

# TURTLE & HUGHES

ELECTRICAL & INDUSTRIAL DISTRIBUTOR

1900 Lower Road, Linden, NJ 07036  
Phone: (732) 574-3600 – Fax: (732) 453-0685  
Email: ARteam@turtle.com

APPLICATION FOR BUSINESS CREDIT  
www.turtle.com

On the basis of the following data, I/we hereby apply to Turtle & Hughes, Inc. for credit accommodations. 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 & conditions and personal guarantee of sales, as printed below.

Legal Name of Business (Purchaser) \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Trade Name \_\_\_\_\_

(Billing) Actual Location of Business \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

City/State/Zip \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Accounts Payable Email Address: \_\_\_\_\_

Sole Proprietorship: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_ LLC: \_\_\_\_\_

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

### Principal and/or Officers:

<u>Name</u>	<u>Title</u>	<u>Residence</u>	<u>Social Security Number</u>
A. _____			
B. _____			

### Trade References (Complete Name, Address, Telephone & Fax Number):

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

### Financial Information (Please include recent Financial Statement):

Bank \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_ Account# \_\_\_\_\_

Bonding Company \_\_\_\_\_

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### I HAVE READ AND AGREE TO THE ATTACHED TERMS AND CONDITIONS

Date \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Company \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Title \_\_\_\_\_ (MUST BE AN OFFICER)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Personally known \_\_\_\_ or produced \_\_\_\_\_ (type of identification)

\_\_\_\_\_  
Signature of Notary Public. Print, Type or Stamp Commissioned name of Notary Public.

Salesman Name: _____
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# TERMS & CONDITIONS OF SALE

1. Turtle & Hughes Inc. (Seller) hereby gives notice of its objection to any different or additional terms & conditions.
2. All offers to sell are made F.O.B. point of shipment. Buyer has risk of loss upon shipment from F.O.B. point.
3. Payment terms are 30 days from invoice date.
4. Cash discounts for special items, direct shipments or negotiated jobs will be the same as the manufacturer making shipment and will be so indicated on our invoice. Any discount payments received beyond 10 days from the invoice date will be denied and charged back.
5. In the event Buyer does not pay when due, past due amounts are subject to service charges of 1½ percent per month (18% per annum) or maximum permitted by law, whichever is less.
6. All products supplied or services rendered are warranted only to the extent of each manufacturer's individual warranty. Any manufacturer warranties will be furnished upon request.
7. Seller shall not be liable for any labor or back charges other than those agreed upon in advance, between Buyer and Seller in writing. This acceptance agreement of charges must be documented and endorsed by Seller to be valid.
8. No sales representative of the seller has authority to alter, vary, or waive any of the standard terms and conditions herein.
9. In the event the account is placed in the hands of an attorney or collection agency for collection after default in payment pursuant to the payment terms set forth herein, the customer agrees to pay thirty (30%) percent of the unpaid balance due for attorney's fees, which the customer and guarantor below agree is a reasonable fee, together with applicable costs.
10. Seller is not accountable or liable for delays in delivery. Factory delivery dates are the best estimates of our suppliers. In no case shall Seller be liable for any consequential, incidental or special damages arising from any delay in delivery.
11. The seller or an authorized representative of seller has my permission to contact any references or any other commercial credit agencies.
12. Purchaser acknowledges and agrees that the merchandise sold herein is being purchased for business, commercial, or industrial use and not for consumer, personal or family household purposes.
13. Turtle & Hughes, Inc. makes no representations, and bears no responsibility, as to the installation, use or other disposition of the merchandise sold hereby, and, accordingly, Purchaser agrees to indemnify and to hold harmless Turtle & Hughes, Inc. from any liability for injury or damages arising out of, or in any way connected with, or pertaining to the sale, installation, use or other disposition of the merchandise sold herein.
14. Merchandise made to Purchaser's specifications or of special manufacture, or ordered especially for Purchaser, is sold subject to the condition that such order is non-cancellable.
15. Purchaser accepts primary liability for the payment of all merchandise shipped and/or billed and waives the right to use as a defense against payment, the obligation by a third party to pay for said merchandise.
16. Purchasers who are liable for State sales tax shall remain liable for the payment of State sales tax and all other applicable taxes whether or not charged by Turtle & Hughes, Inc. Furthermore, Purchaser agrees to reimburse Turtle & Hughes, Inc. for all assessments, penalties, interest and similar charges levied by the State or any of its political subdivisions, departments or agents, or by any other taxing authority, arising out of, relating to or in any way connected with, or relating to Purchaser's failure to fulfill its obligation under the terms of this clause and the State Sales Tax Regulations, or any other applicable tax regulation(s) or law(s).
17. Purchaser agrees to have agents and facilities available to accept all deliveries of merchandise pursuant to orders placed with Turtle & Hughes, Inc., for shipment to Purchaser's office, warehouse, jobsite or any other designated location.
18. Purchaser shall hold Turtle & Hughes, Inc. harmless in all actions, proceedings, and litigation arising out of charges brought against manufacturer(s) whose products are sold by Turtle & Hughes, Inc.
19. If any provision (or any part of any provision) contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) hereof. No modification, amendment or waiver with respect to these Terms and Conditions shall be valid or enforceable against Turtle & Hughes, Inc. unless in writing and signed by an authorized officer of Turtle & Hughes, Inc.
20. PURCHASER AGREES TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO OR ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, OR PERTAINING TO ANY SALES MADE BY TURTLE & HUGHES, INC. TO PURCHASER, FOR THE USE OR OTHER DISPOSITION OF THE MERCHANDISE SOLD HEREIN, OR ANY CLAIM FOR INJURY OR DAMAGES ARISING THEREFROM.
21. APPLICABLE LAW – Any disputes which arise between Turtle & Hughes, Inc. and the Purchaser shall be governed by and construed under the laws of the State of New Jersey.
22. Buyer grants to Turtle & Hughes, Inc. a purchase money security interest under the Uniform Commercial Code in all Goods purchased from Turtle & Hughes, Inc., until the goods are paid in full. If Buyer fails to pay for the Goods as agreed, Turtle & Hughes, Inc. may repossess any Goods in which it retains a security interest and Turtle & Hughes, Inc. shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code. Buyer authorizes Turtle & Hughes, Inc. to file financing statements covering the Goods. Further, to secure the representations and covenants made by Buyer in this agreement, Buyer hereby grants Turtle & Hughes, Inc. a continuing security interest in all personal property and fixtures in which Buyer has an interest, now or hereafter existing or acquired, and whosoever located, tangible or intangible, including but not limited to, inventory, furniture, vehicles, receivables, accounts, notes, cash or cash equivalents, and all promises or duty to pay money, now or hereafter owned or acquired by Buyer. Further to this purpose, Buyer hereby grants Turtle & Hughes, Inc. and its agents Power of Attorney to sign its name on any applicable financing statements (UCC1 and otherwise) in order to effectuate filing(s) on the aforementioned assets of Buyer. Upon any default in payment by Buyer, pursuant to Turtle & Hughes, Inc.'s Terms and Conditions of Sale, Turtle & Hughes, Inc. may enforce said security agreement in accordance with the provisions of the Uniform Commercial Code.
23. The undersigned has read, understands and agrees to all of the terms and conditions stated on this Credit Application. I understand that if any portion of this Agreement is unenforceable, the remaining provisions will be enforceable. I further acknowledge receipt of a copy of this Agreement. I state that I have not been coerced and that I am not signing this Agreement under any duress.

