

EMSCO Electric Supply Co., Inc.

Wholesale Distributors

PO Box 1607
Oklahoma City, OK 73101
Phone: 405-235-6331
Salesman: Michael Joseph

1101 W. Sheridan Ave.
Oklahoma City, OK 73106
CreditDept@emscoelectric.com



Credit Application

REV 6.27.2017

Business		
Address		
City	State	Zip
Phone	Fax	
Email		

Type of Business	Yrs. In Business
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Gov. Agency <input type="checkbox"/> Other	
Purchase Order Req. <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Email <input type="checkbox"/> Fax Invoices/Statements to

Company Officers/Partners	Name	Title	SSN	Phone
	Name	Title	SSN	Phone
	Name	Title	SSN	Phone
	Name	Title	SSN	Phone

If Subsidiary – Please Provide Name of Parent Co/Address/Contact Officers and Phone

Banking	Name	Contact	Phone
	Address		<input type="checkbox"/> Checking <input type="checkbox"/> Savings
	Name	Contact	Phone
	Address		<input type="checkbox"/> Checking <input type="checkbox"/> Savings

Trade Reference	Name	Account No	Phone
	Address		Fax
	Name	Account No	Phone
	Address		Fax
	Name	Account No	Phone
	Address		Fax

Terms & Conditions

STATEMENT: In consideration of credit being extended by EMSCO ELECTRIC SUPPLY CO., INC., the undersigned understands (1) that it will be paying a Time Price as defined below; (2) that the information contained herein is being relied upon by EMSCO ELECTRIC SUPPLY CO., INC., for the extension of credit; (3) that the information stated above by the undersigned is true and correct; (4) that the undersigned agrees to make payment as set forth hereafter.

ALL PRICES NET, but may be subject to a cash discount for payment of account in full on or before the 10th of the month following purchase. Accounts are due by the 25th of the month following the month of purchase. Accounts not paid by the 25th of the month following purchase are subject to C.O.D. terms thereafter. Interest of 1 1/2 % per month - 18% per annum - will be charged on all past due accounts beginning 30 days after date due.

MECHANICS' LIENS: Buyer, as inducement to seller to sell and deliver the items agreed upon, hereby expressly represents to seller that buyer has not done, and will not do, either directly or indirectly, anything whatsoever which has, or will have, the effect of releasing, waiving, or surrendering the Mechanics' Lien rights of seller on the property to be improved. No Waivers of Lien for materials shall be required of seller until the same shall have been fully paid for. Upon demand by seller, buyer shall be obligated to immediately furnish seller with all necessary legal descriptions and all other relevant information necessary for seller to perfect a Mechanics' Lien or bond claim.

DAMAGES: Buyer agrees to pay EMSCO all court costs, recording fees, reasonable attorney's fees, and other expenses incurred by seller in securing seller's Mechanics' Lien and bond claims. Buyer agrees to pay all expenses of EMSCO, including those above, in the enforcement of this contract in the event of default by the buyer to pay according to the terms stated herein.

DELIVERY AND PURCHASES: Buyer authorizes purchases and deliveries to be made without signature. Buyer shall have an agent on the job site to receipt for all materials. In case of agent's absence, seller may, at its option, deliver the same, and the driver's signature and statement in writing as to articles so delivered shall be conclusive evidence of delivery of said articles. All materials when delivered and receipted shall become the sole responsibility of the buyer thereafter and all risks of loss thereafter shall be the buyer's. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon buyer's vehicle, even if seller loads or helps load materials in or upon buyer's vehicle. Buyer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading materials in or upon buyer's vehicle.

MATERIALS RETURNED: Unless due to seller's error, no materials are to be returned or credit allowed without seller's prior authorization. Authorized returns in good condition are credited at invoice price less 20% to cover handling and service charges and expenses. Special ordered, non-stock merchandise may not be returned. All returns for credit must be accompanied by a purchase receipt.

DISCLAIMER OF RESPONSIBILITY AND LIABILITY: EMSCO ELECTRIC SUPPLY CO., INC., is not the manufacturer of any merchandise it sells. EMSCO HEREBY DISCLAIMS any warranty, liability or responsibility for any merchandise sold, including any warranty of "merchantability" or of "fitness or suitability for a particular purpose," such liability being wholly that of the manufacturer. These goods and products are sold by EMSCO "as is" and with all faults. FURTHER, EMSCO disclaims and will not be responsible for any damages or injury caused by the failure of products sold, nor will it be responsible for consequential damages alleged to be the result of the failure of said products sold. BUYER hereby expressly acknowledges having read this paragraph, agrees and consents to the terms expressed thereby and waives any and all claims, demands or rights to the contrary.

PLEASE READ THE ABOVE TERMS AND CONDITIONS OF SALE AND DO NOT HESITATE TO ASK US ABOUT ANY OF THEM IF YOU SHOULD HAVE ANY QUESTIONS OR DO NOT UNDERSTAND THEM.

GUARANTY AGREEMENT

In consideration of the extension of credit granted by EMSCO ELECTRIC SUPPLY CO., INC., to CREDIT APPLICANT, the undersigned Guarantor does hereby unconditionally guarantee payment of whatever amount the Credit Applicant, named on the reverse side hereof, shall at any time be owing on account of goods and materials hereafter delivered, furnished or supplied, whether said indebtedness is in the form of contract, notes, bills or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by EMSCO. The undersigned Guarantor further agrees to pay all expenses, including court costs, attorney's fees paid or incurred by EMSCO in collection of any or all amounts owed EMSCO by the Credit Applicant or in enforcing this guaranty agreement.

This guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by EMSCO ELECTRIC SUPPLY CO., INC.

All diligence in collection and all presentment, demand, protest and/or notice as to anyone or everyone, of dishonor and default and of non-payment and of any and all extensions of credit and indulgence hereunder, are expressly waived.

The liability of the undersigned Guarantor(s) shall be joint and several with Credit Applicant and payment from the Guarantor of monies due and owing as a result of this guaranty agreement shall be due when due from Credit Applicant without further demand of Guarantor by EMSCO ELECTRIC SUPPLY CO., INC.

CREDIT APPLICANT:

Guarantor (sign individually)

Print Name of business or corporation

Print Guarantor Name

Signature and title of authorized representative of business or corporation

Guarantor Home Address

Date

Guarantor (sign individually)

Print Guarantor Name

Guarantor Home Address