

CREDIT APPLICATION



TRI STATE SUPPLY CO., INC.

371 West Chestnut St
Washington, PA 15301

Phone 724-225-8311
Fax 724-225-8329

Firm Name _____ Telephone _____

Billing Address _____ Fax _____

City _____ State _____ Zip _____

Shipping Address _____

City _____ State _____ Zip _____

(Check One) Sole Proprietor _____ Partnership _____ Corporation _____

Date Business Started _____ Ship to Duns # _____

Taxable? Y/N _____ If no, please send exemption certificate.

Application for credit is hereby made and the following references given. It is understood this information will be held in strictest confidence and used only by your credit department.

TRADE REFERENCES

(1) Name _____

(2) Name _____

Address _____

Address _____

Telephone _____

Telephone _____

Fax _____

Fax _____

(3) Name _____

(4) Name _____

Address _____

Address _____

Telephone _____

Telephone _____

Fax _____

Fax _____

(5) Bank _____

Address _____

Telephone _____

Fax _____

Account Number _____

Officer _____

Please: Refer to Page 2 for Terms and Conditions as of 10-11-07.

Signed _____

Date _____

Print Name _____

Title _____

1. Payments and Financial Condition: Payment terms for credit-approved orders are net tenth or terms agreed upon in writing. A late payment charge of 1-1/2% per month will be added to all outstanding balances after thirty (30) days from date of invoice. The Buyer agrees to reimburse Tri State for all collection costs including legal fees and court costs and NSF and bank charges which are necessary to enforce payment of invoiced amounts. Any order for products by Buyer shall constitute a representation that Buyer is solvent. Upon Tri State's request, Buyer will furnish a written representation concerning its solvency at any time prior to shipment.
If Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Tri State shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Tri State's rights under this article are in addition to all rights available to it at law or in equity.
2. Returns: Merchandise may not be returned for credit without prior written authorization from Tri State. (1) Request for returned material must be made within sixty (60) days from the date of shipment. (2) Non-stock or modified items are either not returnable or subject to manufacturer's terms and conditions. (3) Material authorized for return in writing is subject to a minimum 25% restocking charge, as well as freight both ways, and any reconditioning costs which may be necessary. A minimum restocking charge for processing a returned goods authorization (RGA) is \$25.00. (4) Material must be new and in original sealed cartons. Merchandise received which is improperly packed and received damaged will not be credited. (5) Merchandise must be returned within thirty (30) days of the date of issuance of RGA. (6) No RGA's will be issued against unpaid invoices.
3. Cancellations: All modified orders are non-cancelable after release.
4. Deliver, Title, Risk of Loss and Security Interest: Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Tri State strives to meet customer requirements but cannot be held responsible for delays in shipping outside its control. No liability shall be sustained by Tri State by reason of not filling any order or portion thereof due to such delays. In the event of any such delay, there will be no termination and the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Unless otherwise specified by Tri State, delivery will be made and title will pass F.O.B. point of shipment to Buyer. However, Tri-State maintains a security interest in its product. Tri State reserves the right to repossess any products for which it has not been paid. This includes products/items that have already been shipped to an end customer. Tri State reserves the right to require financing statements (UCC-1) to be executed by Buyer on orders exceeding thirty thousand (\$30,000.00) dollars.
5. Taxes: In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or Buyer shall furnish Tri State with a tax-exemption certificate acceptable to the taxing authorities.
6. Limitations of Liability and Indemnities: All shipments are delivered to the Buyer in good condition. Tri State's liability ceases at that time. If a shipment is received damaged, Buyer must accept the shipment and immediately contact the freight carrier for damage inspection. If concealed damage is found, Buyer shall notify the delivering carrier at once and request an inspection. Without this inspection, the transportation company will not consider a claim for loss or damage. If the carrier will not perform the inspection, Buyer should prepare an Affidavit that Buyer contacted them, noting the time and date that they failed to comply with Buyer's request. This, along with the other papers in Buyer's possession, will support the claim. If the shipment is not delivered in accordance with the quantity of cartons or packages as shown on the bill of lading and/or freight bill, Buyer should not accept it until such shortages are noted on bill of lading and/or freight bill.
Loss or disputes with carriers regarding damaged product does not relieve Buyer's obligation to pay the full amount of Tri State's invoice in a timely manner. Shipments must be inspected by the freight carrier **immediately upon receipt** for noticeable transportation loss or damage, and claim entered at once with the carrier as stated.
All claims against Tri State, including claims for shortages and errors, must be made within ten (10) days after the delivery. Failure to make claim shall constitute acceptance of merchandise and waive any such shortages, errors or other claims.
In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Tri State be liable for any consequential, incidental or exemplary damages including but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products/items sold hereunder to any third party, Buyer shall obtain from such third party a provision affording Tri State the protection of the preceding sentence. If Tri State furnishes Buyer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Tri State to any liability, whether in contract, warranty, tort (including negligence) or otherwise.
7. Warranties, Patents and Disclosure of Information: Tri State shall transmit to Buyer any and all warranties given by the manufacturer for the products/items purchased by Buyer. **NO OTHER WARRANTIES, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE SHALL APPLY OR BE GIVEN BY TRI STATE. FURTHER, TRI STATE MAKES NO REPRESENTATIONS WITH REGARD TO PATENTS, PATENT INFRINGEMENTS, AND BUYER PURCHASES THE PRODUCTS/ITEMS BEARING THAT RISK. SELLER ASSUMES NO LIABILITY WHATSOEVER FOR PATENT INFRINGEMENT.** Any information, suggestions or ideas transmitted by Buyer to Tri State in connection with the performance hereunder are not to be regarded as secret or submitted in confidence..
8. Court Terms, Legal Fees and Costs: This contract shall be construed in accordance with the laws of Pennsylvania. Any and all actions at law, suits in equity, or other judicial proceedings for any breach of or enforcement of this contract, or of any provision hereof, shall be instituted and maintained only in a court of competent jurisdiction located in **Washington County, Pennsylvania**, the county and state where this contract has been made and entered into and each party hereby waives any right to any change of venue. If any action at law or in equity is necessary to enforce or interpret the terms of this contract, or it is determined that the Buyer is in breach of same, then Tri State shall be entitled to all attorney's fees and costs in addition to any other relief to which the Tri State may be entitled.
9. General: Tri State will comply with applicable federal, state and local laws and requirements as of the date of any quotation. Price and, if necessary, delivery will be equitably adjusted to compensate Tri State for the cost of compliance with any laws or regulations. The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Tri State's prior written consent shall be void.
10. Legal Construction: This order supersedes and cancels all prior communications between the parties except as specifically set forth on the face of this order. No other terms or conditions except as set forth herein shall be binding unless made in writing and signed by the authorized representative of Tri State. In the event these terms or conditions conflict with those of the Buyer, the terms or conditions of Tri State shall control. If any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of this contract and this contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SIGNATURE: _____
DATE: _____

TRI STATE SUPPLY COMPANY, INC.
371 West Chestnut Street
Washington, PA 15301

In consideration for and as an inducement to you to extend credit and to sell merchandise to _____ located at _____ hereinafter called the "Customer," the undersigned hereby unconditionally guarantees to pay you when due any indebtedness of the customer heretofore or hereafter incurred for merchandise sold by you to the customer plus all costs and expenses, including reasonable attorneys' fees, incurred in the collection of such indebtedness or enforcement of this guarantee.

This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in form or amount of indebtedness or renewals or extensions of time granted by you without obtaining consent thereto, or by complete or partial release or settlement by you with the customer, or any other person, and until expressly revoked by written notice received by you at your address set out above by registered mail. Such revocation when received shall apply only to and affect indebtedness thereafter incurred.

Notice of every kind or nature, including but not limited to notice of acceptance of this guaranty, indebtedness and default in payments, are hereby waived. This guaranty may be enforced by you against the undersigned without first proceeding against the customer, or any other person or guarantor. It is further understood that there are no conditions or limitations to this guaranty except those stated herein.

Also, please refer to Page 2 of 3 for Terms and Conditions as of 10-11-07.

Guarantor's Name (Print) _____

Guarantor's Signature _____

Residence Address _____

Residence Phone No. _____