



Ph: 586.795.2400 Fax: 586.795.2553



BRANCH NO.	FOR INTERNAL USE ONLY
	WEB-SITE ACCOUNT
	ACCOUNT NO.

## CREDIT APPLICATION FOR INDUSTRIAL ACCOUNT - NET 30 DAYS

Company Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

BILL TO _____
_____
_____
CITY _____ STATE _____ ZIP CODE _____

SHIP TO _____
_____
_____
CITY _____ STATE _____ ZIP CODE _____

Corporation    Partnership    Proprietorship   Date Incorporated or Business Started: \_\_\_\_/\_\_\_\_/\_\_\_\_   ISO Certified    Yes    No

Business Type:    Manufacturer    Distributor    Service    Minority    Other \_\_\_\_\_   SIC No. \_\_\_\_\_

Is the company a division or related to any other company?    Yes    No   Relationship \_\_\_\_\_

If yes, name of company and address \_\_\_\_\_

D&B No. \_\_\_\_\_ Estimated Monthly Purchases \$ \_\_\_\_\_ Requested Line of Credit \$ \_\_\_\_\_

## BANK INFORMATION

Bank Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Company Name \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Business Checking Account Number(s) \_\_\_\_\_

## TRADE REFERENCES

NAME	ADDRESS	PHONE NUMBER
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

## COMPANY PERSONNEL

Purchasing Manager \_\_\_\_\_ Accounts Payable Manager \_\_\_\_\_

Buyer \_\_\_\_\_ Controller \_\_\_\_\_

Sales Manager \_\_\_\_\_ Total No. of Employees \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

MICHIGAN SALES AND USE TAX CERTIFICATE OF EXEMPTION

This certificate is invalid unless all four sections are completed by the purchaser.

Section 1. Check one of the following

- One time purchase, Blanket certificate

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made under this certificate:

(Vendor's Name)

and certifies that this claim is based upon the purchaser's proposed use of the items or services, or the status of the purchaser.

Section 2. Items covered by this certificate:

- All items purchased, Limited to the following items:

Section 3. Basis for exemption claim:

Resale

- At retail - Sales Tax Registration Number, At Wholesale - No Number Required, Agricultural Production, Industrial Processing

Non-Profit Organizations

- Government Entity, Nonprofit School, Nonprofit Hospital, and Church, Internal Revenue Code Section 501(c)(3) and 501(c)(4) Organizations, Exempt letter from the State of Michigan, Other (explain):

Section 4. Certification:

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law.

Form with fields for Purchaser, Street Address, Area Code / Telephone No., City, State, Zip Code, Signature and Title, Date Signed, Name (Print or Typed)

1A blanket certification is valid for four years from date of signature unless an earlier expiration date is listed below:

Expiration date, if less than four years:

Please fax completed application to corporate offices at 586.620.5313

REMIT TO: E&R INDUSTRIAL SALES, INC. 16294 COLLECTION CENTER CHICAGO, IL 60693

Sterling Heights, MI - #1 40800 Enterprise Drive Sterling Hts, MI 48314 Phone: 586.795.2400 Fax: 586.795.2553



# TERMS AND CONDITIONS OF CREDIT SERVICES

## **ACCEPTANCE OF TERMS AND CONDITIONS:**

Orders are accepted on the basis of terms and conditions in effect at the time the order is received and approved by E&R Industrial Sales ("Seller") Main Offices. Acceptance of any products delivered hereunder by E&R shall constitute Buyer's agreement to these terms and conditions as described in this document or in our invoices and order forms. No conditions stated by Buyer in its offer or acceptance shall be binding on "Seller" if in conflict with, inconsistent with, or in addition to, "Seller" terms and conditions. Credit is conditional upon determination by "Seller" each time an order is received.

## **PRICES:**

Prices and pricing policies will be those set forth in "Seller" price lists in effect at the time of shipment. Prices are subject to change without notice.

## **MINIMUM ORDER:**

Orders are subject to a minimum charge of \$25.00. (There is no minimum on cash sales at branch showrooms.) Returned checks are subject to a \$20.00 charge.

## **TERMS OF PAYMENT**

### **INSTANT CREDIT :**

Instant credit will apply for all new customers that place a first order with E&R.

First order instant credit is subject to Dun & Bradstreet or equivalent credit rating services. To open an industrial account with 30 day net terms, a valid credit application must be completed and on file with E&R Credit Services. Refer to the Industrial Account Credit Application.

### **INDUSTRIAL ACCOUNTS - NET 30 DAYS :**

Prompt payment is expected. Unless otherwise agreed to in writing, upon approved credit, terms of payment shall be 30 Days Net.

### **EARLY PAYMENT DISCOUNT:**

1% Discount applies to net invoice due if paid within 10 days. Account must be current. Discount not applicable to leasing companies, lease payment(s), or lease pay-off.

Past due invoices are subject to a service charge of 1 1/2% per month (18% per annum, or the maximum legal rate) from invoice date until paid.

PAST DUE PENALTY

### **45 DAYS - CREDIT HOLD:**

Unpaid past due invoices over 45 days are subject to credit hold unless otherwise agreed to contractually.

### **60 DAYS - OVERDUE – CREDIT REVOKED AND C.O.D. APPLIES:**

Unpaid past due invoices over 60 days are automatically on credit hold, C.O.D. (cash on delivery) status applies unless otherwise agreed to contractually

### **90 DAYS – OVERDUE – LEGAL ACTION:**

Unpaid past due invoices over 90 days are automatically on credit hold, C.O.D. (cash on delivery) and subject to legal action unless otherwise agreed to contractually.

If Buyer then fails to fulfill these terms after 90 days, or if "Seller" at any time has any doubt as to Buyer's financial responsibility, "Seller" may demand immediate full payment and decline to make further deliveries except against C.O.D. (cash on delivery) or satisfactory security. Legal action may follow. (Note: Contested or disputed invoices will be taken into consideration before credit hold, C.O.D. or revoked credit applies.)

### **CREDIT CARD ORDERING:**

We accept major credit cards at all our locations including American Express, Master Card and VISA.

### **LEASING:**

Leasing for capitol equipment and other grouped products are subject to leasing rates and terms determined by an approved lending institution selected by E&R.

### **DELIVERIES:**

Products will be delivered F.O.B. at the "Seller" location of origin or factory of manufacturer (on special drop ship orders, machinery, heavy equipment) in good condition and properly consigned, at your risk. Prepayment or allowance of freight by E&R shall not affect this provision. We shall not be liable for any injury, loss, damage, or delay in delivery resulting from the handling or use of the goods after or during such delivery. Freight will be billed unless otherwise agreed contractually.

### **RETURNS:**

Customer must obtain a return goods authorization ("RGA") prior to returning goods. Unless we have erred in filling your order, all returns must be prepaid. No merchandise will be accepted for return that is considered "special order" or which has been held for over 30 days. We reserve the right to determine if the Buyer has abused the item in question. Any returned product must be in new condition. If it cannot be returned to stock in new condition, credit will not be given. All returns must be accompanied by the shipper or invoice. Orders returned due to customer error must be prepaid and are subject to restocking charge. No merchandise will be accepted without an "RGA" No.

### **WARRANTY:**

As the "seller" we make no warranties, expressed or implied, of performance, workmanship, quality, durability or suitability of the merchandise in any respect for the purpose and uses of the buyer. The only warranties applying to material sold are those specifically provided by the manufacturer. Seller further makes no express warranties or implied warranties with respect to any changes, alterations or modifications made in materials at the request or instruction of the purchaser. The obligations of the seller are limited to replacement of defective parts or the refund of the purchase price. Seller is not liable for incidental or consequential damages. This warranty is in lieu of all other warranties, express or implied. In no event shall E&R Industrial Sales, Inc. be liable for any special, incidental or consequential damages (including, but not limited to, lost profits).

### **SALES AND OTHER TAXES:**

Unless otherwise stated, "Seller" net prices do not include any taxes whatsoever. Taxes will be added to conform with the state requirements. Buyer agrees to pay all sales taxes unless a proper sales tax exemption certificate is completed and filed with the "Seller". This includes a Sales Tax ID number or Federal ID No.