

**K.L.Jack** Industrial Fasteners & Supplies **ChemFast** Chemicals for Industry

145 Warren Avenue Portland, Maine 04103 207-878-3600 Fax 207-878-9345

## **Customer Credit Application**

Date	Purchasing	g Fax	x ( )			
Phone ( )	Accounting	Fax	or Email (	)		
E-mail address	Web Site A	ddre	SS			
Full Business Name	D/B/A					
Street Address	(	City/S	ST/Zip			
Mailing Address	City/ST/Zip					
Date Business Started//Typ	oe of Business					
Monthly Credit Limit Requested \$	Resale Cert.# or Tax Exer (Please attach copy of si					
This Business is a:Sole Proprietorship_	PartnershipCorp	orati	on (State Incor	porat	ed)	
The Owners, or Corporate Officers are: Title Name Home A				_(	Phone	
PRESENT SUPPLIERS / CREDIT REFERE Name Street Address 1.	ENCES City/ST/Zip	(	Phone		Fax	
2		_(_	)	_(_	)	
3		_(	)	_(_	_)	
Bank Name and Address			Phone(	)		
Account Number	Bank Officer to Contact_		Phone(_	)_		
The Applicant hereby certifies that all statements subject to renewal from time to time at K.L. Jack of any of the references listed on the credit applicate regarding the credit hereby applied for, and conscreporting agency, person or firm whom the applications.	& Co.'s Complete discretion. I ation or any others as may, in I ents to the disclosure of any inf	The ap K.L. J orma	pplicant agrees the stack & Co.'s opination concerning t	hat cre ion, b	edit inquiries may be made be necessary at any time	

Owner or Officer Signature NOTE: Both parties agree that faxed signatures will be considered and used as originals.

## AGREEMENT TO TERMS WITH K.L. JACK & CO.

TERMS All payments are due net within 30 days from invoice date unless other wise stated on the invoice. Trade discounts may be withdrawn from invoices not paid within terms. Interest of 1-1/2% per month on past due accounts over 30 days (18% A.P.R.) All shipments are COD until credit is approved. Please pay on invoice as statements are sent only on request. The applicant agrees to pay all reasonable attorney's fees and costs in the event legal action is undertaken for collection of any sums due K.L. Jack & Co.

**MINIMUMS** All open invoice accounts are subject to a \$5 dollar minimum and a \$1 dollar line minimum.

**SHIPPING** All shipments are FOB from our warehouse unless otherwise agreed in advance. We make every effort to ship exact quantities and reserve the right to overship or undership by 10%, particularly on specially manufactured goods. Shipments will be placed on credit hold without notice when unpaid invoices exceed 60 days.

<u>RETURNS</u> No items will be accepted for return without a return authorization number. A 25% restocking charge will apply unless the return is due to our error or material defect. No returns are allowed after 30 days from the shipping date. Special custom parts can not be returned. Returns must have our invoice number, date of purchase, reason for return, be unused, in a resaleable condition, and as originally packaged.

**PRICES** All prices are subject to change without notice. Invoices, line minimums and broken box charge may affect prices.

<u>CANCELLATIONS</u> Cancellations, charges, and suspensions can only be made with our specific written permission and may incur charges for labor, materials, design, and tooling or other expenses.

**DEFECTS AND NON-COMPLIANCE** Any liability of seller resulting from any defects or error in workmanship or materials in the products shall be limited to, and fully discharged by replacement of such item without charge. The warrantee provided in this clause is in lieu of all other warranties, expressed or implied, arising by law or otherwise, including the implied warranties, specifically referencing this clause. In no event shall seller be liable for consequential damages. Any action for breach of this warrantee or other action arising out of this contract must be commenced within one year after such cause of action arises. Notice of non-compliance or defect must be given by the buyer to K.L. Jack & Co. within 10 days after delivery to buyer. In the event the buyer fails to give notice within the specified period, the seller will be relieved of any and all liability thereunder and buyer agrees to accept goods as is.

<b>AGREEMENT</b> Buyer agrees to accept the terms of this agreement and in lieu of any conflicting terms on buyer's purchase order.				
Company Name	Owner or Officer Signature and Date			
	Printed Name			

## PERSONAL GUARANTEE FORM TO K.L. JACK & CO.

Signature and Printed Name

In consideration of the extension of credit to the above mentioned named business entity or individual by K.L. Jack & Co., the undersigned, jointly and severally, and personally, guarantee payment of all charges, billings and interest costs imposed hereafter in any open account extended to the above named business entity or individual. In event that such charges, billings and interest costs are not promptly paid, the undersigned hereby guarantees as primary guarantor(s) the payment of 1.Any balance due on the open account. 2. Interest at the rate of 18% per annum upon the unpaid balance. 3. Reasonable attorney fees in the event legal action is taken for the collection of any sums due on such account. This agreement shall be governed and interpreted under the law of the State of Maine.

	To be signed by principals of corporation or business entity seeking credit. Both parties agree that faxed signatures will be considered and us	sed as
original sig	ttures.	

Signature and Printed Name