



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: _____

SSN #: _____ Cell #: _____

Email: _____

2) Name: _____ Title: _____

SSN #: _____ Cell #: _____

Email: _____

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

1) Company Name: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Email: _____

Phone: _____ * Fax: _____

3) Company Name: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Email: _____

Phone: _____ * Fax: _____

2) Company Name: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Email: _____

Phone: _____ * Fax: _____

4) Company Name: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Email: _____

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: _____



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Company Name: _____

Trade Name or dba: _____

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 _____

PERSONAL AND CONTINUING 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 _____

Thank You for choosing Swift Electrical Supply!

Teterboro (HQ) 100 Hollister Rd. Teterboro, NJ 07608 Ph: (201) 462-0900 Fax: (201) 462-0130	East Brunswick 10 Alvin Ct. Suite 108 E. Brunswick, NJ 08816 Ph: (732) 613-1010 Fax: (732) 613-0999	Valley Cottage 709 Executive Blvd. Valley Cottage, NY 10989 Ph: (845) 623-3425 Fax: (815) 623-6654	Hawthorne 12 Skyline Dr. Hawthorne, NY 10523 Ph: (914) 784-0005 Fax: (914) 784-0035
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