

Sales Phone: 540-433-2611  
Billing Phone: 540-437-2182  
Billing Fax: 540-433-8838



Website: [www.maysupply.com](http://www.maysupply.com)

Email: [jturner@maysupply.com](mailto:jturner@maysupply.com)

1775 Erickson Avenue, Harrisonburg, VA 22801

## Credit Application and Billing Instruction

### Applicant

Account Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Email \_\_\_\_\_

Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Shipping Address (if different from above) \_\_\_\_\_  
\_\_\_\_\_

### Operation Data and Billing Instructions

Owner \_\_\_\_\_ S.S.# \_\_\_\_\_ Fed ID# \_\_\_\_\_

Date Business Started \_\_\_\_\_ State of Corporation \_\_\_\_\_ Sales Tax Exemption # ***please include form***

Sole Proprietor \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation? Inc (C) \_\_\_\_\_ (S) \_\_\_\_\_ LLC \_\_\_\_\_

Are purchase orders issued? \_\_\_\_\_ Other special billing requirements \_\_\_\_\_

### Key Personnel

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

### Bank Reference

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Bank Officer: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_

### Trade Reference

Name: \_\_\_\_\_ Address: \_\_\_\_\_ City, State Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Terms

## Entire Agreement

The terms and conditions herein and the terms and conditions on Seller's invoice and delivery ticket incorporated herein by reference (together referred to as "TERMS") represent the entire agreement between the parties. No other terms, including those on Applicant's Purchase Order, which are different, may be added to, modified, superseded or otherwise altered except in writing signed by an authorized representative of the Seller. All other terms are hereby rejected.

## Payment

Applicant agrees to pay for the products according to the TERMS. If Applicant fails to make any payment to Seller when due, Applicant's entire account(s) with Seller shall become immediately due and payable without notice or demand. All past due amounts are subject to a service charge of 1.5% per month or at Seller's option, up to the maximum rate permitted by state law. Applicant does hereby grant Seller a security interest in the products until such time as Seller is fully paid. Applicant will assist Seller in taking the necessary action to perfect and protect seller's security interest. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller all costs incurred to enforce its rights including cost of collections and reasonable attorney's fees.

## Warranty

The Applicant's sole and exclusive warranty, if any, is that provided by the Product's Manufacturer. SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, WILL SELLER BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND SELLER'S LIABILITY. IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.

## Certification

The undersign certifies the following: (1) Information provided herein is true and correct and has been submitted to obtain line of credit; (2) I am authorized to execute applications and other documents required to establish line of credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references of others as to credit worthiness; and (4) I have read, understood, agreed to all of the TERMS, as defined above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## Personal Guarantee

In order to induce MAY SUPPLY COMPANY to extend or to continue credit to Buyer such at the undersigned does unconditionally guarantee(s) (jointly or severally, if more than one) the payment to MAY SUPPLY COMPANY, and not merely the collection, of all indebtedness of the Buyer to MAY SUPPLY COMPANY whether existing on the date of the guaranty on incurred after such date, including, without limitation, late payment charges, and all expenses incurred in collecting any such amounts. The undersigned waive(s) notice TO THE UNDERSIGNED. It is expressly agreed that in the event of non-payment by Buyer that MAY SUPPLY COMPANY may, at its option, proceed against the undersigned separately or in conjunction with proceeding against Buyer or any other Guarantor. No exercise, delay in exercising or failure by MAY SUPPLY COMPANY to exercise any right under this guaranty shall be deemed a waiver of such right as determined by MAY SUPPLY COMPANY in its sole discretion.

S.S.# \_\_\_\_\_ Guarantor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Signature: \_\_\_\_\_ Title: \_\_\_\_\_

S.S.# \_\_\_\_\_ Guarantor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Signature: \_\_\_\_\_ Title: \_\_\_\_\_

### Office Use Only

Account # \_\_\_\_\_ Tax Rate: \_\_\_\_\_ PC: \_\_\_\_\_ Salesperson: \_\_\_\_\_ Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

**TERMS:** Unless the following terms are expressly modified on the front of this invoice the net amount of each invoice is due and payable in full at May Supply Company in Harrisonburg, Virginia, by the 15th day of the month following the transaction that causes the invoice to be generated. Purchases made after the statement date (on or about the 25th of each month) are considered in the next month's statement period. A one percent (1%) prompt payment discount is granted on invoices before addition for transportation and/or applicable taxes if paid on or before the 10th of the month following the transaction, provided the Buyer's account has no past due balance. Interest will accrue from the date the Buyer's account becomes past due, without notice to the Buyer, on any unpaid balance at the rate of 1.5 percent per month (18 percent per Annum). An acceptance of goods covered by the buyer's order, either written or verbal, shall constitute acceptance of these terms and conditions.

**CLERICAL AND BILLING ERRORS:** Clerical and billing errors are subject to correction by May Supply Company at any time prior to or subsequent to the sale.

**DELIVERIES:** May Supply Company will make every reasonable effort to complete deliveries as indicated, but assumes no responsibility or liability for any loss, damage, or cost incurred due to failure of or delay in deliveries. The Buyer will be responsible for inspecting all shipments upon delivery. Notice of shortages must be reported to May Supply Company within three (3) working days from the invoice date. Damage claims must be reported to May Supply Company at the time of delivery. May Supply Company will not be liable for damages discovered or incurred after delivery.

**RETURNS:** May Supply Company will not accept the return of any goods unless its permission has first been obtained, in which case a credit for the returned goods will be made to the Buyer's account as follows: All materials returned must be clean, undamaged, ready for immediate resale and accompanied by this invoice. May Supply Company will remedy as it deems necessary any returned goods that are not clean, undamaged, and ready for immediate resale, and the remedial costs incurred will be deducted from the credit amount. The credit amount is reduced depending on the extent to which the goods were used prior to their return. All returns are subject to a rehandling charge. Transportation charges are deducted from the credit amount. No returns are allowed after sixty (60) days. Special orders are not returnable. In no event will May Supply Company accept for cash, exchange, or credit electrical equipment, controls, or parts that have been removed from the package or connected to an electrical source.

**TAXES:** The amount of any sales, excise, or other taxes, if any applicable to the goods and/or services covered by this invoice shall be added to the purchase price and shall be paid by the Buyer unless the Buyer provides May Supply Company with an exemption certificate from the relevant taxing authorities.

**WARRANTY: THERE ARE NO UNDERSTANDINGS, REPRESENTATIONS, OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EXPRESSLY SET FORTH HEREIN, AND MAY SUPPLY COMPANY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** May Supply Company makes no warranty as to goods not of its manufacture, which are covered by the warranty, if any, of their manufacturer. Except as expressly provided herein, May Supply Company shall not be liable to the buyer for damages of any kind or nature occasioned by or arising out of the installation, operation, use, misuse, non-use, repair, or replacement of the goods sold, or out of the use of any method or process for which the same may be employed.

**DISCLAIMER OF CONSEQUENTIAL DAMAGES: MAY SUPPLY COMPANY IN NO EVENT SHALL BE LIABLE FOR COSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE BREACH OF ANY OF MAY SUPPLY COMPANY'S OBLIGATIONS UNDER THIS AGREEMENT. CONSEQUENTIAL DAMAGES FOR PURPOSES OF THIS AGREEMENT SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE OR INCOME OR PROFIT, LOSS DUE TO DIMINUTION OR FAILURE OF CROPS, AND LOSS DUE TO DAMAGE TO THE BUYER'S PROPERTY. THE BUYER SHALL INDEMNIFY MAY SUPPLY COMPANY AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY MAY SUPPLY COMPANY ON ACCOUNT OF ANY SUCH LOSS, DAMAGE, OR INJURY.**

**NON-WAIVER:** May Supply Company's waiver of any default or defaults of the Buyer shall not be construed as a waiver of any subsequent default and May Supply Company's acceptance of overdue payments shall not constitute a waiver of any default except with respect to the payment so accepted. No extension of the time of payment or other indulgence granted by the Buyer shall operate as a waiver of any of May Supply Company's rights under this agreement.

**RETURNED CHECK CHARGE:** A fee of \$40.00 will be assessed for each returned check and in the event that May Supply Company must utilize the services of attorneys or collection services in the collection of said check, the Buyer shall pay any and all costs of such collection, including but not limited to reasonable attorney's fees, expenses and court costs.

**COSTS OF COLLECTION:** In the event the May Supply Company must utilize the service of attorneys or collection services in the collection of any unpaid balance, the Buyer shall pay any and all costs of such collection, including but not limited to reasonable attorney's fees, expenses, and court costs.

**GOVERNING LAW:** This agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, which is May Supply Company's principal place of business. Any action regarding the construction or interpretation of this agreement, or alleging a breach of this agreement, or in any way related to this agreement, whether the action is based upon or arises from contract, tort, or other law, shall be governed by and construed under the laws of the Commonwealth of Virginia and must be litigated in the Commonwealth of Virginia.

**MERGER:** This document constitutes a final written expression of all the terms and conditions of the agreement between May Supply Company and the Buyer, and is a complete and exclusive statement of those terms and conditions. The terms and conditions contained in this document can be varied, modified, or rescinded only by a writing signed by May Supply Company.

Signature of Acceptance of Terms & Conditions: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_