orders shall not be canceled except upon mutual agreement. Seller will not in any event agree to cancellation when special stock has been manufactured to order, because of any price changes.
- CREDIT POLICY:** Payments of each invoice whether or not such invoice covers the entire order, shall be made in accordance with the terms of payment which are effective on the actual date of invoice; cash discount, when allowed does not apply to State or Federal taxes, transportation charges or containers. Past due accounts are subject to an Administrative Late Charge of 1.5% per month. In the event that legal action is required for collection of past due monies, Buyer shall pay all attorney's fees and court costs.
- ADEQUATE ASSURANCE OF PERFORMANCE:** If the Buyer fails to fulfill the terms of payment of any invoice or if the financial responsibility of the buyer shall become impaired or unsatisfactory to the Seller, or if necessitated by any acts of governmental authority, the Seller reserves the rights to change terms of payment and/or deter or discontinue further shipments without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of Buyer's credit standing are received by the Seller or until such acts or requirements of such governmental authority shall have been complied with. The Seller also reserves the right in the case of any of the foregoing events to cancel the contract, in which event the Buyer shall compensate the Seller for any commitments, obligations, expenditures, expenses and costs the Seller may have incurred in connection with the contract. Each shipment by the Seller shall be considered a separate transaction and if payment is not received therefore within the periods specified herein, the Seller may bring a separate suit to recover the contract price of each such shipment.
- BUYER'S INSPECTION DUTIES:** As soon as the goods are delivered to Buyer, Buyer shall inspect the goods, whether or not the inspection of the goods is difficult due to size of the goods or manner of packaging of the goods. Notice in writing shall be given with 48 hours of receipt of goods of any defects or omissions. Failure to give written notice specifying in detail the objections of the Buyer, within 48 hours after receipt shall constitute irrevocable acceptance of the goods. Goods subject to complaint must be kept intact and protected until Seller has had a reasonable opportunity to inspect the goods and arrange for repair or replacement of the goods.
- LIMITATION OF DAMAGES OR BUYER'S REMEDIES:** The goods sold are warranted to be free from defect in material and workmanship for a period set forth by the manufacturer. NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE MADE BY THE SELLER. SELLER HEREBY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, ONE OR MORE OF THE EXCLUSIONS MAY NOT APPLY TO CONSUMER PURCHASES LOCATED IN SUCH STATES. Buyer's exclusive remedy on account of the furnishing of material that does not conform to this contract shall be, at Seller's option, to secure replacement thereof or payment of the claim (which shall not exceed the purchase price of goods in respect of which such claim is made); in no event shall Seller be liable for special, indirect, or consequential damages.
- BUYER'S HOLD HARMLESS:** The Seller shall not be liable for infringement of any patents, domestic or foreign, arising out of use, installation or resale of material to be furnished under this proposal. If such material is manufactured or furnished by the Seller in accordance with the Buyer's instructions or specification, the Buyer will keep the Seller harmless from liability or expense of any nature or kind whatsoever based on or arising out of any claim for infringement of any patent, domestic or foreign.
- TAXES:** Quoted prices do not include tax. If we are required to pay or collect any tax, excise, duty or levy now or thereafter exacted or imposed by any governmental authority on the manufacture, sale, delivery, and/or use of any item delivered, an additional charge will be made therefore unless we are furnished with a proper exemption certificate in those cases where its use is authorized by law.
- LIMITATIONS OF SELLER'S RESPONSIBILITY:** Seller is a material supplier only, and not a building contractor. Seller is not responsible for architectural plans, job site or field measurements, costs of job site rework, cost of delay damages or other installation costs. No claims by Buyer for installation or removal costs of defective material will be honored by us, nor will claims for right to recover by securing substitute goods or any other special, consequential, or incidental damages.
- AUTHORITY OF SELLER'S AGENTS:** No agent, employee, or representative of Seller, has any authority to bind Seller to any affirmation, presentation, or warrant concerning the goods sold, unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this writing, it has not formed a part of the bases of this bargain and shall not in any way be enforceable.
- MODIFICATION:** These terms and conditions of sale can be modified or rescinded only by a writing signed by Seller.
- CONSTRUCTION AND VENUE:** This agreement shall be interpreted under the Uniform Commercial code as adopted in the State of Michigan and jurisdiction and venue for the resolution of any dispute arising from this agreement shall be in any judicial district in the County of Saginaw as selected by Seller. The provisions of this agreement are severable. Unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

Please sign and return to Standard Electric Company.

We understand, acknowledge and accept Standard Electric Company's terms of sale and certify that the information given is true and correct.

Company Name

Date

Signature (Required)

Title

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## Michigan Sales and Use Tax Certificate of Exemption

TO BE RETAINED IN THE SELLER'S RECORDS – DO NOT SEND TO TREASURY

This ertificate is invalid unless all four sections are completed by the purchaser.

### SECTION 1 – CHECK ONE OF THE FOLLOWING

- One time purchase                       Blanket certificate (Note: A blanket certificate is valid for four years from the date of signature unless an earlier expiration date is listed below  
Expiration date, if less than four years: \_\_\_\_\_.

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made under this certificate from \_\_\_\_\_ and certifies  
(Vendor's name)  
that this claim is based upon the purchaser's proposed use of the items or services, or the status of the purchaser.

### SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

- All items purchased  
 Limited to the following items: \_\_\_\_\_

### SECTION 3: BASIS FOR EXEMPTION CLAIM

- For Resale at Retail – Sales Tax Registration Number: \_\_\_\_\_  
 For Resale at Wholesale – No Number Required  
 For Lease – Use Tax Registration Number: \_\_\_\_\_  
 Agricultural Production – No Number Required (Describe) \_\_\_\_\_  
 Industrial Processing – No Number Required  
 Government Entity, Nonprofit School, Nonprofit Hospital, and Church (Circle type of organization.)  
 Nonprofit Internal Revenue Code Section 5011(3) and 5011(4) Exempt Organizations (Attach copy of IRS letter ruling).  
 Nonprofit Organizations with an Exempt letter from the State of Michigan (Attach a copy of State's letter)  
 Other (explain): \_\_\_\_\_

### SECTION 4: CERTIFICATION

*I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.*

_____ Purchaser	_____ Street Address		
_____ Area Code / Telephone No.	_____ City	_____ State	_____ Zip Code
_____ Signature and Title	_____ Date Signed		
_____ Name (Print or Type)	_____ Social Security No. or FEIN		

