Electro Mechanical CORPORATION

New Customer and Credit Application Form

Date: _____

* Indicates required field.

COMPANY CONTACT INFORMATION

*Company Name _____

*Address _____

*City _____ *State _____ *Zip _____ *Country _____

COMPANY BILLING INFORMATION

*Company Name _____

*Accounts Payable Contact Name _____

*Billing Address _____

*City _____ *State _____ *Zip _____ *Country _____

*Phone Number _____

*Accounts Payable Email Address _____

*Email Address for Delivery of Invoices _____

COMPANY SHIPPING INFORMATION

*Company Name _____

*Shipping Address _____

*City _____ *State _____ * Zip _____ *Country _____

*Phone Number _____ *Email Address _____

SALES TAX INFORMATION

*Please list all states the company is currently sales tax exempt. **Please note you may be billed for sales tax for orders drop shipped to states for which the customer has not provided exemption certificates.**

CREDIT APPLICATION INFORMATION

Parent Company _____

Federal Tax Classification (please check one):

☐ Proprietorship ☐ Partnership ☐ Corporation ☐ Limited Liability Corporation

Federal Tax ID or Social Security Number (if other than Corporate owner) _____

Industry _____

Number of Years in Business _____ Number of Employees _____

Annual Approximate Sales _____

State and Applicable registration number _____

I affirm that the information provided is complete and accurate as of the above date. I further acknowledge that I have read, fully understand and agree to the credit terms and conditions with this application that constitute the credit agreement and am authorized to do so. It is agreed that a fax, or electronically transmitted, copy of this application will be deemed legal and binding, just as the original. You are hereby authorized to obtain and review my personal credit report if ownership status is other than corporation.

*Signature _____ *Print Name _____

*Title _____

*Division Requesting Credit For: ☐ Line Power Manufacturing ☐ Federal Pacific ☐ Electric Motor Repair & Sales

Please forward this form and all sales tax exemption certificates to: credit@electro-mechanical.com

Print document to sign. Document will not be accepted without signature.

CREDIT TERMS AND CONDITIONS

ORDERS

Pending receipt of the signed credit application and approval of Applicant's credit, Seller may require full or partial payment in advance and at Seller's discretion. All transactions, sales and quotes are subject to Seller's Sales Terms and Conditions found at: http://www.electro-mechanical.com/pdf/EMC-Sales-Terms-and-Conditions.pdf. Applicant should contact Seller's customer service representative if Applicant is unable to access the foregoing site. Seller reserves the right to set terms of sale and prices are subject to change without notice. Orders will be invoiced at prices prevailing at time of order receipt. Prices are not guaranteed. Applicant grants Seller a security interest in product and product shall remain the property of Seller until Seller receives full payment for such product.

PAYMENT TERMS

All Seller products are sold EXW shipping point. Payment is due thirty days from invoice date. A late charge of 1.5% per month will be charged on all past due invoices. If the Applicant fails to abide by the terms contained herein, Seller reserves the right to discontinue and eliminate any price discounts or sales incentives offered to or in place with the Applicant, both retroactively and for future sales unless otherwise negotiated by the parties. Deductions from payments for any reason will not be allowed unless Seller has prior-authorized such deductions**.** All incentives and credits issued by Seller are personal to the account holder and are not transferable or assignable. Seller may refuse to ship any confirmed order in whole or in part for any reason it deems sufficient. If Applicant delays order shipment, the invoice shall issue when Seller is prepared to ship and agrees to reasonable storage fees.

COSTS AND ATTORNEY FEES

Applicant will pay Seller for any returned check fees, costs, collection agency commissions, expenses and reasonable attorney fees that Seller may incur in collecting any sums past due.

AUTHORIZED RETURNS

All returns must be authorized in advance by Seller. Requests of such returns must be made within thirty (30) days of the invoice date. All returns require a return authorization issued by Seller. All returns that do not obtain this authorization will be returned to the Applicant or retained by Seller with no credit issued. If Seller approves the return, Applicant will be assessed a 25% restocking charge, a $71.00 testing fee, a refurbishing charge (if applicable) and the original outbound and return freight charges. Failure to fully comply with return instructions may result in no credit for the returned product and/or charges being assessed.

GENERAL

Any controversy arising under these terms shall be governed by the law of the Commonwealth of Virginia without regard to its choice of laws and the exclusive forum for the filing of any litigation shall be in the courts of the City of Bristol, Virginia. The parties agree that a facsimile or electronic transmission or copy of this signed document will serve with the same force and effect as an original. The Applicant's authorized representatives shall sign the credit application.