



225 N. Route 303 Unit 108  
Congers, NY 10920  
PHONE: 800.451.5811  
FAX: 877.848.2727

## CREDIT APPLICATION AND AGREEMENT

ACCT# \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_ DATE \_\_\_\_\_ SALES REP \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TEL \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

TYPE OF BUSINESS: CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ SOLE PROPRIETORSHIP \_\_\_\_\_

YEARS IN BUSINESS \_\_\_\_\_ ARE YOU TAX EXEMPT? \_\_\_\_\_ IF YES, PLEASE SEND TAX EXEMPT FORMS

DATE OF INCORPORATION \_\_\_\_\_ STATE OF INCORPORATION \_\_\_\_\_

ARE YOUR JOBS BONDED? \_\_\_\_\_ IF YES, WHICH BONDING COMPANY DO YOU USE? \_\_\_\_\_

HAVE YOU EVER FILLED FOR BANKRUPTCY? \_\_\_\_\_ DO YOU HAVE ANY LIENS/JUDGMENTS AGAINST YOU? \_\_\_\_\_

NUMBER OF EMPLOYEES \_\_\_\_\_

ACCOUNTS PAYABLE / BOOKKEEPERS NAME \_\_\_\_\_ PHONE \_\_\_\_\_ CELL \_\_\_\_\_ EMAIL \_\_\_\_\_

PURCHASING AGENTS NAME \_\_\_\_\_ CELL PHONE \_\_\_\_\_

OUR JOBS ARE  COMMERCIAL  RESIDENTIAL  GOVERNMENT/CITY OPENING CREDIT LINE REQUESTED \_\_\_\_\_

PREFERRED METHOD OF PAYMENT  CREDIT CARD  ACH  WIRE  CHECK

### PRINCIPALS / OWNERS INFORMATION

NAME _____	NAME _____
STREET ADDRESS _____	STREET ADDRESS _____
CITY/STATE/ZIP _____	CITY/STATE/ZIP _____
HOME TELEPHONE# _____	HOME TELEPHONE# _____
CELL PHONE# _____	CELL PHONE# _____
EMAIL _____	EMAIL _____
SOCIAL SECURITY# _____	SOCIAL SECURITY# _____
DATE OF BIRTH _____	DATE OF BIRTH _____
SPOUSES NAME _____	SPOUSES NAME _____
DO YOU OWN OR RENT YOUR HOME? _____	DO YOU OWN OR RENT YOUR HOME? _____
PERSON COMPLETING THIS ON BEHALF APPLICANT PLEASE SIGN _____	

# TRADE REFERENCES

1. BUSINESS NAME \_\_\_\_\_ CONTACT NAME \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE# \_\_\_\_\_ FAX# \_\_\_\_\_ EMAIL \_\_\_\_\_  
ANNUAL SALES/PURCHASES \_\_\_\_\_

2. BUSINESS NAME \_\_\_\_\_ CONTACT NAME \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE# \_\_\_\_\_ FAX# \_\_\_\_\_ EMAIL \_\_\_\_\_  
ANNUAL SALES/PURCHASES \_\_\_\_\_

3. BUSINESS NAME \_\_\_\_\_ CONTACT NAME \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE# \_\_\_\_\_ FAX# \_\_\_\_\_ EMAIL \_\_\_\_\_  
ANNUAL SALES/PURCHASES \_\_\_\_\_

## TERMS & CONDITIONS OF TRADE FOR POWERPAK CIVIL AND SAFETY LLC

1. Payment terms are NET 30 days from invoice date upon credit approval. Open accounts are available to qualified customers providing three credit references and company D&B number along with the completed PowerPak Civil and Safety LLC (PPCS) Credit Application.
2. Orders may be phoned in to 800-451-5811 or faxed to 877.848.2727.
3. 5% Price Beat Powerpak will beat by 5% any price lower than the price for any goods published in PowerPak's Buyers guide if: (A) the buyer provides a current written quote or invoice displaying the lower price; (B) the quote or invoice is dated on or after (September 2016); (C) the goods quoted or invoiced is of the same brand, type and quality as a good stocked and advertised by PowerPak; (D) if the Buyer is eligible for free delivery – the quote or invoice includes delivery costs. This offer excludes reseller, clearance, Internet or contract pricing. Powerpak reserves the right not to accept any offer to purchase.
4. All pricing subject to change without notice. Please contact us for pricing confirmation, volume discounts and rebate programs.
5. The minimum order is \$50.00 excluding tax, otherwise a \$12.50 handling charge may be added to the order.
6. We are required by law to collect the appropriate current tax rate on invoice total for goods delivered within the States of New York, New Jersey and Connecticut. If you are tax-exempt, please submit your certificate.
7. PPCS Credit limit is set at \$5,000.00. It is at PPCS discretion to approve any additional amount as this becomes necessary and upon approval of a completed credit application. If this credit application and credit agreement is executed by a corporation, LLC, partnership or other business entity or company ("Company"), the undersigned individual represents and warrants that the Company has the power to enter into this Agreement, the execution of this Agreement by the undersigned has been duly authorized by the Company and this Agreement is in the best interest of the Company. Accounts with overdue balances may automatically have their credit withdrawn until all outstanding balances are paid.
8. A service charge/administrative fee of one and a half percent per month will be charged on all overdue accounts, which shall be defined as accounts remaining unpaid after thirty days of due date. In the event such rate should exceed the legally enforceable rate, buyer will pay the maximum which is legal and enforceable.
9. In the event the account is placed in the hands of a collection agency for collections after default in payment pursuant to the payment terms set forth herein, the customer agrees to pay twenty five percent of the unpaid balance due. In the event Powerpak directs the use of legal remedies to collect payments, the Buyer agrees to pay all cost and expenses including legal fees incurred in the course of collection or pendency of the action.
10. No Sales representatives of the seller has the authority to alter, vary, or waive any of the standard terms and conditions herein.
11. All shipping is FOB Congers, NY, best way, unless otherwise specified. Items temporarily back-ordered are immediately shipped upon arrival into our warehouse.
12. Items must be returned within 30 days of receipt and must be in sellable condition and original packaging. A (RA) return authorization number must be issued by PPCS before any product is returned to PPCS. All returns are subject to a 20% re-stocking fee. Shipping charges should be prepaid unless otherwise arranged in advance. Special Order items and custom-imprinted products are non-cancelable and non-returnable except for defective quality or workmanship. Outgoing shipping charges on products authorized to be returned to PPCS may be invoiced to the customer.
13. Our staff takes great care in filling, checking and packaging your order. On rare occasions, a package may be damaged or lost in transit. If a truck shipment is damaged or missing pieces, please note on the delivery receipt and obtain an inspection report from the truck line immediately. It is the responsibility of the consignee to do a piece count before receiving and signing for any shipment and file any damage or missing claims with the carrier promptly after inspection. Claims must be filed within 15 days of shipment. For assistance, please contact our customer service department at 800.451.5811.
14. All goods supplied by PPCS remain the property of PPCS until payment has been received in full. PPCS reserves the right to use reasonable means to claim these goods.

DATE: \_\_\_\_\_ SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

Please FAX to 877.848.2727 or Email to [accountsreceivable@powerpak.net](mailto:accountsreceivable@powerpak.net)