



Application For Credit

150 Jalyn Drive, New Holland, PA 17557
(717) 354-6090

Name of Individual/Business: _____

Billing Address: _____ Shipping Address: _____

Phone: _____ Email: _____

Fax: _____ Website: _____

Type of Organization: **(Check One)** Sole Proprietorship Partnership LLC Corporation State of _____

Name & Addresses of Principal Owners/Office and their titles:

Name: _____ Title: _____ Address: _____

Name: _____ Title: _____ Address: _____

Name: _____ Title: _____ Address: _____

Years in business: _____ Federal Id#: _____ Dunn & Bradstreet #: _____

Tax Exempt: **(Check one)** YES NO Tax Exempt # _____ (attach certificate)

Accts Payable: _____ Email: _____

Bank References

Bank Name: _____ Account #: _____

Phone#: _____ City/State: _____

Trade References

Name: _____ Contact: _____

Address: _____ City/State: _____ Zip: _____

Name: _____ Contact: _____

Address: _____ City/State: _____ Zip: _____

Name: _____ Contact: _____

Address: _____ City/State: _____ Zip: _____

Terms and Conditions of Sale

In consideration for the extension of credit, the purchaser agrees to the Acceptance of the Terms and Conditions attached to this application for credit. Purchaser understands accounts with past due balances are subject to a finance charge of 1.5% per month (APR-18%). Applicant understands delinquent accounts automatically become C.O.D. and future orders require a down payment of 30%, which is applied to the balance due. Applicant understands they are liable for all collection costs, including attorney and court costs that may be incurred. Payments for C.O.D. accounts are due at the time of sale.

Signature: _____ Print Name: _____ Date: _____

A signature is required to establish an account. It serves as authorization to bank and trade references to release credit information for this application.

Orders will not be processed unless the credit form is completed, verified, and approved.

ACCEPTANCE TERMS AND CONDITIONS

These terms and conditions specifically include provisions of the application for credit executed by the customer, if any. The prices quoted on the reverse side apply only to those quantities and specifications as we understand them to be at this date, on this job, and this quote is made on the basis of the information provided to us based upon verbal transmission from the contractor or as obtained from plans and specifications made available to our representative. As a consequence, where information as to specifications and quantities is verbally transmitted to – . Creative Energy Distributors, LLC, the contractor assumes responsibility for any error or omissions in this quote in addition to any changes or addendum's to the original specifications and plans, which, if brought to the attention of . Creative Energy Distributors, LLC, would require that this job be requoted.

This Quotation includes only the equipment and accessories shown on this Quotation for this particular job. This Quotation should not be relied upon or used for determining prices for any previous or future equipment of the same or similar nature to be obtained from. Creative Energy Distributors, LLC or a represented manufacturer.

This price quote is not an offer but rather an invitation for customers to offer . Creative Energy Distributors, LLC a signed purchase order for the equipment covered by this Quotation, and as a consequence, this Quotation is not binding on Creative Energy Distributors, LLC until such time as Creative Energy Distributors, LLC has executed and returned to the contractor said purchase order or both parties have executed . Creative Energy Distributors, LLC's standard contract. Any such purchase order or contract signed and returned to the contractor shall be subject to the Terms and Conditions of this Quotation, which shall continue in existence after execution of the purchase order or Creative Energy Distributors, LLC's contract, and where any terms and conditions of said purchase order either conflict with or create an ambiguity with respect to any of the Terms and Conditions of this Quotation, the Terms and Conditions of this Quotation shall supersede and control the conflicting or ambiguous terms.

Any change or deviation from Creative Energy Distributors, LLC's quotation on the contractor's purchase order must be agreed to in writing by Creative Energy Distributors, LLC with a new Quotation to be written to cover the changes so agreed.

In the event, it is necessary for Creative Energy Distributors, LLC to retain the assistance of an attorney for the purpose of collecting any monies owed based upon this Quotation or any contract entered into pursuant to this Quotation for the purpose of representing Creative Energy Distributors, LLC in any legal proceeding instituted based upon the materials and equipment supplied based upon this Quotation. Creative Energy Distributors, LLC shall be entitled to recover from its customer reasonable attorney's fees, and court costs, including fees incurred on appeal of any action.

TERMS: Terms are C.O.D. or net 30 days, but at all times, an open line of credit is subject to the approval of the Creative Energy Distributors, LLC Credit Department.

CLAIMS: The responsibility of Creative Energy Distributors, LLC ceases upon delivery of goods in good order to the carrier. Claims for factory shortages and defects will not be considered unless made in writing within ten days after receipt of the goods and accompanied by a reference to our bill of lading and factory order numbers. As all goods are shipped at the customer's risk, any claims for damage or shortage in transit must be filed by the customer against the transportation company.

TAXES: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the customer in the same manner and with the same effect as if originally added thereto.

CANCELLATIONS: Accepted orders may be canceled only by written consent of Creative Energy Distributors, LLC and only after Creative Energy Distributors, LLC is fully reimbursed for any and all engineering and fabrication costs incurred up to date of notice of request for cancellations received.

DELAYS: Creative Energy Distributors, LLC shall not be liable for any delays caused by riots, strikes, fires, floods, lack of transportation, accidents, act or action of any of the various federal, state, municipal, or local governments, or force majeure.

PRODUCT CHANGES: In the interest of continuous product improvement, Creative Energy Distributors, LLC reserves the right to change specifications and/or design without incurring obligation.

WARRANTY: Upon payment of our invoice in full, the seller warrants those goods manufactured by it and sold thereby to be free of defects in material and workmanship only if properly installed, cared for, and operated under normal conditions. Please refer to the specific warranty card applicable to the product or products covered by this quotation concerning the limitations and responsibilities of Creative Energy Distributors, LLC. A service charge of 1 1/2% per month or 18% per annum shall be charged upon all delinquent balances owed for materials supplied pursuant to this Quotation or contract entered into pursuant to this Quotation.

No person, firm, or corporation is authorized to make any promise, representation, statement or warranty on behalf of Creative Energy Distributors, LLC or assume any liability on our behalf, and Creative Energy Distributors, LLC shall not be responsible for any representations or warranties other than those specifically outlined in the applicable written product warranty card from the manufacturer of the product.

All quotations are subject to acceptance within 30 days. Prices in the quotation covering materials of Creative Energy Distributors, LLC or the represented manufacturer are firm for 30 days from the date of order unless otherwise stated in this Quotation.

All customer purchase orders are hereby made subject to the provision of this acceptance, and the seller's failure to object to provisions contained in the customer's purchase orders or other Communications shall not be deemed a waiver of the terms and conditions hereof nor acceptance of such provision. No representations or guarantees other than those contained herein shall be binding upon Creative Energy Distributors, LLC unless made in writing and signed by an official of Creative Energy Distributors, LLC.

Initial: _____ Date: _____

Revised 10/12/22

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Personal Guaranty

150 Jalyn Drive, New Holland, PA 17557

The person, corporation, or firm whose name appears in these documents and to whom an open line of credit is extended, will be governed by the following:

1. Permission is granted, as evidenced by my (our) signatures below, for Creative Energy Distributors, LLC to contact the reference listed hereon or any other source for the purpose of obtaining credit information. That the creditor, bank, or lending institution contacted has my (our) permission to furnish Creative Energy Distributors, LLC with any and all information requested.
2. Payments will be made in accordance with the terms stated on each invoice.
3. The applicant agrees to pay a finance charge of 1.5% per month on any unpaid balance after 30 days.
4. A \$30 handling charge is assessed for all returned checks.
5. In the event credit is extended, Creative Energy Distributors, LLC will be pleased to service your special order needs, but please be aware that special orders cannot be canceled or returned. Special orders may impact any available credit line at the time of placement. Creative Energy Distributors, LLC may also require a deposit or pre-payment on such orders.
6. The Applicant agrees to notify Creative Energy Distributors, LLC of any changes in ownership, officers, company name, or manner in which the business operates. Notice is to be given by certified mail to the address listed below. Any existing personal and/or company liability shall continue for the account balance before said notice is received.
7. In event that litigation or legal proceedings are instituted, the person, firm, or corporation to whom an open account was extended agrees to pay the expense of all legal proceedings, including court costs and attorney fees on both the trial level and on appeal. The applicant further agrees that in the event of litigation, that venue will be proper in Lancaster County, PA. The applicant hereby freely and voluntarily consents to this venue provision.
8. In order for Creative Energy Distributors, LLC to process this application, all information requested must be supplied in full. Actual signature(s) are required.

I (we) hereby jointly and severally unconditionally guarantee payment of whatever amount shall at any time be owing to Creative Energy Distributors, LLC on account of goods and/or services hereafter provided, whether said indebtedness be in the form of invoices, bills, or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the nature of the account or the form of such indebtedness, or renewals or extensions granted, without obtaining any consent thereto, and until expressly revoked by written notice from the undersigned as to any indebtedness contracted prior to revocation. The undersigned additionally jointly and severally unconditionally guarantee payment of any interest due on taxable and not nontaxable costs and all costs of collection, including legal fees as stated above. In the event Creative Energy Distributors, LLC is forced to pursue any collection against Guarantor, Guarantor hereby waives any head of household exemption to which he or she may otherwise be entitled. Notice of indebtedness and of default in payment is hereby waived.

It is agreed that all invoices rendered to the undersigned will be payable to Creative Energy Distributors, LLC, within the terms extended. It is my (our) understanding that payments can be made by credit card but are payable with a 3% credit card processing fee.

Printed Name: _____ **SSN#** _____ **Title:** _____

Address: _____ **City/State:** _____ **Zip:** _____

Signature: _____ **Date:** _____

Printed Name: _____ **SSN#** _____ **Title:** _____

Address: _____ **City/State:** _____ **Zip:** _____

Signature: _____ **Date:** _____