## CONFIDENTIAL CREDIT APPLICATION

Southern Elevator
\& ELECTRIC SUPPLY

## FAX Application to 954-917-7337 or EMAIL to ar@seesinc.com



ACTIVE TRADE REFERENCES (Please list the names of your major suppliers from whom you buy on open account.)

| Company Name | E-Mail address |
| :--- | :--- |
| Phone: | Fax: |
| Company Name | E-Mail address |
| Phone: | Fax: |
| Company Name | E-Mail address |
| Phone: | Fax: |

## CONFIDENTIAL CREDIT APPLICATION

## TERMS \& CONDITIONS

This credit application is made to S.E.E.S. Inc. (Southern Elevator \& Electric Supply) for the purpose of evaluating extension of credit to the Applicant named below, and in accordance with the following terms:

1. Upon approval of the application, SEES in its sole discretion, and not withstanding any request of the Applicant, shall have the right to terminate Applicant's credit privileges under this Application at any time, without prior notice to applicant, except as otherwise provided by law.
2. All purchases by Applicant from SEES will be made in accordance with the terms and conditions of this Application and any invoices and/or documents evidencing Applicant's obligations to SEES Inc, all of which are incorporated herein by its reference.
3. All returned checks from the Applicant are subject to a $\$ 35.00$ charge each time the check is returned. If a check is returned a second time, payment to replace the check and all fees must be paid via cash, cashier's check or money order. The fee will be waived if Applicant provides a letter from their bank stating said check was returned due to a bank error.
4. Applicant agrees to notify SEES, Inc. in the event of any changes in the information provided, but not limited to, a change in financial conditions, phone number, address or ownership.
5. Applicant agrees to notify SEES, Inc. in the event of a change in ownership immediately by registered mail, return receipt requested. The account is not transferable to the new owner and the items received but not paid for will not become the responsibility of the new owner. A new credit application will be required.
6. SEES, Inc. reserves the right to require an updated Credit Application to be completed upon request.
7. Based upon the credit line granted, a Personal Guaranty may be required.

SEES, Inc. forms of marketing, including SEES catalogs, website, flyers, emails is intended for professionals trained in the manufacture, installation, and maintenance of elevator and escalator systems. While the information is deemed reliable, SEES, Inc. disclaims any liability arising from misinterpretation or accidental misstatements.

LIMITED WARRANTY: All sales are final, subject to existing warranty provisions. The manufacturer's guarantees of the products we distribute are passed to the customer. We expressly limit our liability to any guarantees extended by the manufacturer and are not responsible for any consequential or indirect damages resulting from the application and use of these products. All SEES manufactured products are warranted free from defects in material and workmanship for a period of twelve months from the invoice date. SEES liability is limited to furnishing on an exchange basis, FOB shipping point, replacement for part(s) which have been promptly reported by the purchaser and inspected and confirmed by SEES to be defective. In no event whatsoever shall SEES, Inc. be liable for indirect, consequential, incidental, or special damages, including but not limited to, personal injury or property damage. The sole and exclusive remedy, and the limit of SEES liability for any type of loss shall NOT exceed the price paid by the purchaser for the product to which the claim is made. SEES shall not be responsible for any loss damage, labor charges, damage incurred during installation, damage incurred to other related parts, injuries, loss of income, incidental and consequential damages, or any loss whatsoever connected therewith. Our catalog is intended as a reference only, no claim is made as to the information herein, while every effort has been made, we cannot guarantee its accuracy. OEM part numbers are used for identification purposes only.

PRODUCT SUITABILITY: Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products, which may vary from those in neighboring areas. While SEES attempts to assure that its products comply with such codes, SEES cannot guarantee compliance, and is not responsible for how the product is installed or used. Before purchase and use of a product, the buyer shall perform due diligence to ensure that the product, installation, and use comply accordingly. Buyer accepts all responsibility for suitability of products.

PRODUCT PRICING: Product prices are subject to change without notice.

## CONFIDENTIAL CREDIT APPLICATION

ACCEPTANCE OF TERMS \& CONDITIONS: Customer agrees (i) to pay for all charges referenced on the invoice according to the terms set by SEES, Inc.; (ii) to pay a late charge equal to $1 \frac{1}{2} \%$ per month or $18 \%$ annually, (iii) pay all costs of collecting any unpaid balances owed SEES, Inc., including attorney's fees, court costs, filing fees, and all other collection related expenses incurred by SEES, Inc. (iv) All actions, claims, proceedings related to all transactions with SEES, Inc. shall be commenced and maintained exclusively in the State of Florida, and (v) and customer irrevocably consents to submit to the personal jurisdiction and venue of Florida courts. The validity, construction and performance of all invoices shall be governed and construed in accordance with Florida law.

By signing below, I/We certify that the above information is true and correct to the best of my/our knowledge and further agree that a facsimile or email version of this credit application shall be as binding as an original signature. I/We agree to supplement the information stated hereon upon request, and give our permission to Seller and/or its agents to verify and/or supplement the information stated herein. I/We acknowledge that the Seller may use third parties for credit services and for information to make credit decisions.

In the event that the account is placed for collection or a legal proceeding, the Applicant agrees to pay for all reasonable charges, including, but not limited to, collection costs, court costs, filing fees, damages, attorney's fees and disbursements up to $25 \%$ of the amount due and this will be added to the amount due to constitute our claim.

The person signing below certifies that they are a Principal of the Applicant Company and has the authority to enter into purchasing/credit agreements.

| Signature | Date |
| :---: | :---: |
| Printed Name | Title |
| Signature | Date |
| Printed Name | Title |
| For Office Use Only Terms $\qquad$ | Account \# |
| Credit Limit | Sales Rep |



## Southern Elevator

\& ELECTRIC SUPPLY

> 800-526-0026, fax 954-917-SEES (7337)
> 2781 West McNab Road
> Pompano Beach, FL 33069

## Terms

Applicant authorizes SEES Inc. to check all credit business associations without recourse. Our terms are Net 30 days. Applicant agrees to pay SEES Inc all indebtedness of whatever kind or nature now or hereafter, owned by Applicant to SEES Inc. whether incurred individually as a partnership or as a corporation. Applicant agrees to pay the costs of collection including attorney's fees should the account be referred to a collection agency or attorney.

All information given on the credit application will be held in strict confidence.
Name $\qquad$ Title $\qquad$

Signature $\qquad$ Date $\qquad$

## Personal Guarantee

In consideration for credit extended, the undersigned contracts and guarantees to the faithful payment, when due, of all accounts of the company seeking credit. This guarantee is unlimited in amount or duration and shall be construed as a continuing guarantee. The undersigned guarantor expressly waives all notice of acceptance of this guarantee and any notice of default by the company seeking credit and all other notices the guarantor might be entitled to. If signed by two or more guarantors, liability shall be joint and several. This guarantee shall be enforced in accordance with the laws of the state the creditor conducts its business.

Name $\qquad$ Title $\qquad$
Signature $\qquad$ Date $\qquad$

