



4320 2nd St. NW  
 Albuquerque, New Mexico 87107  
 (505) 884-0990  
 Toll Free in N.M. 1 (800) 262-9337  
 FAX (505) 881-4615

Customer Acct.: \_\_\_\_\_  
 Sales Rep.: \_\_\_\_\_  
 Type: \_\_\_\_\_  
 Amt. Approved: \_\_\_\_\_  
 Approved By: \_\_\_\_\_  
**OFFICE USE ONLY**

**CREDIT APPLICATION**

**Company Legal Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
**Mailing Address:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
**City, State, Zip Code:** \_\_\_\_\_ **Type of Business:** \_\_\_\_\_  
**Physical Address:** \_\_\_\_\_ **No. of years in business:** \_\_\_\_\_  
**City, State, Zip Code:** \_\_\_\_\_  Single Proprietorship  
**Credit Limit Desired:** \_\_\_\_\_ **Social Security Number:** \_\_\_\_\_  
**Name of Owners, Partner(s), or Officers Including Title** \_\_\_\_\_  Partnership  
 \_\_\_\_\_  Corporation (State): \_\_\_\_\_  
 \_\_\_\_\_ **Federal Tax ID #:** \_\_\_\_\_  
 \_\_\_\_\_ **Identify Any Persons to Contact Regarding Credit or Accounts Payable Matters:** \_\_\_\_\_

**Tax Information:** Exempt Certificate Yes \_\_\_\_\_ (Fax copy, mail gold copy) No \_\_\_\_\_  
 Purchase Order Required Yes \_\_\_\_\_ No \_\_\_\_\_

**Bank Reference:**

Bank	Branch/City State	Contact	Telephone
1.	_____	_____	_____
2.	_____	_____	_____

**Trade References:**

Company Name	City/State	Telephone	Fax#
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

**Credit History:**  
 Have you ever filed bankruptcy? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain: \_\_\_\_\_

Truth in Lending Agreement: I the undersigned legally representing the applicant company, understand that Baker Utility Supply's terms are Net 30 Days. I also understand that a Finance Charge not to exceed 2% per month - 24% per annum will be charged to this account on past due invoices and I hereby agree to pay this Finance Charge. I have read the terms and Conditions of Sales and agree to said Terms and Conditions.

**Personal Guarantee**  
 To induce Baker Utility Supply Corp. or its subsidiaries to approve this Credit Application and in consideration of its so doing, we, the undersigned, do hereby jointly, severally and personally guarantee the above purchaser's full performance of said purchase agreement and hereby agree to indemnify Baker Utility Supply Corp. or its subsidiaries against any and all damages, loss, expense (including attorneys' fees) and/or liability sustained by Baker Utility Supply Corp. or its subsidiaries by reason of or related to, the above purchaser's failure to perform or to pay when due, charges incurred in accordance with the above agreement. Baker Utility Supply Corp. or its subsidiaries may enforce this agreement against the undersigned or any of them, jointly or severally, whether or not any action is ever taken by it against the above Purchaser. This is a Continuing Guaranty and should be valid in spite of extension of time of payment to the Purchaser, regardless of amounts paid by the Purchaser, or extensions or time of payment to the Purchaser, regardless of amounts paid by the Purchaser, or extensions of additional credit to the Purchaser.

\_\_\_\_\_  
 (Please Print) Name of Partner, Proprietor or Owner Social Security No. **X** Signed \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 (Please Print) Name of Partner, Proprietor or Owner Social Security No. **X** Signed \_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

**TAXES:** All Federal, State and Local Sales, use, or similar taxes will be for buyer's account.

**PAYMENT TERMS:** The net amount of invoices shall be due and payable in cash, 30 days after invoice date. The material is subject to shipment in whole or in part at the option of the seller and each such shipment is subject to immediate invoicing. If at any time seller deems the financial responsibility of the buyer unsatisfactory, it reserves the right to require payment in advance or other security or guarantee that invoices will be paid promptly when due. If buyer fails to comply with the terms of payment or with any other terms of sale, seller shall have the right to withhold further deliveries or to cancel the unfulfilled portion of any order and all unpaid accounts shall thereupon become due and payable without prejudice to any claims for damages seller may be entitled to make. Interest of 2% per month (24% per annum) in New Mexico will be added on any past due accounts, and if the account is not paid when due buyer agrees to pay all reasonable costs of collection including a reasonable sum for attorney fees.

**SHIPMENT:** All risk of loss, damage and other incidence of title and ownership shall pass to the buyer upon delivery to carrier at seller's shipping point and such delivery shall constitute delivery to purchaser. Shipping dates or time of arrival of shipment at destination will not be guaranteed by the seller. Seller shall not be liable for any delays or defaults in making shipment where occasioned by any cause of any kind or extent beyond its control, or the control of its supplies, manufacturers, or contractors, which prevent or interfere with seller making shipment on an estimated date. In event of shipment delay, if the buyer and seller do not mutually agree to cancel the order for the item invoiced, the shipping date shall be automatically extended to the manufacturer's current estimate.

**WARRANTY:** Any warranty expressed or implied is limited to those provided by the manufacturer to the purchaser. Seller expressly warrants title. EXCEPT FOR SUCH EXPRESS WARRANTY. SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES OF WHATEVER KIND, ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED. Seller assumes no liability for any failure of buyer's specifications to meet buyer's requirements, nor does seller guarantee that materials furnished meet or conform to any specifications except as specifically noted in writing by seller.

**CLAIMS:** All claims or exceptions by buyer for defective material must be made in writing within 30 days after buyer's receipt of materials, and buyer shall give seller an opportunity to investigate. SELLER IS FURNISHING BASIC MATERIALS AND PRODUCTS, OF VARIOUS MANUFACTURERS AT STANDARD PRICES AND IS NOT INSURING BUYER AGAINST POSSIBLE CONSEQUENCES OR ERROR, OMISSION OR NEGLIGENCE IN MANUFACTURE, PRODUCTION OR DELIVERY, EXCEPT FOR BREACH OF THE EXPRESS WARRANTY SPECIFIED ABOVE. SELLER SHALL NOT, UNDER ANY PURPOSE OF ANY PRODUCT OR MATERIAL SOLD THEREUNDER, WHETHER CAUSED BY SELLER'S NEGLIGENCE OR OTHERWISE, BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGES, OR ANY OTHER CLAIM OR DEMAND WHATSOEVER, EXCEPT TO THE EXTENT OF THE PURCHASE PRICE OF THE PRODUCT, THE REFUND OF WHICH SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY THEREUNDER. BUYER ASSUMES ALL RISK OF LOSS, DAMAGE OR DELAY INCIDENT TO THE FURNISHING OF ANY PRODUCT BY SELLER THEREUNDER, OR THE UTILIZATION THERE OF EXCEPT TO THE EXTENT EXPRESSLY ABOVE PROVIDED. Seller shall have no responsibility to make any claim for loss, damage or injury to shipments caused by a carrier or others, after delivery to carrier at seller's shipping point. Any claim by buyer against seller for shortage or damage occurring prior to delivery to carrier must be made within 5 days after receipt of materials and accompanied by original transportation bill signed by carrier noting that carrier received material from shipper and the conditions claimed.

**RETURNS:** Materials may not be returned without our written consent. Standard items normally carried in our stock, returned in a new condition, will be credited less twenty-five percent (25%) to cover handling costs, (all returned material must be shipped freight pre-paid). Special ordered items may not be returned with the written consent of the seller and no credit is to be allowed over and above the amount credit received by Baker Utility Supply Corp., from the manufacturer, less freight, and less twenty percent (20%) Baker Utility Supply Corp., handling costs. All material authorized for return by Baker Utility Supply Corp. shall be returned with a copy of the original sales order and invoice. If this information is not provided the material will be credited in the amount of Baker Utility Supply Corp. current cost from the manufacturer less 15%. Any materials returned that have missing parts will be credited at Baker Utility Supply Corp. discretion.

**GENERAL:** ALL prices on seller's estimates are for immediate acceptance and are subject to change without notice. Neither seller's estimated prices nor invoice charges for material include any filled or service work, or operator training. If buyer requests technical assistance for material furnished seller, he may either arrange for this direct with the manufacturer at the manufacturer's normal charges or by the seller's representative, in which case such technical assistance shall be at the sum of One Hundred Dollars (\$100.00) per day plus expenses.

When the seller estimated prices or invoice charges for material include standard shipping charges, it is understood the method of shipment will be at the seller's option and the buyer is responsible for furnishing labor and equipment for the unloading within the time limited allowed by the carrier. Seller's estimates do not guarantee to include all material required by a specific project, nor that the material quantities, size or specifications noted are correct. Buyer assumes all liability for type and quantity of material ordered. Orders are not subject to cancellation, return or back charge, or change in specifications, shipping schedule or other conditions without the seller's written consent. When orders have been filled as specified, no goods may be returned, nor will any credit be allowed unless consent of seller has first been secured, and only standard stock goods returned will, if accepted, be credited less the cost of handling and the freight costs involved. Materials not normally stocked by seller may not be returned for credit.

All estimates and sales shall be subject to seller's standard terms and conditions and buyer is conclusively presumed to have accepted such terms and conditions unless otherwise agreed to in writing.

In the event buyer's purchase order states terms additional to or different from these terms and conditions of sale, then seller's acknowledgment in accordance with the terms herein shall be deemed a notification of objection. No such additional or different terms or, in the event of such purchase order expressly limits acceptance to its terms, the seller's acknowledgment in accordance with the terms herein shall be a rejection of buyer's offer to purchase, and in either event, seller's acknowledgment shall constitute an offer to sell which may be accepted only in accordance with its terms and conditions without modification, addition or alteration. Under these circumstances the failure of buyer to deliver notification of objection to these terms and conditions of sale within a reasonable time shall be deemed acceptance thereof and a contract shall be formed only upon such terms and conditions of sale.

This agreement constitutes the sole and entire agreement between buyer and seller and none of the terms and condition contained herein may be added to, deleted, modified or altered except by written instrument signed by seller. There are no oral understanding, representation or agreements relative this agreement, which are not fully expressed here in the laws of the State of New Mexico, shall govern the validity, interpretation and enforcement thereof and venue for any litigation involving this agreement to transaction shall be proper in the City and County of Albuquerque, New Mexico. All orders are received subject to approval and acceptance by an officer of the Company and the seller reserves the right to reject any orders as well as the right to select its own customers.

**Applicant(s) agree that the TERMS and CONDITIONS of SALE contained on this application form shall govern all purchases made from Baker Utility Supply Corp.**

**Applicant(s) hereby certifies that the information contained herein is correct and is expressly given for the purpose of inducing Baker Utility Supply Corp., to extend credit.**

X

Company Name

Signature

Date