



**ELDERLEE, INC.\***

# CREDIT APPLICATION & AGREEMENT

BETWEEN ELDERLEE, INC. (SELLER) & APPLICANT LISTED BELOW

APPLICANT'S BACKGROUND			
Applicant's Name		Division of	
Billing Address		City	State Zip Code
Physical Address		City	State Zip Code
Telephone Number	Fax Number	E-mail	
Trade Names			
Please list all business locations. Attach a separate sheet if necessary.			
Business Location 1		Division of	
Billing Address		City	State Zip Code
Telephone Number	Fax Number	E-mail	
Business Location 2		Division of	
Billing Address		City	State Zip Code
Telephone Number	Fax Number	E-mail	
<input type="checkbox"/> Yes <input type="checkbox"/> No Has any of the above filed for bankruptcy in the last 10 years? If yes, please supply information below.			
Date	Docket Number	Court with whom said bankruptcy petition was filed	
OWNERS/PARTNERS/OFFICERS/SHAREHOLDERS			
Owner/Partner/Officer/Shareholder 1		Title	Social Security Number
Address		Telephone Number	
Owner/Partner/Officer/Shareholder 2		Title	Social Security Number
Address		Telephone Number	
Owner/Partner/Officer/Shareholder 3		Title	Social Security Number
Address		Telephone Number	

**Quality - Service - Integrity - Safety**

**BANKRUPTCY REPORTING** Yes  No Has any of the above filed for bankruptcy in the last 10 years? If yes, please supply information below.

Date	Docket Number	Court with whom said bankruptcy petition was filed

**CONTACTS**

Controller	Credit Information
Purchasing	Accounts Payable

**TYPE OF BUSINESS** Corporation

Date of Corporation	In What State	Taxpayer's Identification Number

 Partnership

Date Started	Limited or General	Social Security Number

 Proprietorship

Date Started	Social Security Number

**BANK REFERENCES**

Bank Name 1	Telephone Number	Fax Number	Account Numbers	
Address		City	State	Zip Code
Bank Name 2	Telephone Number	Fax Number	Account Numbers	
Address		City	State	Zip Code

**BONDING AND SURETY**

Bonding Agent	Representative	Telephone Number	Fax Number	
Address		City	State	Zip Code

**SALES OR USE TAX INFORMATION**

If applicable, please forward Sales Tax Exemption Certificate

State Sales and Use Tax Permit Number	Name of State

**TRADE REFERENCES (FAX NUMBERS ARE IMPORTANT)**

Name 1	Telephone Number	Fax Number	E-mail Address	
Address		City	State	Zip Code
Name 2	Telephone Number	Fax Number	E-mail Address	
Address		City	State	Zip Code

**TRADE REFERENCES (FAX NUMBERS ARE IMPORTANT) - (CONTINUED)**

Name 3	Telephone Number	Fax Number	E-mail Address	
Address		City	State	Zip Code
Name 4	Telephone Number	Fax Number	E-mail Address	
Address		City	State	Zip Code

**FINANCIAL STATEMENTS**

**Applicant agrees to furnish to Seller with this application a current financial statement, and Applicant further agrees to provide to Seller at Seller's credit department in Oaks Corners, New York, as often as Seller may reasonably request, updated financial information, including but not limited to Applicant's annual financial statements.**

**Fiscal Year Ends**

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**OTHER AGREEMENTS**

- A. Applicant hereby authorizes and grants to Elderlee, Inc. the right to inquire of any and all trade and bank references as Seller deems necessary to verify the credit and financial responsibility of Applicant. All information to be held in confidence by Elderlee, Inc. Applicant authorizes any bank or banks at which it maintains accounts to furnish to Seller, or Seller's authorized agent(s), on request, from time to time, information regarding Applicant's account balances and the persons authorized to draw on the accounts.
- B. No term or condition contained herein or in any purchase order, offer, or other communication to the Seller shall be valid and binding upon the Seller, unless specifically set forth by the Seller in an individualized acknowledgement, signed by the Seller or unless said term or condition is identical to the written terms and conditions of the sale of Seller.
- C. Applicant acknowledges that all shipments, deliveries, and performance of work by Seller for Applicant shall at all times be subject to approval by Seller's credit department. Seller may at any time, in its own discretion, decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Seller's credit department. Additionally, Applicant agrees to pay to Seller a service charge equal to 1.5% per month or the legal maximum rate for which the parties may lawfully contract for all invoices not paid within Seller's terms.
- D. Applicant further agrees that in the event that Seller institutes legal proceedings to collect any indebtedness which Applicant has failed timely to pay to Seller, or if Seller, in its sole discretion, deems it necessary to retain counsel, refer to a collection service or undergo any other cost or expense in an effort to collect a balance that has not timely been paid by Applicant, Applicant promises to reimburse Seller for the reasonable costs and expenses incurred by Seller, including reasonable attorney's fees, court costs, collection fees, filing fees, etc. Additionally, Applicant agrees that if any check accepted by Seller for payment of Applicant's account is returned unpaid by any bank for any reason, Applicant agrees to pay to seller a fee of \$25.00 to cover the expense of recovering that payment.
- E. Seller represents and warrants that all of the information contained in this application, or furnished to seller in connection herewith, is true and complete. Applicant understands that credit may be extended in reliance upon the statements or financial information that may from time to time be furnished to Seller. Applicant represents and warrants that this is a commercial account and that no purchase hereunder shall be deemed a retail/consumer purchase as defined by the laws of The State Of Pennsylvania.
- F. The terms and conditions contained within this credit application and agreement are binding upon Applicant, all signatories herein, all guarantors, and their heirs, administrators, executors, successors, personal representatives and assigns, and shall inure to the benefit of Seller, its heirs, successors, personal representatives and assigns.

**SIGNATURES**

Applicant	Print Name	Title	Date
Attest/Witness	Print Name	Title	Date

## TERMS AND CONDITIONS OF SALE

### PRICES

All prices, whether herein named or heretofore quoted or proposed, shall be adjusted to the Seller's prices in effect at the time of shipment. The accompanying proposal automatically expires thirty calendar days from the date issued and is subject to termination by notice within that period.

### TRANSPORTATION

Unless specifically set forth in writing signed by Seller, transportation charges are not included in Seller's prices herein named or heretofore quoted. Notwithstanding the foregoing, if transportation charges from point of origin of the shipment to a designated point are included in Seller's prices by such writing:

A.any changes in such transportation charges shall be for the account of the Buyer;

B.unless otherwise stated in the Seller's quotation or proposal, the Seller shall not be responsible for switching, spotting, handling, storage, demurrage, or any other transportation or accessorial service, nor for any such charges incurred, unless such charges are included in the applicable tariff freight rate from shipping point to the designated point.

If any part of the transportation of the material referenced in this proposal involves use of a motor carrier, Seller intends to secure equipment from the motor carrier having the lowest rate; but if such equipment is not reasonably available, Seller reserves the right to move the material by any other motor carrier having available necessary equipment. When delivery terms are other than FOB Shipping Point, all means of transportation and routing shall be subject to the control of the Seller. Unless otherwise agreed, Seller reserves the right to ship all or any part of the material from any of its shipping points, said right not being reserved for the purpose of increasing the prices whether herein named or heretofore quoted or proposed.

### TAXES

Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand.

### DELAY

The Seller shall not be liable for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, labor difficulties, delays in transportation, shortage of cars, fuel, labor or materials or any circumstance or cause beyond the control of the Seller in the reasonable conduct of its business.

### EXCLUSION OF WARRANTIES

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE EXCLUDED FROM ANY CONTRACT RESULTING FROM THIS PROPOSAL.

### INSPECTION

The Buyer, at Buyer's expense, may inspect or provide for inspection at Sellers production facilities, or other Seller's designated location, the material referenced in this proposal. Such inspection shall be so conducted as not to interfere unreasonably with the manufacturer's operations, and consequent approval or rejection shall be made before shipment of the material.

### NONCONFORMING MATERIAL

Notwithstanding the provision of INSPECTION above, if, upon receipt of material by the Buyer, the same shall appear not to conform to any contract resulting from this proposal, the Buyer shall immediately notify the Seller of such condition and afford the Seller a reasonable opportunity to inspect the material. No material shall be returned without the Seller's consent.

### BUYER'S REMEDIES

In the event that any of the material furnished to the Buyer fails to conform to any contract resulting from this proposal, or to any Applicable express or implied warranty, during a period not to exceed one (1) year from the date of shipment, the seller shall replace such nonconforming material at the original point of delivery and shall furnish instructions for its disposition. Any transportation charges incurred in such disposition shall be for the Seller's account.

Such replacement shall be the Buyer's exclusive and sole remedy. The Seller shall not in any event be liable for the cost of any labor expended on any such material or for any special, direct, indirect, incidental or consequential damages to anyone by reason Of the fact that such material does not conform to any contract resulting from this proposal or to any applicable express or implied warranty.

## PERMISSIBLE VARIATIONS, STANDARDS, AND TOLERANCES

Except in the particulars specified by Buyer and expressly agreed to in writing by Seller, all material shall be produced in accordance with Seller's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular mill practices concerning: dimension, weight, straightness, section, composition and mechanical properties; normal variations in surface, internal conditions and quality; deviations from tolerance and variations consistent with practical testing and inspection methods; and regular mill practices concerning over and under shipments.

## PATENTS

The Seller shall indemnify the Buyer against any judgment for damages and costs which may be rendered against the Buyer in any suit brought on account of the alleged infringement of any United States patent by any product supplied by the Seller hereunder, unless made in accordance with materials, design or specifications furnished or designated by the Buyer, in which case the Buyer shall indemnify the Seller against any judgment for damages and costs which may be rendered against the Seller in any suit brought on account of the alleged infringement of any United States patent by such product or by such materials, designs or specifications; provided that prompt written notice be given to the party for whom indemnity is sought of the bringing of the suit and that an opportunity be given such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending it shall be rendered. Neither the Seller nor the Buyer shall in any event be liable to the other for special, indirect, incidental or consequential damages arising out of or resulting from the infringement of patents.

## CREDIT APPROVAL

Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's Credit Department. The Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to such Department at Seller's sole discretion.

## TERMS OF PAYMENT

Subject to the provision of this section, and the provision of CREDIT APPROVAL above, terms of payment are as shown in the accompanying QUOTATION and/or ORDER ACKNOWLEDGMENT and/or INVOICE and shall constitute the sole terms and conditions of such sale and shall be effective from date of invoice. A cash discount shall not be allowed on any transportation charges, taxes, or any other miscellaneous charges as shown in each invoice. Accounts that are past due are subject to a monthly service charge of 1.5% (annual rate of 18.0%). No service charge shall exceed the maximum amount of interest that may be lawfully contracted for. In the event that Seller institutes legal proceedings to collect any indebtedness which Buyer has failed to timely pay to Seller, or if Seller deems it necessary to retain counsel, refer to a collection service or undergo any other cost or expense in an effort to collect a balance that Buyer has failed to timely pay, Buyer promises to reimburse Seller for the reasonable costs incurred by Seller, including reasonable attorney's fees, court costs, collections fees, filing fees, etc. Additionally, if any check accepted by Seller, as payment for Buyer's account, is returned unpaid by any bank for any reason, Buyer agrees to pay to Seller a fee of \$25.00 to cover the expense of recovering that payment.

## COMPLIANCE WITH LAWS

The SELLER intends to comply with all laws applicable to its performance of any contract resulting from this proposal. Any contract arising from this proposal shall be interpreted in accordance with and subject to enforcement in accordance with the laws of the State of New York, USA. Venue for any action brought to interpret or enforce any resulting contract shall be in the Court of Common Pleas of Ontario County, New York, USA.

## NON-WAIVER BY SELLER

Waiver by the Seller of a breach of any of the terms and conditions of any contract resulting from this proposal shall not be construed as a waiver of any other breach.

## ACCEPTANCE OF PURCHASE ORDERS

Any purchase order received pursuant to the accompanying quotation or proposal shall not result in a contract until it is accepted and acknowledged by the Seller's general sales office. The terms and conditions of sale listed above are expressly limited to their terms. Any terms and/or conditions on Buyer's purchase order that differs from the terms and/or conditions stated on this proposal or the accompanying quotation, order acknowledgment, or invoice shall not be binding on Seller.

## ACCEPTANCE OF THESE TERMS AND CONDITIONS

The above terms and conditions of sale were reviewed and accepted by:

**Company Name**

**Applicant Signature**

**Print Name**

**Title**

**Date**

**Quality - Service - Integrity - Safety**

PLEASE FAX COMPLETED APPLICATION TO -  
New York Division:

FAX:  
(315) 789-6670

E-MAIL (PDF FORMAT):  
[information@Elderlee.com](mailto:information@Elderlee.com)