



Credit Application

For the purposes of inducing Conductix Inc to sell merchandise on credit to the applicant named below, and intending and understanding that Conductix Inc will rely on such information when extending credit, the applicant submits this credit application and warrants that all information contained in this Credit Application is true and correct.

Applicant

Legal Business Name _____

Trade Name of Business (if any) _____

Billing address _____

City _____ County _____ State _____ Zip _____

Business Address _____

City _____ County _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Web Site _____

Background Information

Type of Business: Contractor Consultant Distributor OEM User

Description of Business / Type of Product _____

Federal ID or Social Security No _____ State Tax ID No _____

Years in Business _____ Years at current location _____ D&B No _____

Type of Entity: *Corporation *Partnership Sole Proprietor Other _____

*If a Corporation or Partnership, please indicate the State of Organization _____

Indicate principal officers, general partners and/or owners:

Name Title

Purchasing Authority? Yes No

Name Title

Purchasing Authority? Yes No

Others authorized to purchase on this account _____

Bank References

Main Bank Name _____ Telephone _____

Main Bank Address _____

City _____ State _____ Zip _____

Checking Account No _____ Saving Account No _____

Trade References

List principal suppliers with whom applicant has an open account.

Name/ Acct #	Address, City, St. , Zip	Phone & Fax No
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Is merchandise for resale? No Yes Resale No _____ (If you are **non-taxable** in CA, CT, GA, IA, IL, IN, KS, KY, NE, NY, OH, SC, TX and/or WA, please attach resale certificate)

Has Applicant or its principals been involved in a bankruptcy proceeding? No Yes

Credit Terms

- Accounts payment are NET 30 Days
- Accounts will be assessed a monthly service charge equal to one and one-half percent (1.5%) of any amounts not timely paid. Such charge will accrue on the same day of each month commencing on the day such unpaid amount was due.
- Conductix, Inc terms and conditions supersede any terms and conditions on our customers' purchase orders, and that our acceptance of our customers' purchase orders is expressly conditioned on their acceptance of our terms and conditions.
- Returns of merchandise for credit are not allowed without prior authorization. All merchandise returned is subject to a handling charge. All claims for shortage or allowance must be made on the delivery date.
- Merchandise furnished for use in the improvement or real property may be subject to the mechanic's lien laws of the State.
- If Conductix Inc takes or commences any action or proceeding and/or hires an attorney to collect any delinquent amounts on applicant's account, applicant will pay to Conductix Inc the attorneys' fees and costs incurred by Conductix Inc, which will include, but is not limited to all expert witness fees, other witness fees and associated expenses. Conductix Inc may file or commence such action or proceeding in any court of competent jurisdiction which Conductix Inc in its sole discretion determines. The laws of the State in which such action or proceeding is filed or commenced will govern.

Applicant agrees to and accepts the foregoing credit terms.

Signature _____ Date _____

Print Name _____ Title _____

Continuing Guaranty

For the purposes of inducing Conductix Inc to sell merchandise on credit to the applicant named above, the undersigned ("Guarantor") jointly and severally, unconditionally guarantee and promise to pay to Conductix Inc on a continuing basis, all amounts which such applicant now or in the future owes or may owe to Conductix, Inc on account of or with respect to merchandise sold by Conductix, Inc to such applicant and all costs, fees and expenses, including attorneys' fees and costs incurred by Conductix, Inc in or with respect to the collection of the amounts owed to it by the applicant or the collection or enforcement of or in any way connected with this guaranty. Guarantor's obligations under this Guaranty are independent of and in addition to obligations of applicant and Conductix, Inc may proceed against Guaranty in any court of competent jurisdiction which Conductix, Inc in its sole discretion determines. The laws of the state in which such action of proceeding is filed or commenced will govern.

Signature _____

Date _____

Print Name _____

Signature _____

Date _____

Print Name _____

**Please Return Credit Application to: Deborah Williams
Accounting.us@conductix.com / Fax: (800) 334-3283**