ELITE SALES, INC.
9445 S.W. 40th Street · Miami, Florida 33165
(800) 458-6659 · (305) 262-3859 Fax
elitesalesinc.com

CREDIT APPLICATION

Customer account services

Customer Name (hereinafter referred to as “Applicant”)

Application Date | Sales Rep Name

01 / GENERAL INFORMATION

1. Firm or Business Name

2. Doing Business As (DBA)

3. Street Address

4. Billing Address

5. City | State | Zip

6. Telephone | Fax

7. Please list all offices and/or affiliate addresses below:

8. Applicant’s E-Mail Address

9. Authorized Person’s E-Mail Address for invoices

10. Accounts Payable Contact Name | Accounts Payable E-Mail Address

11. Years in Business | 12. Federal Tax Number | Re-sale Tax Number

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BUSINESS & AUTHORIZATION

02 / GENERAL INFORMATION / CONTINUED

13. Type of Business

☐ Sole Proprietorship ☐ Corporation ☐ Individual
☐ Partnership ☐ Subsidiary

14. If Individual: Social Security Number

15. Type of work

☐ Rigging Shop ☐ Oil and Gas ☐ Construction ☐ Other: _____

16. Proprietor, Partners, Officers, if incorporated:

Name | Home Address

City | State | Zip Code | SS#

Name | Home Address

City | State | Zip Code | SS#

17. Year Business Established | 18. At Present Location Since?

19. List employee(s) names and titles that can sign contracts and/or authorize purchase orders/work orders on behalf of your company:

1. Name and title | 2. Name and title

3. Name and title | 4. Name and title

20. Are you accredited by the Better Business Bureau? ☐ Yes ☐ No

21. Anticipated Monthly Purchases

22. Terms Requested: ☐ Net 30 ☐ Other: _____

23. Purchase Order Required: ☐ Yes ☐ No

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CREDIT REFERENCES

Please provide five credit references. References 01–03 are on this page.

CREDIT REFERENCE 01

Company Name

Mailing Address

Telephone Number | Fax Number

Contact Person | Title

E-Mail Address | How Long Doing Business With This Company?

CREDIT REFERENCE 02

Company Name

Mailing Address

Telephone Number | Fax Number

Contact Person | Title

E-Mail Address | How Long Doing Business With This Company?

CREDIT REFERENCE 03

Company Name

Mailing Address

Telephone Number | Fax Number

Contact Person | Title

E-Mail Address | How Long Doing Business With This Company?

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CREDIT & BANK REFERENCES

Credit references 04–05 and bank information.

CREDIT REFERENCE 04

Company Name

Mailing Address

Telephone Number | Fax Number

Contact Person | Title

E-Mail Address | How Long Doing Business With This Company?

CREDIT REFERENCE 05

Company Name

Mailing Address

Telephone Number | Fax Number

Contact Person | Title

E-Mail Address | How Long Doing Business With This Company?

03 / BANK REFERENCE

Bank Name | Account

Address

Contact Person | Phone

Date account opened

Applicant authorizes Elite Sales Inc. (hereinafter “Seller”) to contact references listed above. Applicant understands that this information will be held in strict confidence and be used solely for determining extension of credit to Applicant.

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TERMS & CONDITIONS

(The following section must be READ, SIGNED, and RETURNED with the Credit Application)

1. GENERAL TERMS: This is a memorandum of the terms and conditions of sale. Modifications, changes, additions, cancellations or suspensions will not be binding unless accepted in writing. When your orders contain provisions inconsistent with the provisions of the invoice, ours shall prevail and any changes in quantities ordered are subject to price revision if necessary.

2. TITLE AND RISK: Unless otherwise specified in writing, the Seller retains title until payment is received by Seller. Irrespective of this provision, and of the provision concerning prices and transportation charges, risk of loss or damage shall pass to Applicant or to any common contract carrier, as the case may be, whichever first occurs. If we assist Applicant in processing claims against carriers, we shall not incur any liability therefore.

3. DELAYS: All estimates as to deliveries are based upon conditions prevailing at date of quotation and Seller will use his best efforts to meet the estimated delivery date. In the event there are delays in deliveries, the Seller shall not be liable therefore and the Applicant agrees to accept such deliveries when made by Seller. If the Seller is unable to deliver material on account of Applicant's orders or contracts for any of the following causes, inadequacy of labor, fuel, power, materials, facilities of supplies, strikes, lockouts, war, blockages or embargoes, acts or requirements of any State or beyond reasonable control of the Seller, whether of a similar or different nature than the foregoing, the Seller may cancel the Applicant's order or contract with respect to such material without liability to either party.

4. CANCELLATION: Orders shall not be canceled except upon mutual agreement. Seller will not in any event agree to cancellation when special stock has been manufactured to order, because of any price changes.

5. CREDIT POLICY: Payments of each invoice whether or not such invoice covers the entire order, shall be made in accordance with the terms of payment which are effective on the actual date of invoice; cash discount, when allowed does not apply to State or Federal taxes, transportation charges or containers. Past due accounts are subject to an Administrative Late Charge of 1.5% per month. In the event that legal action is required for collection of past due monies, Applicant shall pay all attorney's fees and court costs. In the event the invoice is placed for collection, the invoice amount together with all attorneys' fees ad costs shall bear interest at the maximum rate allowed by law. A fee of $35.00 will be charged on all NSF checks. Applicant understands that Seller may from time to time extend or refuse additional credit, at Seller's discretion.

6. ADEQUATE ASSURANCE OF PERFORMANCE: If the Applicant fails to fulfill the terms of payment of any invoice or if the financial responsibility of the Applicant shall become impaired or unsatisfactory to the Seller, or if necessitated by any acts of governmental authority, the Seller reserves the rights to change terms of payment and/or deter or discontinue further shipments without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of Applicant's credit standing are received by the Seller or until such acts or requirements of such governmental authority shall have been complied with. The Seller also reserves the right in the case of any of the foregoing events to cancel the contract, in which event the Applicant shall compensate the Seller for any commitments, obligations, expenditures, expenses and costs the Seller may have incurred in connection with the contract. Each shipment by the Seller shall be considered a separate transaction and if payment is not received therefore within the periods specified herein, the Seller may bring a separate suit to recover the contract price of each such shipment.

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TERMS & ACCEPTANCE

Terms and conditions / continued

7. APPLICANT'S INSPECTION DUTIES: As soon as the goods are delivered to Applicant, Applicant shall inspect the goods, whether or not the inspection of the goods is difficult due to size of the goods or manner of packaging of the goods. Notice in writing shall be given with 48 hours of receipt of goods of any defects or omissions. Failure to give written notice specifying in detail the objections of the Applicant, within 48 hours after receipt shall constitute irrevocable acceptance of the goods. Goods subject to complaint must be kept intact and protected until Seller has had a reasonable opportunity to inspect the goods and arrange for repair or replacement of the goods.

8. LIMITATION OF DAMAGES OR APPLICANT'S REMEDIES: The goods sold are warranted to be free from defect in material and workmanship for a period set forth by the manufacturer. NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE MADE BY THE SELLER. SELLER HEREBY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, ONE OR MORE OF THE EXLUSIONS MAY NOT APPLY TO CONSUMER PURCHASES LOCATED IN SUCH STATES. Applicant's exclusive remedy on account of the furnishing of material that does not conform to this contract shall be, at Seller's option, to secure replacement thereof or payment of the claim (which shall not exceed the purchase price of goods in respect of which such claim is made); in no event shall Seller be liable for special, indirect, or consequential damages.

9. AUTHORITY OF SELLER'S AGENTS: No agent, employee, or representative of Seller, has any authority to bind Seller to any affirmation, presentation, or warrant concerning the goods sold, unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this writing, it has not formed a part of the bases of this bargain and shall not in any way be enforceable.

10. MODIFICATION: These terms and conditions of sale can be modified or rescinded only by a writing signed by Seller.

11. CONSTRUCTION, VENUE, ATTORNEYS' FEES: This agreement shall be interpreted under the laws of the State of Florida and jurisdiction and venue for the resolution of any dispute arising from this agreement shall be in any judicial district in the County of Miami- Dade as selected by Seller or in any other venue in this State as selected by Seller. In the event that legal action is required for collection of past due monies or a dispute arises in connection with this agreement, including, without limitation, the enforcement thereof, the prevailing party shall be entitled to the recovery of all reasonable attorneys' fees and costs incurred in connection therewith, whether suit be brought or not. The provisions of this agreement are severable. Unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

Please submit original RE-SALE certificate.

04 / APPLICANT ACCEPTANCE

I AGREE TO THE TERMS ABOVE
AND AUTHORIZE THE RELEASE OF INFORMATION:

I hereby warrant that the above information is true and correct, and is furnished for the purpose of establishing a relationship with Elite Sales Inc. I hereby agree that Elite Sales Inc. may investigate my record and that, if approved, Elite Sales Inc., may furnish this authorization to secure the information they need to establish a business relationship.

Name _____ Title _____