



# CREDIT AGREEMENT

100 Hollister Road, Teterboro, NJ 07608 • Phone: 201-462-0900

➡ Please Return to Fax: 201-727-8929

I/we hereby apply to Swift Electrical Supply, Co., Inc. for a credit accommodation. The information below, as submitted, is true and correct according to the best of my knowledge. The undersigned agrees to abide by the standard terms and conditions of sales as printed herein.

**LEGAL ENTITY / BUSINESS NAME:** \_\_\_\_\_

dba / Trade Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website: \_\_\_\_\_ Main Email: \_\_\_\_\_

**MAILING ADDRESS:**

**PHYSICAL / DELIVERY ADDRESS:**

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**GENERAL BUSINESS INFORMATION:**

Corporation S Corp. LLC LLP Proprietorship Partnership Other: \_\_\_\_\_

Date Established: \_\_\_\_\_ Tax Exempt: Yes No (if Exempt, You must include certificate)

Division or Subsidiary of: \_\_\_\_\_

A/P Contact Name: \_\_\_\_\_ Ext: \_\_\_\_\_ Email: \_\_\_\_\_

**PRINCIPAL(s) / OWNER(s) Info:**

1) Name: \_\_\_\_\_ Title: \_\_\_\_\_

2) Name: \_\_\_\_\_ Title: \_\_\_\_\_

SSN #: \_\_\_\_\_ Cell #: \_\_\_\_\_

SSN #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**TRADE REFERENCES:** (Companies who extend Credit Terms to you - NOT Utilities, Gas Cards or Credit Cards or those who sell you on COD)

1) Company Name: \_\_\_\_\_

3) Company Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ \* Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ \* Fax: \_\_\_\_\_

2) Company Name: \_\_\_\_\_

4) Company Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ \* Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ \* Fax: \_\_\_\_\_

**BANK REFERENCE:**

Bank Name: \_\_\_\_\_ A/C #'s: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**BONDING COMPANY INFORMATION:** (contractors must complete)

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_



# CREDIT AGREEMENT

100 Hollister Road, Teterboro, NJ 07608 • Phone: 201-462-0900

⇒ Please Return to Fax: 201-727-8929

Re: \_\_\_\_\_

Db: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

- Swift Electrical Supply (Seller) hereby gives notice of its objection to any different or additional terms & conditions.
- All sales are made F.O.B point of shipment. Buyer has risk of loss upon shipment from F.O.B. point.
- Swift Electrical Supply (Seller) will not be liable for any labor or back charges other than those agreed upon in advance by buyer and seller management in writing. This acceptance agreement of charges must be documented and endorsed by Seller's Management to be valid.
- Buyer agrees that under no circumstances will retainage be withheld on any purchases made.
- The customer will be billed for freight charges associated with the procurement of any special ordered items.
- Special ordered items are not returnable for credit.
- Swift Electrical Supply (Seller) is not accountable or liable for delays in delivery. Factory delivery dates are the best estimates of seller's suppliers. In no case shall Seller be liable for any consequential, incidental or special damages arising from any delay in delivery.
- Our Standard Cash Discount for all out of stock or normal stock items is the terms of the manufacturer and is extended only for payment on or before the 10th day of the month following that month in which the purchase is made. Payment not made by the 10th of the month will be due Net on the 25th of the month following that month in which the purchase is made. Any discounts taken beyond the discount date will be denied and charged back.
- There will be no Cash Discounts for special items, direct shipments or negotiated jobs.
- A Service Charge of 2% per month will be added to all invoices past due 30 days or more to cover the expense of carrying and additional bookkeeping costs. Purchaser agrees to pay the highest interest rate allowed by law, not to exceed 24% per annum.
- In the event this contract is placed in the hands of an attorney for collection after default, the customer agrees to pay 30% of the unpaid balance for attorney's fees together with applicable costs.
- Swift Electrical Supply or an authorized representative has my authorization to contact any references or any other commercial credit agencies or insurance companies.
- The undersigned has read, understands and agrees to all of the terms & conditions stated on this Application for Credit. The undersigned further understands and agrees that if any portion of the Agreement is unenforceable, the remaining provisions will be enforceable. The undersigned further acknowledges receipt of a copy of this agreement and further states that he/she has not been coerced and is not signing this Agreement under any duress.

By my signature below, I acknowledge that I have read and agree to the above.

Printed Name _____	Signature _____	Date _____
--------------------	-----------------	------------

Printed Name _____	Signature _____	Date _____
--------------------	-----------------	------------

### Notary Public / Witness

Printed Name _____	Signature _____	Date _____
--------------------	-----------------	------------

## PERSONAL GUARANTEE

I, the undersigned, do hereby agree that in consideration of Swift Electrical Supply ("SWIFT") and all names under which it does business, and all of its affiliates, parents, subsidiaries, and related companies making delivery of any and all goods, materials, merchandise and/or equipment which may be ordered and/or delivered to the above Buyer, do hereby unconditionally guarantee personally, irrespective of any representative title annexed to my signature, and agree to assume liability for the payment of all bills rendered or to be rendered which are not paid promptly by the Buyer, its subsidiaries, successors, assigns, affiliates, officers and/or directors, when due and subject to all of the terms and conditions of this credit agreement. I do expressly waive notice of sale and delivery of any goods, materials, merchandise and/or equipment to the said Buyer, notice of nonpayment thereof, notice of extension of time for the payment of any and all goods, wares, merchandise and/or equipment and notice of presentment and protest of any notes or other evidences of indebtedness received by SWIFT and/or indebtedness of the purchasing corporation, company, or business without in any way changing, releasing or discharging me from my obligations hereunder. This guaranty shall remain in full force and effect until revocation by certified mail, return receipt requested, is received by Swift at Swift's principal place of business. Such revocation will only be effective with regard to materials purchased by Buyer after the revocation notice is received by Swift as set forth herein. This guarantee shall be binding upon the undersigned and the undersigned(s)' heirs, administrators, executors, and successors and assigns.

By my signature below, I acknowledge that I have read and agree to the above.

Printed Name _____	Signature _____	Date _____
--------------------	-----------------	------------

Printed Name _____	Signature _____	Date _____
--------------------	-----------------	------------

### Notary Public / Witness

Printed Name _____	Signature _____	Date _____
--------------------	-----------------	------------

So we may provide the best service to you, kindly complete the attached New Customer Information Sheet.

***Thank You for choosing Swift Electrical !***



100 Hollister Road, Teterboro, NJ 07608

# New Account Set Up Sheet

To be returned with Credit Agreement

Please Fax Back to (201) 727-8929

**Please complete the form below so that we may better service your account:**

**Please indicate below how would you like to receive...**

### Invoices

### Statements

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

US (Snail) Mail: \_\_\_\_\_

US (Snail) Mail: \_\_\_\_\_

**NOTE: To process invoices, Swift uses *BillTrust*<sup>®</sup> who offers on-line bill paying options and unique logins. Please Go-Green and opt for emailed statements and invoices. It's cheaper, faster and more environmentally viable.**

### **PLEASE DO YOUR PART AND GO GREEN!**

**What customer type best describes your company?**

- Electrical Contractor - Union
- Electrical Contractor - Non Union
- Builder / Developer / GC
- Commercial Property Management
- Hospital / Healthcare
- Hotel / Motel
- Retail Chain Store
- Road / Utility Contractor
- HVAC Contractor
- Architect Engineer
- Municipality / State
- School / Education
- Landscape Contractor
- Interior Designer

Other (please specify): \_\_\_\_\_

**Please list your employees you'd like to be on our email list to receive product and promotional information.**

Name	Title	Email Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

***We Thank You for choosing Swift !***