



The Furbay Electric Supply Company
 Mansfield Electric Supply Company
 330-454-3033
 (Fax) 330-454-6816

CREDIT APPLICATION AND AGREEMENT

Date _____ Furbay Sale's Rep _____
 Name of Company/Individual _____ County _____
 Billing Address _____
 Shipping Address _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____ Type of Business _____

Billing Information (Will pay by):

Invoice Statement

Is Purchase Order Required

Yes No

Tax Status

Taxable Exempt

Form of Business Organization

Corporation Individual Other

If Corporation, List Federal Tax I.D. Number _____

If Individual, Social Security No. and Date of Birth _____

Spouse's Name, Social Security No. and Date of Birth _____

If Incorporated, Name of: (a) President _____

(b) Vice President _____

(c) Treasurer _____

(d) Secretary _____

If partnership, list names, social security number, address, and phone number of partner(s)

Name	Social Security No.	Address	Telephone No.

General Information:

How Many Years in Business _____ Number of Employees _____

Have you ever filed for bankruptcy protection from creditors? Yes No

Business premises: Rented Owned Name of Owner _____



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Key contacts within your organization

<u>Department</u>	<u>Name</u>	<u>Telephone</u>
Accounts Payable	_____	_____
Purchasing	_____	_____
Engineering	_____	_____
Maintenance	_____	_____

Customer Authorization for Bank Information

Bank Name _____ Date _____
 Address _____ Phone _____
 Contact Name _____

I (we) the undersigned, hereby give you, our lending institution, written authority and permission to disclose the information listed below to Furbay Electric so that I (we) may establish an account to purchase electrical materials. I (we) understand information disclosed will be held in strict confidence.

 Company Name

By _____ Date _____

Business References

Business _____ Fax _____ Phone No. _____
 Address _____ City _____ State _____ Zip _____

Business _____ Fax _____ Phone No. _____
 Address _____ City _____ State _____ Zip _____

Business _____ Fax _____ Phone No. _____
 Address _____ City _____ State _____ Zip _____

Estimated Monthly High Credit Desired: \$ _____

Estimated Total Annual Electrical Purchases \$ _____

PLEASE REMIT ALL PAYMENTS TO: ***New Lockbox Address***
 The Furbay/Mansfield Electric Supply
 P.O. Box 72373
 Cleveland, OH 44192-0002



The Furbay Electric Supply Company and Subsidiary
TERMS AND CONDITIONS

Price quotations will not contain State Sales Tax, unless expressly indicated otherwise in writing, and the tax shall be added where applicable. Freight charges will not be included in price quotations, unless expressly indicated otherwise in writing, and shall be added when applicable. Seller does not guarantee delivery dates and all delivery dates given are estimated, claims of shortages and/or breakage should be noted on the Carrier's delivery document, or on the Furbay Electric & Subsidiary's Delivery Slip. In any case, we must be notified within 48 hours.

RETURNING MATERIALS! All sales are final and no merchandise may be returned unless consented to by Seller and subject to their policy. Items we NORMALLY STOCK may be returned for full credit within 90 days from the date of purchase, provided that the product is saleable and you furnish the invoice number on which you purchased it. Otherwise, a restock charge will apply as follows:

Up to 90.....No restock charge
90-120 days - 10%.....120+days-20%
Nothing beyond one year will be credited.

*SPECIAL ORDER items to be returned must be subject to the manufacturer approval and his re-stock policy will apply plus return freight and handling. Customer account will be credited for special return when Seller receives credit from manufacturer. Deposits may be required for special order items.

*The Furbay Electric Supply Co. & Sub hereinafter referred to as Seller offers no guarantee or warranties of any kind whatsoever including any warranties of merchantability or of fitness for a particular purpose either expressed or implied, on merchandise sold by Seller and Buyer agrees the only warranties on the merchandise sold by Seller are the warranties made by the manufacturer.

*All stock items for return must be in original cartons and in good condition. Otherwise, a minimum 20% restock will apply. Date sensitive material and material in poor condition could be refused upon inspection. Quantity levels that exceed our normal stocking levels may be denied or require a higher restock charge.

*Any cash discount allowed and the terms of same will be printed on Seller's Invoice and Buyer agrees not to take such discount unless Buyer has complied with said terms and not to deduct any greater amount than allowed.

*Buyer agrees not to back-charge Seller or take a credit against any amount owed for Seller for any reason without the written authorization from the Seller. This paragraph places no obligation on the Seller and does not in any way modify or invalidate, either part or in whole, any provisions of Paragraph 1.

*All shipments of merchandise are F.O.B. point of origin and any damages in transit to merchandise is the responsibility of the Carrier and it is Buyer's responsibility to file a damage claim with the Carrier. It is the Buyer's responsibility to inspect material in a timely fashion. Any claims for concealed damage must be filed within 15 days by Buyer with Carrier. Buyer agrees that under no circumstances shall it withhold payments from Seller because of damage in transit. Buyer further understands Seller's terms and agrees that in the event legal action shall become necessary in order to effect collection for goods purchased by Buyer from Seller, Buyer agrees to pay all Seller's costs of collections including reasonable attorneys fees.

*There are no understandings or agreements between Buyer and Seller other than the fully expressed and contained herein and no agent or salesman of Seller has any authority to obligate Seller by any terms, guarantees, warranties, stipulations or conditions not herein expressed. This agreement may be altered only by written consent of the parties hereto.

THE UNDERSIGNED HEREBY REPRESENTS THAT ALL OF THE INFORMATION ON THE OTHER PAGES HEREOF IS TRUE AND THAT SAID REPRESENTATIONS ARE MADE FOR PURPOSE OF OBTAINING CREDIT FROM THE FURBAY ELECTRIC SUPPLY CO. AND SUBSIDIARY.

BY COMPLETION, EXECUTION, AND SUBMISSION OF THIS CREDIT APPLICATION, THE APPLICANT EXPRESSLY AGREES THAT EACH AND EVERY TERM SET FORTH ON PAGE 3 HEREOF SHALL CONSTITUTE A LEGAL BINDING AGREEMENT BETWEEN THE FURBAY ELECTRIC SUPPLY CO. & SUB AND APPLICANT. THESE TERMS AND CONDITIONS ARE SEVERABLE AND THE AMENDMENT OR CANCELLATION OF ANY ONE TERM BY WRITTEN MUTUAL AGREEMENT OF ANY THE FURBAY ELECTRIC SUPPLY CO. & SUB SHALL IN NO WAY IMPAIR THE VALIDITY OR ENFORCEABILITY OF ANY OTHER TERM OR CONDITION.

BUSINESS NAME _____

(X) By: _____
Authorized Agent of Applicant Date Witness Date

BLANKET CERTIFICATE OF EXEMPTION

The undersigned hereby claims exemption of purchases of tangible personal property from

_____ on and after _____
(Name of Vendor) (Date)

and certifies that this claim is based upon the purchaser's proposed use of the item purchased, the activity of the purchaser, or both, as shown hereon:

(Purchaser must state prescribed reason for claiming exemption or exception)

This certificate shall continue in force until revoked and shall be considered a part of each order given to the above named vendor unless the order specifies otherwise.

(Purchaser's Name)

(Purchaser's Activity i.e. Manufacturer, Public Utility, Church, Etc.)

(Purchaser's Address)

(By - Signature and Title)

(Date Signed) (Vendor's License, if any)

(Name of Vendor) (Date)