

**EASTERN STATES ELECTRICAL SUPPLY CO.**

10 KIEFFER LANE  
KINGSTON, NEW YORK 12401  
PHONE (845)331-8500 FAX (845)-331-4447  
EMAIL sales@easternstateselectric.com

**CREDIT APPLICATION**

**INFORMATION SECTION**

COMPANY NAME: \_\_\_\_\_ YEARS IN BUSINESS: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ - \_\_\_\_\_ FAX : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

PO BOX (IF APPLICABLE): \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ - \_\_\_\_\_

**BUSINESS TYPE:** CORPORATION: \_\_\_\_\_ LLC: \_\_\_\_\_ PARTNERSHIP: \_\_\_\_\_ SOLE PROPRIETORSHIP: \_\_\_\_\_

TAX/FEDERAL ID NUMBER: \_\_\_\_\_ TYPE OF BUSINESS: \_\_\_\_\_

APPROXIMATE MONTHLY REQUIRED \$: \_\_\_\_\_ **TYPE OF ACCOUNT:** CHARGE: \_\_\_\_\_ CASH ONLY: \_\_\_\_\_

**OWNERS, PARTNERS, OR OFFICERS:**

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_ MI: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ - \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ DRIVERS LICENSE NUMBER: \_\_\_\_\_

PAGER NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ CELL PHONE NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_ MI: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ - \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ DRIVERS LICENSE NUMBER: \_\_\_\_\_

PAGER NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ CELL PHONE NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**ACCOUNT OPTIONS AND PREFERENCES**

PURCHASE ORDER / JOB NAME REQUIRED: \_\_\_\_\_ YES \_\_\_\_\_ NO

BACK ORDERS ACCEPTED: \_\_\_\_\_ YES \_\_\_\_\_ NO

PICK TICKETS PRICED: \_\_\_\_\_ YES \_\_\_\_\_ NO

SPECIAL ORDERS ACCEPTED VIA PHONE: \_\_\_\_\_ YES \_\_\_\_\_ NO

MONTHLY STATEMENT REQUIRED: \_\_\_\_\_ YES \_\_\_\_\_ NO

ALL PURCHASES TAX EXEMPT: \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ JOB BY JOB BASIS

(A sales tax certificate is required for us to make all purchase tax exempt must be attached to this application. )

(If sales are to be tax exempt on a job by job basis a tax certificate is required for each job as they arise)

**ACCOUNT OPTIONS AND PREFERENCES CONTINUED**

EMAIL ADDRESS: \_\_\_\_\_

**AUTHORIZED USERS:** ONLY THESE PEOPLE MAY CHARGE CHECK ONE: YES: \_\_\_\_\_ NO: \_\_\_\_\_

NAME: \_\_\_\_\_ PAGER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ CELL PHONE \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_ PAGER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ CELL PHONE \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_ PAGER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ CELL PHONE \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_ PAGER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ CELL PHONE \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_ PAGER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ CELL PHONE \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**WHEN MAKING CHANGES TO THIS LIST YOU MUST FAX OR MAIL THE INFORMATION  
OFFICERS, OWNERS, PARTNERS ARE ALWAYS AUTHORIZED USERS  
IF YOU NEED MORE ROOM PLEASE ATTACH SEPARATE LIST**

**CREDIT REFERENCE SECTION**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_

PHONE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ FAX: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_

PHONE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ FAX: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_

PHONE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ FAX: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_

PHONE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ FAX: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**BANK REFERENCES**

**BANK NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ FAX: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CONTACT: \_\_\_\_\_ ACCT #: \_\_\_\_\_

**BANK NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ FAX: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CONTACT: \_\_\_\_\_ ACCT#: \_\_\_\_\_

We hereby authorize Eastern States Electrical Supply Co. to contact the above references and or any other credit sources you deem necessary to establish our credit rating.

AUTHORIZED SIGNATURE: X \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

## **TERMS AND CONDITIONS OF SALE/OPEN ACCOUNT**

**EFFECTIVE DATE: May 28, 2002**

### **1. Terms**

Please be advised that our terms of sale are 2%-10, Net 30 on all sales unless otherwise noted. Our billing cycle closes on the last day of each month. Any payments received after the last day of the month will be considered late for our billing cycle and will be subject to a 2% late charge per month. We can no longer accept payments for discounts after the 10<sup>th</sup> of each month. If a payment is made after the 10<sup>th</sup> day of the month and includes a discount, the amount of discount will be charged back to your account and will appear on your next statement. We will no longer write off late charges, unless it is a mistake on our part. If late charges are ignored and not explained why they are not being paid, then we will have no choice but to put the account on hold, until the matter is cleared up. Once an account is put on credit hold, all orders including special orders will be placed on hold, any special orders not in transit will be placed on hold at the factory and not released until the items are paid in full or the account has been satisfied. Eastern States Electrical Supply will not be responsible for job delays, nor be legally or financially liable for any charges incurred due to delays. We reserve the right to close this account for any reason without notice or change these terms with at least a 30 day notice mailed with statement and/or invoice.

### **2. Special Orders / Back Orders**

All special order material once shipped from the factory is your material. Eastern States Electrical Supply will bill special order/backordered materials upon our receipt of such materials and will not be responsible for materials left more than 30 days. If you wish not to allow special orders by phone please send us a note stating this and special order/backorder requests will have to be made at the counter and signed by the person requesting the order. Special orders are non returnable and if you do not pick them up you will not be credited for these items except as listed in our return policy stated below. We are not responsible for any damages to material shipped to you via a common carrier (ex. UPS, RPS, YELLOW FRT, etc.). You must file a claim with the carrier who delivered the material. Certainly, if we can be of help, we will do what we can.

### **3. Returned Checks**

There will be a \$25.00 return check charge on all returned checks. If this charge is not paid within ten days of notice the \$25.00 will be charged to your account.

### **4. Our Return Policy Is As Follows**

We would appreciate in order to expedite your credit that a copy of an invoice or invoice number be supplied for the material being returned. If we are unable to find an invoice for which the material was purchased on, no credit will be issued whether or not you have a credit slip. No returns are allowed on special order items unless arrangements can and have been made to return to the factory with the appropriate restocking/shipping and handling charges. Absolutely no returns after 60 days. If the return policy is misused we reserve the right to charge 15% restocking charge for returned material or to refuse the return, this is in addition to any restocking charges charged to us by the supplier.

### **5. Default / Collections**

You the customer are responsible for all collection charges including attorneys fees for any account balances we find necessary to take action to collect on and all service charges on said account balances up to and including the month in which we turn the account over for collections. Collection fees can be as high as 50% of your account balance depending on our arrangements with the collection agency and or attorney.

6. **Non-Assignment**

This Agreement may not be assigned by the customer, in whole or in part, without Eastern States Electrical Supply Company's prior written consent.

7. **Bankruptcy**

If you the customer should seek the protection of the Bankruptcy Courts of any jurisdiction within or without the United States of America, you agree to execute any documents necessary to reaffirm your obligations under this Account to pay any outstanding monies owed to Eastern States Electrical Supply Company in full.

8. **Governing Law**

This Contract is governed by the laws of the State of New York.

9. **Entire Agreement / Modification**

This document contains the entire agreement of the parties, and the customer acknowledges that neither Eastern States Electrical Supply Company nor any of its agents have made any representations or warranties that are not expressly contained herein. The terms and conditions hereof shall supersede any and all provisions, terms and conditions contained in any confirmation, order or other writing the Customer may give or receive, and the rights of the parties shall be governed exclusively by the terms, conditions and provisions hereof. No usage or trade or course of prior dealings between the parties shall be relevant or admissible to supplement, explain or vary any of the terms set forth herein. The failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights hereunder. This agreement may only be modified in writing signed by both parties.

AUTHORIZED SIGNATURE: X \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Accepted By: Eastern States Electrical Supply Co.

AUTHORIZED SIGNATURE: X \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**PERSONAL GUARANTEE:**

In order to induce Eastern States Electrical Supply Co. to extend credit to \_\_\_\_\_ The undersigned does hereby absolutely, unconditionally, and personally guarantee to Eastern States Electrical Supply Co. payment of all indebtedness and obligations of whatever nature to Eastern States Electrical Supply Co. as they come to be due or accelerated whether such indebtedness and obligations hereunder shall be binding on there heirs, administrators, successors and assignees of the undersigned.

SIGNATURE OF PERSON OR INDIVIDUAL: X \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_

**INTERNAL USE**

ACCOUNT # \_\_\_\_\_ CREDIT LIMIT \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

RECEIPT DATE: \_\_\_\_\_ REF SENT DATE: \_\_\_\_\_ APPROVAL DATE: \_\_\_\_\_

CASH ONLY ACCOUNT : \_\_\_\_\_ COPY ACCOUNT: \_\_\_\_\_

UPDATE REQ: \_\_\_\_\_ REQ DATE: \_\_\_\_\_ HOLD DATE: \_\_\_\_\_