

# CREDIT APPLICATION

Acct. No. \_\_\_\_\_

Lectrus Corporation

**Fax To:** 423-892-5481 or **Mail To:** Credit Manager, P.O. Box 22548, Chattanooga, TN 37422

**Please complete all questions or supply a credit information sheet that contains the requested information.**

Applicant's Name (Full Legal Name)	Doing Business as
Street	Phone _____ Fax _____ DUNS NO. _____
City/State/Zip Code	Accounts Payable Contact _____ Phone _____ Email _____
Parent Company (If Applicable)	Does your company require purchase orders? Y N (Circle One)
Ship To:	Bill To:

<b>Please Check One</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____		Type of Business
State of Incorporation _____ Date Formed _____	<b>Sales Tax Status</b> <input type="checkbox"/> Taxable Tax Exemption No. _____	Please Attach Certificate FEI # _____

### FULL NAME OF EACH OWNER/OFFICER

Name	Name	Name
Title	Title	Title
Social Security No.	Social Security No.	Social Security No.

### BANKING INFORMATION

Bank Name	Bank Officer's Name	Phone _____ Fax _____ Acct. No. _____
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### PRESENT SUPPLIER NAMES, COMPLETE ADDRESSES, PHONE AND FAX NUMBERS

Name	Name	Name
Address	Address	Address
City/State/Zip Code	City/State/Zip Code	City/State/Zip Code
Phone _____ Fax _____	Phone _____ Fax _____	Phone _____ Fax _____

This application is submitted to obtain credit, and I (we) certify that all information is true and complete. I (we) hereby authorize the company indicated above to conduct further investigations on the applicant and on me (us) individually (if applicant is an individual or partnership) and to obtain additional information concerning my (our) credit reputation from all available sources from time to time. I (we) further agree to the terms and conditions set forth on the page 2&3 this application or those in the Quote provided by Lectrus Corporation.

Must be signed by Officer(s) or Owner(s)

Authorized Signature _____	Please Print Name and Title _____	Date _____
Authorized Signature _____	Please Print Name and Title _____	Date _____

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Terms & Conditions of Sale

1. All prices are F.O.B. shipping point unless otherwise specified. Quoted prices are subject to any Federal, State and Local taxes.
2. Claims for shortages, losses, and apparent or concealed damages sustained in transit shall be made by Applicant directly with carrier.
3. Shipping dates are approximate and are dependant upon prompt receipt of all necessary information by Lectrus Corporation. Lectrus Corporation shall not be liable for late delivery due to fire, strike, civil or military authority, insurrection or riot, unavailability of material or parts and for any other causes beyond its reasonable control and Lectrus Corporation shall not be liable for any incidental or consequential damages arising from late delivery.
4. Any customer provided equipment must be at our facilities a minimum of four weeks prior to final inspection date. Sizes of provided equipment and conduit or wiring access information is required at order placement (if applicable). Delays in providing this information may affect drawing delivery and ultimately final delivery of the Equipment Center. If Lectrus Corporation is performing any wiring associated with this equipment, two copies of detailed point to point wiring diagrams are required at order placement.
5. The parties hereto acknowledge that the Applicant will pay the entire purchase price according to LECTRUS CORPORATION's terms (Net 30 Days). In the event Applicant defaults, LECTRUS CORPORATION may charge and collect a late fee equal to 1-1/2% per month of the unpaid balance. LECTRUS CORPORATION shall also be entitled to all costs of collection including court costs and attorney's fees in the event of default by the Applicant.
6. No terms or conditions or purchase orders and/or contracts different from the terms of LECTRUS CORPORATION will become a part of any sales agreement or purchase order or other document(s) unless specifically approved in a separate writing by LECTRUS CORPORATION.
7. The Applicant agrees to provide LECTRUS CORPORATION upon request a statement that Applicant is and remains solvent.
8. LECTRUS CORPORATION warrants the workmanship of its services in assembling the Equipment Center for one (1) year from the date of invoice. LECTRUS CORPORATION does not make any warranties with respect to any equipment, and assigns (to the extent assignable) to Customer any manufacturer's warranty thereon. EXCEPT FOR THE WARRANTY RELATING TO THE WORKMANSHIP OF SERVICES SPECIFICALLY STATED ABOVE, THERE ARE NOWARRANTIES WITH RESPECT TO EQUIPMENT, WORKMANSHIP OR OTHER ITEMS OR SERVICES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OR THE LIKE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY EXCLUDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HAS FURNISHED SPECIFICATIONS TO LECTRUS CORPORATION AND SHALL INDEMNIFY AND HOLD LECTRUS CORPORATION HARM-LESS AGAINST ANY CLAIM BY WAY OF INFRINGEMENT OR THE LIKE WHICH ARISES OUT OF COMPLIANCE BY LECTRUS CORPORATION WITH THOSE SPECIFICATIONS. LECTRUS CORPORATION DOES NOT GUARANTEE COMPLIANCE WITH ANY REGIONAL, STATE, OR LOCAL CODE OR STATUTORY REQUIREMENTS (THE GOVERNING BASIS FOR THE DESIGN OF THE EQUIPMENT CENTER BEING THE INTERNATIONAL BUILDING CODE (LATEST REVISION)). [WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS SPECIFICALLY PROVIDED THAT THERE IS NO WARRANTY WITH RESPECT TO MATERIALS SUBJECT TO NORMAL WEAR AND TEAR SUCH AS LIGHT BULBS, AIR CONDITIONING FILTERS, ETC.] Any warranty extended to the Applicant is that of the Manufacturer and NOT of LECTRUS CORPORATION.
9. Warranty period and other condition of sales shall be that as published in Manufacturer's standard conditions of sale at the time of shipment.
10. LECTRUS CORPORATION shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of Applicant for service interruptions. Any remedy of Applicant shall be with respect to any warranty extended by the Manufacturer. The remedy of Applicant set forth herein is exclusive, and the liability of LECTRUS

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CORPORATION with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the sale, delivery, resale, installation or use of any goods sold, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise, shall not exceed the price of the goods upon which liability is based.

11. It is expressly understood that the title to the property shall not pass to the Applicant but shall remain vested in and be the property of LECTRUS CORPORATION, or its assigns, until the payment of the purchase price and late charge, and the performance of all conditions and stipulations of the sale have been met. No agreement for any extension of time or postponement of any payment shall be valid unless in writing signed by an officer of LECTRUS CORPORATION. It is expressly agreed that the property shall be and remain strictly personal property and retain its character as such, no matter in what manner it may be affixed or attached to any building or structure.
12. For the purpose of enforcing LECTRUS CORPORATION's rights, the Applicant authorizes LECTRUS CORPORATION to enter the premises, with or without notice, and remove the property, and hereby waives any action, or rights of action arising out such entry and repossession.
13. The Applicant hereby waives any and all privileges and rights that he may have under any State Statutes, relating to venue, and further agrees that any action brought against this account may be brought in the appropriate court in the State of Tennessee.
14. LECTRUS CORPORATION and Applicant agree that the location of the LECTRUS CORPORATION branch receiving any purchase order shall be a proper place for venue.
15. If your application for credit is denied or other actions taken, you will have the right to a written statement of the specific reasons for denial. To obtain this statement, please contact LECTRUS CORPORATION's Credit Manager in writing within 60 days from the date you are notified of our decision. We will send you a written statement of reason within 30 days of receiving your request.
16. NOTICE: The federal Equal Credit Opportunity Act Prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.
17. LECTRUS CORPORATION and Applicant agree that LECTRUS CORPORATION may assign all its rights, title, and interest in the account created hereby including without limitation, its collection remedies; and, Applicant shall attorn such assignment.
18. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE ALTERED EXCEPT IN WRITING SIGNED BY AN OFFICER OF LECTRUS CORPORATION AND THE APPLICANT AND SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE INWHICH LECTRUS CORPORATION'S BRANCH TAKING THE ORDER IS LOCATED.
19. Once an order is entered it may be cancelled by the Applicant only if agreed to by LECTRUS CORPORATION and upon payment of reasonable charges based on expenses already incurred and commitments made by LECTRUS CORPORATION.

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Applicant's Name

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Must be signed by Officer(s) or Owner(s)

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Authorized Signature

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Please Print Name and Title

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Date

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Authorized Signature

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Please Print Name and Title

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Date