



## CREDIT APPLICATION AND AGREEMENT FOR A BUSINESS ACCOUNT

### BUSINESS CONTACT INFORMATION

Date:		
Company Name:		
Phone:	Fax:	
Primary Company Address:		
City:	State:	Zip Code:
Primary Company Ship-To Address:		
City:	State:	Zip Code:
Owner/President:	Tax ID#:	
Officers:		

### BUSINESS AND CREDIT INFORMATION

Accounts Payable Contact:	Type of Business:	
Telephone:	Fax:	E-mail:
Bank Name:		
Bank Address:	Phone:	
City:	State:	Zip Code:
Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other	Account Number:	

**Note:** If you are tax exempt, please include a copy of your certificate with your application.

### BUSINESS/TRADE REFERENCES

Company Name:		
Address:		
City:	State:	Zip Code:
Phone:	Fax:	E-mail:
Company Name:		
Address:		
City:	State:	Zip Code:
Phone:	Fax:	E-mail:
Company Name:		
Address:		
City:	State:	Zip Code:
Phone:	Fax:	E-mail:

### INVOICE & STATEMENT DELIVERY OPTIONS

Please indicate how you would like to receive your statements and invoices.

Invoices:  US Mail  Fax  E-Mail

Statements:  US Mail  Fax  E-Mail

**TERMS & CONDITIONS ACKNOWLEDGEMENT/GUARANTY:** Please read and sign the attached terms and conditions of sale. Please fax the completed and signed application (pages 1-5) to (781) 681-3425.

# TERMS & CONDITIONS OF SALE

## ORDER ACCEPTANCE AND DELIVERY

All orders for stock products or factory shipments are subject to acceptance by Management. Cancellation of orders after customer release is subject to cancellation charges if special from factory or from Buckley manufacturing. All manufacturers Quick Ship orders cannot be cancelled once the order is put through the factory.

Delivery dates given are our best estimate and are not guaranteed. Further, Buckley Associates, Inc. ("Buckley") cannot be held responsible for any customer liability arising from delays or failures in manufacturing or shipping, for any reason whatever, within or beyond our control.

## CUSTOMER ORDER PROCEDURE

1. Phone orders will be accepted only on the basis of the buyer assuming full responsibility arising from delays or failures in manufacturing or shipping, for any reason whatever, within or beyond our control.
2. In order to give you accuracy of written orders and also the speed of a phone call, we have a fax machine for the purpose of aiding our customers.
3. On orders totaling \$5000.00 or over, we require a Buckley job information sheet filled out before the order will be processed.
4. Some orders may be billed by our manufacturers at the discretion of Buckley Associates, Inc. A written purchase order must be issued c/o Buckley Associates, Inc. to our manufacturer.
5. A **\$25.00 charge** will be assessed to any order shipped out by a common carrier that will require notification prior to delivery.

## TERMS OF SALE

### PRICES AND SPECIAL QUOTATIONS

All prices, unless otherwise specified, are F.O.B. our warehouse. Prices do not include Federal, state or local taxes, which may be imposed on the sale of our product.

### NEW QUOTATIONS

Will remain in effect for sixty (60) days only, unless otherwise agreed to in writing. All prices are subject to change without notice.

## TERMS OF PAYMENT

**STANDARD TERMS OF PAYMENT** are Net thirty (30) days from date of invoice to qualified customers. All invoices, even if disputed, are due and payable on the above terms. Disputed invoice amounts, if legitimate, will be credited accordingly. Accounts with balances over forty-five (45) days are subject to credit hold.

Payment terms are net thirty (30) days from date of invoice on approved credit. In the event an account is placed for collection, purchaser shall be responsible for all reasonable attorneys' fees and costs incurred by Buckley in securing payment. Invoices unpaid after thirty days shall accrue interest at the rate of 1.5% per month from the date of the invoice.

All sales, use, excise, transportation, privilege, occupational, consumption, storage or other taxes which may be levied by any taxing authority as a result of this transaction shall be paid by the purchaser.

Buckley reserves the right to discontinue absolutely any further sales directly to buyers when the above terms are not adhered to.

Buckley requires a one-hundred (100%) percent deposit on special order items (Buckley manufactured or factory orders) when you do not have an open account. Buckley hereby reserves and Buyer hereby grants a purchase-money security interest in each and any and all materials and equipment and a security interest in any and all accessories, proceeds, insurance proceeds therefrom to secure payment of any unpaid purchase price and all other obligations of Buyer to Buckley hereunder and/or hereafter incurred. Buyer agrees to sign upon request any and all further documents, agreements, instruments and statements, if necessary, to protect and/or perfect Buckley's security interest and Buyer further authorizes Buckley to file Uniform Commercial Code financing statements in the jurisdiction where such materials and equipment are located. We also accept **Visa, Master Card, and American Express**. Credit card payments must be used at time of sale and cannot be used to pay down an existing balance. On checks that are insufficient, the issuer will be responsible for bank charges that do incur.

## ADDITIONAL TERMS

If Buckley Associates subsequently becomes aware of damaging or unfavorable credit information, it reserves the right to suspend credit until it becomes satisfied that the basis for an outgoing credit relationship is sound. It is also understood and agreed that the legal obligation of the above individual(s) or company is for the full amount of actual credit extended by Buckley Associates, and shall not be limited by "expected" or "expected" or "requested" credit requirements, "initial line of credit," or subsequent "credit limits."

Buyer represents to Buckley Associates that purchases made pursuant to this Agreement shall be for commercial purposes only and not for personal, family or household purposes.

Buyer agrees that payments against any account balance which are not clearly designated to a particular invoice will automatically be applied to the oldest outstanding invoices and/or to outstanding service charges.

Buyer understands and agrees that Buckley Associates will not accept customer "backcharges" under any circumstances. In the event of a serious product or service problem or failure, Buckley Associates must be advised immediately so that it can utilize its best efforts to correct the situation and minimize damages.

**CONNECTICUT CUSTOMERS:** Buyer further acknowledges that this agreement constitutes commercial transaction pursuant to Connecticut General Statutes section 52-278a et seq. and does hereby waive any and all rights to notice of hearing and/or a hearing required for Prejudgment Remedy by Connecticut General Statutes section 52-278a et seq., in the event that litigation is instituted for the collection of any account debt that may be incurred by the Buyer. Accordingly, Buckley Associates may avail itself of any and all prejudgment remedies without notice of hearing and/or hearing including, but not limited to, garnishment and attachment. The Buyer hereby waives all rights to a trial by jury.

Buyer hereby waives all rights to notice and hearing provided for under Chapter 903-A of the Connecticut General Statutes.

#### **INDEMNIFICATION**

Buyer shall be responsible at all times for the proper use, operation and maintenance of any materials and equipment ordered hereunder, and for remaining up to date and compliant with any and all governmental or industry standards, as may be amended or in effect from time to time. Buyer agrees to indemnify and hold Buckley harmless against any and all claims, demands, actions, causes of action, damages, personal injuries, setoffs, liens, attachments, debts, expenses, judgments, or other liabilities of whatever kind or nature, including attorneys' fees and costs arising in whole or in part out of or resulting in whole or in part from the modification, misuse, or improper operation of any materials and equipment ordered hereunder by Buyer or its officers, directors, employees, independent contractors, agents, affiliates, subsidiaries, parent company, successors and assigns, and/or Buyer's failure properly to maintain said materials and equipment or to keep said material and equipment in compliance with governmental and industry safety standards.

Buyer shall remain responsible for complying with any law, statute or ordinance governing the use and operation of said materials and equipment and Buyer is responsible for maintaining the same in the manner specified in maintenance materials, instructions and specifications provided by the manufacturer. Buyer agrees to indemnify and hold Buckley harmless against any and all Claims, including reasonable attorneys' fees and costs to the extent such claims result from Buyer's modification of said materials and equipment, Buyer's failure to comply with any law, . Statute, or ordinance related to the use and operation of said materials and equipment or Buyer's failure to maintain said materials and equipment in a manner consistent maintenance materials, instructions and specifications provided by the manufacturer.

Buyer agrees to indemnify and hold harmless Buckley, its employees, agents, successors, officers, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Buckley may sustain or incur as a result of any claim against Buckley and/or Buyer based upon negligence, breach of warranty, violation of worker's compensation laws, strict liability in tort, contract, or any other theory of law brought by Buyer, its officers, agents, employees, successors or assigns, by Buyer's customers, by end users, by auxiliary personnel (such as freight handlers, etc.) or by other third parties, arising out of, directly or indirectly, the use of Buckley's products or any supplies and equipment purchased by Buyer hereunder or by Buyer's use of any accessories to Buckley's products or supplies and equipment purchased hereunder, or by reason of Buyer's failure to perform its obligations contained herein.

Buyer shall notify Buckley in writing within fifteen (15) days of Buyer's receipt of knowledge of any claim, accident, or incident involving Buckley's products or any supplies and equipment purchased hereunder which results in personal injury or damage to property, and Buyer shall fully defend Buckley against any such claim, and shall cooperate with Buckley in its own investigation, if any, and in reaching a determination as to the cause of any such accident or incident, and shall make available to Buckley all statements, reports and tests made or conducted by Buyer or made available to Buyer by others. The furnishing of such information to Buckley and any investigation by Buckley of such claim, incident, accident or information shall not in any way constitute any assumption of liability by Buckley.

#### **RETURN MATERIAL-RESTOCKING**

Special orders which are not in stock cannot be returned for credit. Buckley-manufactured products such as Curbs, Equipment Supports, Fire Dampers, Buck Duct-Bare and Insulated Buck Duct, Silencers, Security Grilles, Louvers, special manufactured products and others as they arise fall into this category. Stockable items can only be returned under the following conditions:

1. Prior approval from Buckley along with a copy of the work order or invoice on which the material was sold. (Buckley will in turn issue an RGA number.) Materials will then be either picked up by Buckley or returned prepaid, collect shipments will not be accepted. Also, material must be returned to the sales office that sold you the product. **Buckley salespersons are not authorized to pick up goods from customers.**
2. Material must be in sellable condition as determined by Buckley inspection.
3. Ten (10%) percent restocking charge for invoices dated less than thirty (30) days earlier. Twenty (20%) percent restock charge for invoices dated over thirty (30) - sixty (60) days. No return after sixty (60) days.
4. Credit amount to be determined by original selling price. Material returned because of Buckley error will not be subject to restocking charge.

**FREIGHT CLAIM PROCEDURES**

**COMMERCIAL CARRIERS**

Under Buckley Associates, Inc. Standard Terms of Sales, shipment made via commercial carriers are shipped F.O.B. Point of Origin. Once the shipment leaves either Buckley's and/or any of our manufacturers, it is the customer's responsibility to file the freight claims, according to these terms, titles to the goods and the responsibility to file the claim for the loss and/or damage incurred during transit, pass to the purchaser at the time of the shipment, despite the responsibility for the freight charges (prepaid or collect). Buckley will provide copies of any document in its possession required for proper filing of the claim. Copies of such documents should be requested from the original shipping location. Buckley will also lend any other support to an equitable resolution. However, in providing such support and assistance, Buckley does not assume liability or responsibility for final settlement or collection of any claims.

**UPS/FED EX GROUND**

UPS/FED EX GROUND freight claims procedure: Notify driver or call local shipping office for inspection of damaged merchandise. Any questions regarding the above "Freight Claim Procedures" should be directed to Buckley Associates Customer Service.

**Limitation of Liability**

**EXCEPT AS EXPRESSLY PROVIDED HEREIN, BUCKLEY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. SPECIFICALLY, EXCEPT AS EXPRESSLY PROVIDED HEREIN, BUCKLEY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATERIALS OR EQUIPMENT INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. IN THE EVENT OF ANY DEFECT IN MATERIALS, EQUIPMENT OR WORKMANSHIP, BUCKLEY SHALL ONLY BE OBLIGATED EITHER TO REPAIR OR REPLACE, AT BUCKLEY'S OPTION, SAID GOODS, MATERIALS OR EQUIPMENT AND THE AFORESAID OBLIGATION TO REPAIR OR REPLACE SAID GOODS, MATERIALS OR EQUIPMENT SHALL BE BUYER'S EXCLUSIVE REMEDY. BUCKLEY SHALL NOT, IN ANY MANNER WHATSOEVER, BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR EXPENSES, OR FOR BREACH OF WARRANTY OR NEGLIGENCE ACTIONS. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, BUCKLEY'S TOTAL FINANCIAL LIABILITY TO CUSTOEMRS SHALL NOT EXCEED THE PURCHASE PRICE APPEARING UPON THE INVOICE.**

**Certification**

The undersigned, being duly authorized, hereby certifies that the Buyer is financially able to meet all of credit related commitments and agrees to pay all Buckley Associates invoices and abide by all terms of this Credit Application and Agreement for a Business Account. The undersigned further certifies that the information provided herein is complete and accurate.

**BUYER**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_

**Personal Guarantee**

In consideration of the extension of trade credit by Buckley Associates to the entity which is a party to the above credit Agreement, the undersigned jointly and severally (if more than one) unconditionally guarantees as a primary obligor, payment for all purchases and/or rentals made by said person(s) or company to Superior, and for any service charges, interest or attorney's fees incurred as stated in said Agreement. In addition, the undersigned guarantor(s) hereby waive(s) all rights to notice and hearing provided for under Chapter 903-A of the Connecticut General Statutes. The undersigned guarantor(s) hereby waive(s) notice of acceptance of this guarantee and notice of any default. This shall be a continuing guarantee and shall not be affected by any extension of time, payment, modifications or additions. The undersigned waives all rights of subrogation, reimbursement, exoneration or any other claims of any nature whatsoever which the undersigned has against the entity to whom Buckley Associates is extending credit under this Agreement.

**GUARANTOR**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Social Security #: \_\_\_\_\_

**Bank Authorization**

The undersigned hereby authorize(s) Buckley Associates to request and receive credit and financial information from credit reporting services and financial institutions:

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

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

Account Number: \_\_\_\_\_

I do hereby give \_\_\_\_\_ (Bank Name) permission to provide Buckley Associates with current credit information on our account.

**\*\*A FAX OR PHOTOCOPY OF THIS AUTHORIZATION WILL BE CONSIDERED ACCEPTABLE\*\***

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

CREDIT DEPARTMENT USE ONLY	
<input type="checkbox"/> Credit Approved <input type="checkbox"/> Credit Declined	Account Number:
Credit Limit:	Salesperson:
Customer Class:	Branch:
Standard Multiplier:	Processed by: