



1560 Caton Center Drive Baltimore, MD 21227 • 410.242.8800 • Fax 410.242.7777 • emailus@tate.com • www.tate.com

COMMERCIAL CREDIT APPLICATION

LEGAL NAME OF BUSINESS:			
TRADE NAME:			
BUSINESS ADDRESS:		PO BOX:	
CITY:	STATE:	ZIP:	
PHONE:		FAX:	
OWNERSHIP: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC)			
DUNS #:			
REMITTANCE ADDRESS:		USE BUSINESS ADDRESS: <input type="checkbox"/>	
CITY:	STATE:	ZIP:	
WILL TAX EMPTIONS APPLY? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>If sales tax exempt, attach certificate</i>			
ANNUAL SALES: \$		NUMBER OF EMPLOYEES:	
If you provide payment bonds on job work, provide the name and address of surety(ies):			

CREDIT REFERENCES

TYPE	NAME	ADDRESS	PHONE#
BANK			
SUPPLIER			
SUPPLIER			
SUPPLIER			

DO NOT WRITE BELOW THIS LINE – ACCOUNTING DEPT USE ONLY

Sales Persons Initials:		Branch:	
Reference Calls Complete: <input type="checkbox"/> date _____		Credit Amount Approved: \$	
Completed by:	Approved by:	Date:	
NOTES:			

TERMS AND CONDITIONS:

Tate Engineering System, Inc ("Tate") and the person signing below under the heading "Applicant" ("Applicant") hereby agrees as follows:

Prices

ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNLESS TATE HAS GUARANTEED PRICE PROTECTION IN WRITING. All written price protections shall specify the period of time the price protection remains in effect. In the event the written price protection does not specify the period of time the price protection remains in effect, the price protection shall remain in effect for 30 days from the date a written price quotation or offer is provided by Tate. ORAL STATEMENTS OF SALES PERSONS ARE NOT BINDING.

Payment Terms

TATE'S MONTHLY BILLING PERIOD BEGINS ON THE DATE OF INVOICE AND ENDS ON THE 30th DAY FROM THE DATE OF THE INVOICE. All payments are due upon receipt of an invoice. If a monthly billing statement is not fully paid by the 30th day or preceding business day, when appropriate, all unpaid amounts shown on such statement will be past due and the account will be in default. All amounts that are past due shall be assessed a service charge each month at the rate of 1.8%.

Payments will be applied first to unpaid service charges. In no event shall a service charge exceed the highest rate permitted by law and any excess service charge shall be returned or credited to Applicant's account.

Applicants who do not pay accounts when due to Tate agree to reimburse Tate for all costs and expenses of collection, including, without limitation, court costs, attorneys' fees of 25% of the amount due, and other expenses incurred by Tate in collecting such accounts whether or not a lawsuit is commenced. If the attorneys' fees exceed 25%, Applicant will pay such additional reasonable attorneys' fees as may be incurred by Tate. If Applicant is not a corporation or a limited liability company (LLC) at the time the Credit Application is executed but subsequently incorporates or forms a LLC, with or without the knowledge of Tate, Applicant and such corporation or LLC shall be bound by these Terms and Conditions and shall be liable to Tate for any indebtedness incurred by, assumed by, or transferred to such corporation or LLC. Applicant hereby represents that none of the credit extended by Tate to Applicant is being used in connection with the purchase of goods for personal, family or household purposes but is an extension of credit for business or commercial purposes.

Scope of Agreement

THESE TERMS AND CONDITIONS SHALL APPLY TO AND GOVERN ALL PURCHASES OF GOODS BY THE APPLICANT FROM TATE, REGARDLESS OF THE TERMS OF ANY PRECEDING OR SUBSEQUENT PURCHASE ORDER, SALES ORDER, ORAL STATEMENT OR OTHERWISE. In the event of any conflict between the provisions hereof and the terms and provisions of any other agreement, sales order, purchase order, oral statement or otherwise, these Terms and Conditions shall control. It is the intention of the parties hereto that these Terms and Conditions set forth the principal terms of all future sales of goods by Tate to the Applicant, except as to the price of such goods, the method and cost of shipment, the quantity sold, and the delivery date and location, which are expected to be set forth from time to time in a separate agreement, sales order or purchase order.

Claims

NO CLAIMS FOR DAMAGES, DEFECTS, SHORTAGES, OR FOR ANY OTHER CAUSE SHALL BE VALID UNLESS MADE IN WRITING AND RECEIVED BY TATE AT THE ORIGINATING BRANCH WITHIN 30 DAYS AFTER THE LATER OF THE DATE OF DELIVERY OF GOODS TO APPLICANT OR THE DATE OF OCCURRENCE. If the goods sold by Tate are damaged or defective, regardless of whether the manufacturer acknowledges responsibility under its warranty or otherwise, Tate shall have no responsibility of any kind for any damages, other than to (1) replace the damaged or defective goods from its inventory, if available, or (2) allow a credit for the amount of the purchase price of the defective or damaged goods. In no event shall Tate be liable for any labor charges incurred by Applicant with respect to such goods. Tate shall not be liable for non-delivery, delays, costs or expenses caused by acts of God, war, strikes, delays of carriers, accidents, gasoline shortages, fires, floods, labor disputes, civil disorders, governmental orders or actions, inability to secure goods from usual sources of supply or any other cause beyond Tate's control.

All shipments made via common carrier are F.O.B. origin. On all such shipments (whether made directly to Applicant from the manufacturer, an authorized agent of the manufacturer, or from Tate), Tate's responsibility and liability for risk of loss/damage ends upon the delivery to and receipt of the goods by the common carrier unless otherwise specified in a separate agreement, sales order, or purchase order.

Exclusion of Warranties

NEITHER TATE NOR ANY OF ITS SUBSIDIARIES OR AFFILIATES MAKES ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY GOODS SOLD BY TATE OR BY ANY OTHER PERSON. Except as stated above regarding "claims," Applicant's sole and exclusive remedy for breach of warranty or negligence by the manufacturer, or for any failure, defect or inadequacy of any kind of the goods sold by Tate is against the manufacturer of goods sold to Applicant and not against Tate. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED. Tate, its Officers, Employees and Agents shall not be liable, directly or indirectly, for any loss, cost, damage or expense, including, without limitation, consequential or incidental damages, arising directly or indirectly from the condition, operation or use of any goods sold. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY TATE'S EMPLOYEES AND/OR AGENTS THAT DIFFER IN ANY WAY FROM THESE TERMS AND CONDITIONS SHALL HAVE NO FORCE OR EFFECT. Any proposal by the Applicant to vary the terms hereof or to expand the warranties or other terms set forth herein unless agreed to in writing by an authorized officer or agent on behalf of Tate, shall be deemed a material alteration and shall not become part of these Terms and Conditions or any other agreement between the parties.

Cancellation of Orders

APPLICANT SHALL BE RESPONSIBLE FOR ALL EXPENSES AND CHARGES INCURRED BY OR ASSESSED AGAINST TATE AS A RESULT OF APPLICANT'S CANCELLATION OF ANY ORDER PLACED WITH TATE ON THE BASIS OF TATE'S QUOTATION OR OFFER TO SELL ANY GOODS.

Shipping and Handling Charges

GOODS SHIPPED TO THE APPLICANT BY COMMON CARRIER MAY BE SUBJECT TO ADDITIONAL CHARGES BY TATE FOR ARRANGING THE SHIPMENT OF GOODS AND FOR HANDLING SUCH SHIPMENT. This condition includes, but is not limited to, special order goods, goods shipped directly to the Applicant by the manufacturer, and goods shipped to the applicant from Tate locations.

Taxes

ANY TAX, INCLUDING, BUT NOT LIMITED TO SALES, USE, AND EXCISE TAXES ON THE SALE OR USE OF MERCHANDISE SOLD BY TATE, MUST BE PAID BY APPLICANT AND WILL BE ADDED TO THE AMOUNT DUE FROM EACH SALE. Tate will accept sales tax exemption certificates and exclude appropriate sales and use taxes from the invoice total provided that (1) Applicant provides Tate with a sales tax exemption certificate issued by the state that charges the particular tax in question, (2) Applicant's purchase is to be used for the same purpose the exemption certificate was granted by the state, (3) the name on the exemption certificate is Applicant's current legal name, and (4) the exemption certificate has not expired. A request by Applicant for an exemption from tax constitutes Applicant's warranty that the exemption is justified and Applicant promises to indemnify Tate against all claims, liabilities, interest, and penalties, including reasonable attorney's fees that result from any attempt by a state to collect from Tate taxes which Tate did not charge and receive from Applicant.

Returned Goods

GOODS SOLD BY TATE MAY NOT BE RETURNED WITHOUT PERMISSION OF TATE AND, IF RETURN IS PERMITTED, SUCH RETURNED GOODS MUST BE IN SALABLE CONDITION AND IN THEIR ORIGINAL PACKAGING. Special orders may not be returned until authorized by the manufacturer. Credit for special orders is limited to the credit allowed by the manufacturer. Goods returned for the convenience of Applicant are subject to freight and handling charges and a reasonable restocking charge.

Plans and Specifications

TATE MAKES NO WARRANTY THAT THE DESCRIPTION OF GOODS PROVIDED BY APPLICANT TO TATE CONFORMS TO ANY PLANS AND SPECIFICATIONS FOR GOODS NEEDED BY APPLICANT. Applicant is cautioned to compare Tate’s quotation with Applicant’s actual specified requirements to avoid error. Tate assumes no responsibility for any addenda and/or alternates to specified requirements. Any alternate goods offered by Tate are based on Tate’s interpretation of the specifications, and Tate does not guarantee approval of acceptance of such goods by the specifying authority.

General Conditions

ALL QUOTATIONS AND AGREEMENTS TO SHIP GOODS ARE SUBJECT TO APPROVAL BY TATE’S CREDIT DEPARTMENT. Tate reserves the right at any time to discontinue shipping goods should events come to Tate’s attention that, in its opinion, warrants the termination of credit sales. Tate reserves the right to withdraw or amend any part or all of any quotations prior to being accepted by Applicant. Tate reserves the right to correct typographical, stenographic, arithmetical and clerical errors. Applicant agrees that venue and jurisdiction for any legal proceeding to collect any amount due by Applicant to Tate may be brought, at Tate’s option, in the city or county where payment is due as shown on the monthly billing statement. THE CONSTRUCTION, PERFORMANCE AND ENFORCEMENT OF THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE PAYMENTS ARE DUE.

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO SIGN AND EXECUTE THIS COMMERCIAL CREDIT APPLICATION AND ALL THE ATTACHMENTS AND TO BIND THE ENTITY TO THESE TERMS AND CONDITIONS.

Customer: _____

By: _____

Title: _____

Signature: _____

Date: _____

IMPORTANT NOTICE: CUSTOMERS REQUESTING A CREDIT LIMIT EXCEEDING \$50,000.00USD WILL BE REQUIRED TO SUBMIT ADDITIONAL FINANCIAL DOCUMENTATION.

AUTHORIZATION TO RELEASE CREDIT INFORMATION

I / we authorize **Tate Engineering Systems, Inc.**, to investigate our credit history, bank and vendor references and any other information deemed necessary to extend credit.

I / we authorize our suppliers, trade references and banks to release all pertinent credit information.

This authorization shall remain in force until Tate Engineering Systems, Inc. receives written notification of revocation.

LEGAL NAME OF BUSINESS:		
TRADE NAME:		
BUSINESS ADDRESS:		PO BOX:
CITY:	STATE:	ZIP:
PHONE:		FAX:
AUTHORIZED SIGNATURE TO RELEASE INFORMATION:		
PRINT AUTHORIZED SIGNATURE:		
TITLE:	DATE:	
AUTHORIZED SIGNATURE TO RELEASE INFORMATION:		
PRINT AUTHORIZED SIGNATURE:		
TITLE:	DATE:	

ALL CREDIT APPLICATIONS SHOULD BE SENT TO CreditApps@tate.com or FAXED TO THE TATE CREDIT DEPARTMENT AT (443) 718-4427