



# Credit Application and Terms and Conditions

Corporate Headquarters  
5 Shawmut Road  
Canton, MA 02021  
800.244.6980

## BUSINESS INFORMATION

Name of Business (d/b/a)		Federal ID#	
Corporate Name (if different from above)			
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLP	<input type="checkbox"/> LLC
<input type="checkbox"/> Sole/Individual Owned		Other	
Years in Business	Type of Business		
Street Address	City	State	Zip
Billing Address	City	State	Zip
Business Phone #	Fax#	Name of A/P Contact	
Name of Purchasing Contact		Are Purchase Orders Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Purchasing Contact's Email Address			
Taxable? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If you checked no, please provide a copy of the exemption certificate with this application</b>			

## NAME AND ADDRESS OF OFFICERS, OWNERS, OR OTHER RESPONSIBLE PARTIES

(1) Name	Title	SSN
Address	City	State Zip Phone #
(2) Name	Title	SSN
Address	City	State Zip Phone #

## BANKING INFORMATION

Bank Name	Bank Telephone #
Account #	Contact Name
Do you have a borrowing relationship with this bank?	<input type="checkbox"/> Yes <input type="checkbox"/> No Account #

## LIST THREE TRADE REFERENCES WITH WHOM YOU HAVE HAD CREDIT TERMS FOR A MINIMUM OF ONE YEAR

(1) Company Name	City	State
Account #	Phone #	Fax #
(2) Company Name	City	State
Account #	Phone #	Fax #
(3) Company Name	City	State
Account #	Phone #	Fax #

## SIGN BELOW AND ON PAGE 2

For the purpose of establishing credit with NESCO, its subsidiaries, divisions and/or affiliates, the undersigned warrants the information listed on this application to be true, correct and complete to the best of their knowledge. The undersigned hereby authorizes NESCO, its subsidiaries, divisions and/or affiliates to perform any credit investigation needed to verify the information contained in this application, including but not limited to any consumer report, D&B report and/or Experian report, which may be requested periodically.

## INDIVIDUAL PERSONAL GUARANTY TO NESCO

For the purpose of establishing credit with NESCO, its subsidiaries, divisions and/or affiliates, the undersigned warrants the information listed on this application to be true, correct and complete to the best of their knowledge. The undersigned hereby authorizes NESCO, its subsidiaries, divisions and/or affiliates to perform any credit investigation needed to verify the information contained in this application, including but not limited to any consumer report, D&B report and/or Experian report, which may be requested periodically. I/We the undersigned hereby jointly, severally and personally guaranty the prompt payment of any and all indebtedness of the applicant to the seller (NESCO), its subsidiaries, divisions and/or affiliates, according to the terms hereof. In case suit or other legal action is instituted to collect any portion of an account owed by any parties to this agreement, I/We promise to pay such additional sums as the court may adjudge reasonable, including attorney and/or collection agency fees and service and/or interest charges on any or all balances owed. It is understood that this guaranty shall be a continuing and irrevocable guaranty, with absolute unconditional liability and indemnity for such indebtedness of the applicant company. I/We grant permission for any person, trade reference, or reporting agency to furnish to NESCO any and all information, including but not limited to any consumer report, D&B report and/or Experian report, that may be periodically requested.

<b>SIGNATURE</b>	<b>Date</b>
PRINT NAME _____	SSN _____ Home Ph # _____
Home Address _____	City _____ State _____ Zip _____
<b>SIGNATURE</b>	<b>Date</b>
PRINT NAME _____	SSN _____ Home Ph # _____
Home Address _____	City _____ State _____ Zip _____

## For NESCO Internal Use Only

Approved by:	Date	Account #
Sales Person	Branch	Pricing Group #
Customer Type	<input type="checkbox"/> Industrial/OEM	<input type="checkbox"/> Residential Electrical Contractor
	<input type="checkbox"/> Commercial Electrical Contractor	<input type="checkbox"/> Builder
	<input type="checkbox"/> Institution (Schools, Hospitals Prison)	<input type="checkbox"/> Municipality/Govt.
		<input type="checkbox"/> Commercial Property Mgmt.

**General:** The terms and conditions constitute the entire sales agreement between the two parties and shall apply to all transactions between the parties unless otherwise agreed to in writing by NESCO. Under no circumstances shall NESCO be bound by any other terms and conditions, including but not limited to specifications and general or supplementary conditions, unless NESCO has been given a copy of such terms and conditions and has signed them prior to performance. No order shall be binding upon us until accepted in writing by an authorized individual at our corporate headquarters in Canton. The terms and conditions set forth in this document apply and attach to all goods sold and delivered by NESCO to the customer from the initial purchase forward. Customer agrees to notify NESCO, in writing, of any change in majority ownership.

**Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and any controversy, claim and/or dispute between NESCO and the customer as it relates directly or indirectly to this agreement in any way shall be commenced exclusively in the courts of the Commonwealth of Massachusetts within the venue of Norfolk County, Massachusetts. Both NESCO and the customer waive all claims to a jury trial as it relates to the litigation of any controversy, claim or dispute between NESCO and the customer.

**Bill of Material:** Any bill of material is not meant to be a definitive list of the required materials; as such, NESCO is not responsible for confirming that it represents the required counts per plans and specifications.

**Releases:** Written purchase order is required before the release of any material from NESCO to the customer. Any documents with the wording "Hold for Release Order" are not orders and will not be released to the customer or third party until a bona fide order is received. All releases on orders need to be made in writing. Releases without the necessary approvals from the specifier are at the risk of the customer. All release or shipping dates are approximate and are subject to availability of material, manufacturers production schedules, carrier schedules, and other unforeseen factors. Under no circumstances shall NESCO be liable for any loss or consequential damages on account of any hindrance or delay, avoidable or unavoidable, for late delivery of material under these circumstances.

**Submittals:** A submittal package will be provided upon request, after receipt of a purchase order. On those orders requesting submittal package, NESCO requires an approved submittal package returned before goods are shipped.

**Substitution of like items:** NESCO may furnish suitable substitutes for goods unobtainable because of regulations established by governmental authority or non-availability of goods from manufacturers, and assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the goods.

**Cancellation:** Cancellation and/or alteration of a non-special order must be made and accepted in writing by the seller. Cancellation and/or alteration will be accepted only with the understanding that NESCO will be reimbursed for expenses incurred as a result. There are no cancellations and/or alterations made for special orders.

**Unreleased material:** If delivery is delayed or deferred by the customer beyond the scheduled ship date, payment will be due in full in accordance with these terms and conditions and the goods will be stored at the risk and expense of the customer.

**Freight:** All deliveries shall be f.o.b. (freight on board) point of shipment. All insurance, risk of loss shall be for the account of the customer to the carrier, unless otherwise agreed. Selection of carrier and routing of all shipments shall be at the manufacturer's or NESCO's discretion, unless otherwise instructed. Freight is allowed on those orders as provided by the individual manufacturer and unless otherwise noted. Freight charges will be added to all additional orders that do not meet the individual manufacturer's minimum requirements. Any requests for expedited shipments must be received either by writing, telefax, or email and must be made prior to the order being released.

**Inspection and Acceptance:** Customer must report claims for damages, shortages or other discrepancies in writing within (10) ten days of delivery, or prior to installation, whichever is sooner, or the goods shall be deemed irrevocably accepted and such claims shall be deemed waived. All freight related claims are the responsibility of the customer and the customer is responsible for examining all delivered materials before signing for any shipments. Any shortages or overages, and/or any damages to any goods must be noted on the signed bill of lading. If the customer recipient (consignee) accepts delivery without noting any damage on the delivery record, any and all claims are waived. Customer shall make claims for loss or damage to goods while in transit against the carrier; NESCO will assist customer in securing satisfactory adjustment of such claims.

**Returns:** NESCO's responsibility for any claims, damages, losses or liabilities arising out of or related to its performance of this contract or the goods covered hereunder, including, but not limited to, any replacement of goods under the warranty, shall not exceed the sales price of the particular goods is otherwise the source of the customer's claim. In order for NESCO to accept returns from a customer, the following requirements must be met; (1) all returns must be accepted with prior written approval from NESCO; (2) all returns must be in new condition and in an unopened carton; (3) all returns are subject to the manufacturer's stocking charges; (4) the customer is otherwise responsible for all freight charges associated with the return of any item to NESCO; and, (5) certain special order items are not returnable under any circumstances. All returns are subject to NESCO Return Goods Policy ([www.nescoweb.com](http://www.nescoweb.com)).

**Taxes:** Any taxes imposed by any government agency under existing or future laws shall be for the account of the customer. To the extent that such taxes do not appear on the invoice, the customer certifies that the sale of the goods is either exempt from such tax and the customer assumes the liability for any such tax that may be due as a result of purchase and hereby agrees to indemnify and hold NESCO harmless with respect to any claims by any taxing agencies for such claims.

**Payment:** Customer agrees to pay all goods purchased from NESCO in U. S. dollars by the due date according to the payment terms of sale stated on each invoice. The customer's obligation to pay NESCO remains independent from the customer's ability to be remunerated by any third-party and, further, the customer shall not hold back and/or delay payment to NESCO based on any retainage being held by a third party on behalf of the customer. NESCO reserves the right to charge at any time a monthly service charge of one and one half percent (1 ½ %) per month on past due accounts or the maximum allowed by law, if less. In the event of non payment of any account when due, NESCO may demand immediate payment of the full balance, together with finance charges and the customer may be liable for any reasonable attorney's fees, costs and expenses incurred on behalf of NESCO to collect amount owed. Remittances are received by NESCO's bank that serves as a clearing agent and the bank has no authority to determine whether the amount remitted constitutes payment in full. Remittances indicating payment in full will be deposited by the bank notwithstanding any such restrictive endorsements and any deposit of such payment(s) will not waive or relinquish any rights that NESCO may have to be paid in full of all sums owed by the customer. To defer account administration costs, any credit balance or other sum owed to the customer that remains unclaimed by the customer for a period of twelve months will become the property of NESCO. Title to the goods delivered, shall remain in the seller, and the goods shall remain personal property, until all payments have been fully made in cash. NESCO reserves the right at all times to request bonding information, letter of credit, two party checks, payment in advance, and/or C.O.D. arrangements. In addition, NESCO may cease furnishing goods to the customer at any time and for any reason at NESCO's sole discretion. NESCO also reserves the right in its sole discretion to refuse to accept any payment by credit card and/or charge a 3% processing fee for payments toward any open accounts receivable balances.

**Warranty:** Seller being solely a dealer-distributor and not a manufacturer makes no express warranties, except that of title. There are no implied warranties of merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description on the face hereof. The only warranties on the sale of merchandise sold by the seller are the warranties made by the manufacturer.

**Indemnification:** To the fullest extent permitted by applicable law, customer agrees to defend, indemnify and hold harmless NESCO from and against any and all claims, damages or loss (including attorney's fees) arising from, resulting from, or related to the furnishing of materials by NESCO.

**Severability:** If any of the provisions of this Agreement, or any part thereof, are hereafter construed to be invalid or unenforceable, the same shall not affect the remaining provisions, which shall be given full effect, without regard to the invalid portion or portions.

Please sign and return this NESCO *Credit Application and Terms and Conditions of Sale*. Thank you for choosing NESCO and we look forward to serving you.

\_\_\_\_\_  
Signature of *duly authorized* Officer, Agent, Employee or Owner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date