

Culby Group Technologies, Inc.
CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Company Name:		Parent Company Name:	
President:	Home Address:	SS#:	
VP:	Home Address:	SS#:	
Controller of Accounts Payable:	Telephone:	E-Mail:	
Office Phone:		Office Fax:	
Registered company address:			
City:		State:	ZIP Code:
Date business commenced:		# of employees:	
Sole proprietorship:	Partnership:	Corporation:	Other:

BUSINESS AND CREDIT INFORMATION

Primary business address:			
City:		State:	ZIP Code:
Federal ID#:			
Telephone:	Fax:	E-mail:	
Bank name:		Account Officer:	
Bank address:		Phone:	
City:		State:	ZIP Code:
Type of account	Account number		
Savings			
Checking			
Other			

BUSINESS/TRADE REFERENCES

Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			

AGREEMENT

I/We certify that all information is true and complete. This request is for a Culby Group Technologies charge account. I/We authorize Culby Group Technologies to obtain further information concerning credit and financial condition of the corporation, principal owners, proprietors or partners; and to exchange information with other grantors. I/We agree to pay the amount invoiced in full, subject to the terms and conditions of the sale on page 2 of this document and will provide Culby Group Technologies a separate financial statement upon request. In the event Culby Group Technologies extends credit to the applicant, the applicant agrees that Culby Group Technologies may assess interest and service charges on purchaser's outstanding account balance at a rate of 1.5% per month (18% per annum). The purchaser further agrees to pay all costs of collection, including a reasonable attorney's fee which shall include attorney's fee on appeal in the event applicant's account is turned over to an attorney. Each partner is equally and/or solely liable for all debts incurred by the partnership to Culby Group Technologies.

SIGNATURES: (THIS FORM MUST BE SIGNED BY ALL PARTNERS)

Print Name:	Print Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

SALES TERMS

1. All orders are subject to acceptance of Headquarters Office in Gulfport, FL.
2. Prices shown on quotations or on acknowledgements of order are Culby Group Technologies prices in effect on the date the quotation is made or the order is acknowledged. Shipments will be billed and paid for at Culby Group Technologies price in effect on the date shipments are made. Unless otherwise specified, quotations are based on Seller's standard commercial domestic packing. Stenographic and clerical errors are subject to correction. Prices are effective when issued and subject to change without notice. Florida law shall cover this transaction.
3. Delivery and shipment dates indicated on quotations or on acknowledgements of orders are estimates only and are not guaranteed. In the event that there are any delays in the deliveries, Culby Group Technologies shall not be liable therefore, and the Buyer agrees to accept such deliveries when made by Culby Group Technologies. If Culby Group Technologies' failure to perform arises out of causes beyond the control and without the fault or negligence of Culby Group Technologies, such causes including, but not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather, Culby Group Technologies may cancel Buyer's order, in whole or in part, without liability to either party. Buyer may terminate an order only by mutual agreement based upon payment to Culby Group Technologies of reasonable and proper termination charges.
4. Payment of each invoice whether or not such invoice covers the entire order shall be made in accordance with the terms on the invoice.
5. If the Buyer fails to fulfill the terms of payment of any invoice or if the financial responsibility of the Buyer shall become impaired or unsatisfactory to Culby Group Technologies, or if necessitated by any act or requirements of any governmental authority, Culby Group Technologies, in its sole discretion, reserves the right to change terms of payment and/or defer or discontinue further shipments, without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of Buyer's credit standing are received by Culby Group Technologies. Where such acts or requirements of such governmental authority shall have been complied with, Culby Group Technologies also reserves the right in the case of any of the forgoing events to cancel the order, in which event the Buyer shall compensate Culby Group Technologies for any commitments, obligations, expenditures, expenses and costs that Culby Group Technologies may have incurred in connection with the order. Each shipment by Culby Group Technologies shall be considered a separate transaction and if payment is not received within the periods specified herein, Culby Group Technologies may bring a separate suit to recover the contract price of each shipment. Overdue invoices shall bear a service charge; Buyer's payment on overdue invoices shall be applied first against accrued service charge. Buyer agrees to pay Culby Group Technologies cost of collection of overdue invoices, including reasonable attorney's fees.
6. Culby Group Technologies intends to supply cable in continuous lengths per spool or reel put-ups but cannot guarantee that each shipment will contain only continuous length material. In any instance where a spool or reel contains more than one length, a tag or label is affixed clearly indicating the exact lengths of the pieces contained and the total quantity of material contained. If only continuous length material is required, the order must state this. Hook-up wires may be supplied in noncontinuous lengths with the lengths indicated on the spool. Spools of Teflon wire may contain more than one piece per M feet; length may vary +/- 10% from lengths shown.
7. Special constructions and catalog variation represent specific factory production, are not off the shelf shipments and are noncancellable. Culby Group Technologies reserves the right to follow the wire industry practice of shipping within plus or minus 10% of the overall quantity ordered. In the case of special length requirements, and/or special constructions, 15% of the ordered lengths may be shipped in random length reels or spools.
8. Culby Group Technologies will endeavor to make products available as ordered to meet Buyers requirements, but reserves the right to allot its production as it deems best. Buyer agrees that Culby Group Technologies shall not be liable or responsible to Buyer to any extent upon failure to supply to Buyer any amounts which may be agreed upon from time to time or making only part shipment against any order of Buyer.
9. Products furnished hereunder shall be within tolerances, limits and sizes established by industry specifications.
10. Culby Group Technologies warrants that products delivered will be free from defects in material and workmanship. Culby Group Technologies makes no other warranty express or implied and any implied warranty or merchantability or fitness for use for a particular purpose which exceeds the foregoing warranty is hereby expressly disclaimed by Culby Group Technologies. Further, Culby Group Technologies shall not be liable for any consequential damages, loss or expenses arising in connection with the sale, reuse or inability to use its products for any purpose whatsoever.
11. If material is claimed to be inoperative, a short sample of the item must be forwarded to Culby Group Technologies with a written explanation of the return. Upon examination by Culby Group Technologies inspection department, and verification of this problem, Culby Group Technologies will issue authorization to return the material freight collect for replacement or credit.
12. Claims of inoperative material must be made in writing within ten (10) days of delivery. Failure to give such notice within specified time shall constitute an unqualified acceptance and waiver of all claims. Culby Group Technologies liability and responsibility for inoperative products is specifically limited to the inoperative item or to credit toward the original billing. All replacements by Culby Group Technologies under the provisions of this clause shall be made free of charge, F.O. B. delivery point called for in the original order. Products for which replacement has been made under the provisions of this clause shall become the property of Culby Group Technologies and shall be returned to Culby Group Technologies by the Buyer F.O.B Buyer's City, provided that Culby Group Technologies has first supplied the buyer with shipping instructions.
13. Under no circumstances are products to be returned to Culby Group Technologies without Culby Group Technologies written authorization and Culby Group Technologies reserves the right to scrap any unauthorized returns on a no credit basis.
14. Culby Group Technologies liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation or use whether based on contract, warranty, tort, (including negligence) or other grounds shall not exceed the price allowable to such goods or part thereof involved in the claim. Culby Group Technologies shall not under any circumstances, be liable for any labor charges without the prior written consent of Culby Group Technologies. Culby Group Technologies shall not in any event be liable whether as a breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal charges including, but not limited to, loss of revenue, loss of use of the products or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If Culby Group Technologies furnishes the Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which such goods may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject Culby Group Technologies to any liability, whether based on contract, warranty, tort, (including negligence) or other grounds.
15. Prices do not include sales, use, excise or similar taxes in addition to the prices specified herein, the amount of any such present or future tax applicable to the sale, of the products hereunder, whether imposed by federal, state or local authorities shall be paid by the Buyer.
16. All shipments are F.O.B shipping point. Ground transportation charges are prepaid/add or freight collect. On prepaid shipments when allowed full payment must be received within 45 days from shipment for full freight allowance. Air freight shipments are shipped freight collect or third party billing only.
17. Where no color is specified, and more than one color is available Culby Group Technologies will supply most popular color. Buyer must state in writing on order if material must be specific in color.
18. The delegation or assignment by Buyer of any or all of its duties or rights hereunder without the written consent of Culby Group Technologies shall be void.
19. In the event that there is any inconsistency between Culby Group Technologies terms and conditions as stated herein and the terms and conditions of any order or contract submitted by the Buyer, Culby Group Technologies terms and conditions shall prevail. Any representation, affirmation of act and course of dealings, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. NO waiver, alteration or modification of any of the provisions hereof shall be binding upon Culby Group Technologies unless specifically assented to in writing by an authorized representative of Culby Group Technologies management.

I hereby acknowledge that I have read these terms and conditions.

Signature:

Print Name & Title:

PLEASE FAX COMPLETED FORM TO SCOTT SEHON AT:

CULBY GROUP TECHNOLOGIES, INC.
2914 1/2 BEACH BLVD. S., SUITE C – 2ND FLOOR
GULFPORT, FL 33707
OFFICE: (727) 321-7204 | FAX: (727) 321-7225