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Credit Packet Instructions

SMC would like to thank you for your interest in doing business with us. We will do everything we can to deliver quality products and services to help your company become more successful. If you have any questions, please contact the branch manager at your local SMC location.

Pg. 1: Credit Application

This form needs to be filled out completely and signed either by the owner of the company or an authorized officer of the company. If you have a prepared list of references you may attach it to the application instead of writing them on the application.

Pg. 2: Personal Guaranty

This form needs to be filled out completely and signed by all owners and, if married, by their spouses.

If your organization is a publicly traded company or government entity, this form is not needed.

Pg. 3: Return Goods Policy

This form states our company's return goods policy and is for informational points only. You do not need to return it to us.

Pg. 4: SMC's Terms & Conditions of Sale

This form is for information purposes only. You do not need to return it to us.

Pg. 5: Joint Check Agreement

Unless SMC notifies you, you do not need to fill out this form.



OUR KNOWLEDGE IS YOUR POWER

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SMC CREDIT APPLICATION

BILLING ADDRESS

SHIPPING ADDRESS

NAME _____

ADDRESS _____

PO BOX _____

CITY _____ STATE _____ ZIP _____

NAME _____

ADDRESS _____

PO BOX _____

CITY _____ STATE _____ ZIP _____

TRADE REFERENCES

**All information MUST BE COMPLETED in the following section to be considered for credit.*

NAME _____

ADDRESS _____

PO BOX _____

CITY _____ STATE _____ ZIP _____
()

PHONE _____
()

FAX _____

NAME _____

ADDRESS _____

PO BOX _____

CITY _____ STATE _____ ZIP _____
()

PHONE _____
()

FAX _____

NAME _____

ADDRESS _____

PO BOX _____

CITY _____ STATE _____ ZIP _____
()

PHONE _____
()

FAX _____

NAME _____

ADDRESS _____

PO BOX _____

CITY _____ STATE _____ ZIP _____
()

PHONE _____
()

FAX _____

COMPANY INFORMATION

_____	()	_____	()
CREDIT CONTACT	PHONE	FAX	EMAIL
_____	()	_____	()
PURCHASE CONTACT	PHONE	FAX	EMAIL

YES NO

NATURE OF BUSINESS _____ LINE OF CREDIT REQUESTED _____ TAX EXEMPT (State regulations require collection
Of sales taxes if a valid exemption certificate is not
On file.

BANK _____ BANK ACCOUNT NUMBER _____ SUBSIDIARY OF _____ DIVISION OF _____



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PERSONAL GUARANTY

PROVIDED TO: SMC

Customer _____

The undersigned guarantor(s) ("Guarantor"), in order to induce SMC ("SMC") to extend credit to the customer of SMC identified above (the "Customer") for the purchase of goods and services, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby absolutely and unconditionally guarantee payment of any and all debts, accounts, and liabilities, and any other obligations of the Customer to SMC whatsoever, arising on or after the date of this personal guaranty, that shall at any time be owing to SMC on account of goods or services provided by SMC, whether said indebtedness is in the form of notes, bills, open account, or any other similar obligation. This personal guaranty shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by SMC, without any obligation of SMC to notify or obtain Guarantor's consent to the same, and without any obligation of SMC to pursue collection from the Customer. If there is more than one Guarantor, the liability of each shall be joint and several. This personal guaranty may only be revoked by Guarantor, effective upon the expiration of ten (10) days after receipt of written notice from Guarantor to SMC, provided that any such revocation shall not in any manner affect Guarantor's liability for any liability or indebtedness contracted by Customer prior to the revocation becoming effective as provided herein. Any notice to SMC shall be made by US certified mail return receipt requested, postage prepaid to the address provided above, and attention SMC credit manager.

Guarantor further agrees to indemnify and save SMC harmless from any loss, damage and expense caused by or arising out of any default by Customer or Guarantor, and agree, upon demand to pay SMC the amount of any such loss, damage or expenses, including, but not limited to, all reasonable costs, expenses and attorney's fees incurred in the enforcement of this personal guaranty, or the enforcement of any obligation as result of the extension of credit to Customer, whether or not suit is filed. This agreement shall be binding on the heirs and personal representatives of the Guarantor. SMC and Guarantor agree that this personal guaranty shall be governed by the internal laws of the state of Missouri, and the exclusive jurisdiction and venue for any action arising hereunder shall be in the state or federal courts located in Springfield, Missouri. **SMC AND GUARANTOR EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS PERSONAL GUARANTY.**

Guarantor Name _____

Guarantor Name _____

Signed _____

Signed _____

SS# _____ Date: _____

SS# _____ Date: _____

Address _____

Address _____

Guarantor Name _____

Guarantor Name _____

Signed _____

Signed _____

SS# _____ Date: _____

SS# _____ Date: _____

Address _____

Address _____

*Signature of each married guarantor's spouse is required

RETURN GOODS POLICY

We pledge our cooperation to handle returns in a prompt and fair manner.
Please contact CUSTOMER SUPPORT for **ALL** returns.

Warehouse personnel or drivers are not authorized to approve returns or accept them without prior authorization.

1. STOCK MATERIAL – RETURNS FOR CUSTOMER'S CONVENIENCE

Provided the material is in unused, resaleable condition and of current design, Customer Support will issue a Return Goods Authorization (RGM) subject to the following:

- a. No re-stock handling charge if material reaches us within 30 days from Ship date and you provide us with our invoice number.
- b. A 25% re-stock handling charge applies if material reaches us after 30 Days or no invoice number is provided.

2. NON-STOCK OR DIRECT SHIP MATERIAL – RETURNS FOR CUSTOMERS CONVENIENCE

Contact Customer Support before returning material with a list of the Item(s) to be returned, the reason for return, and our invoice number. We Will request return from the factory and make arrangements to get the Material from you within 30 days. Return of non-stock material is subject To a minimum 25% re-stock handling charge and any applicable freight Charges.

3. OUR ERROR

Contact Customer Support. Every effort will be made to correct the error Promptly.

4. DEFECTIVES

Adjustments will be made in accordance with manufacturer's warranty.

Please recognize that warranties vary from supplier to supplier. Depending On the nature of the defect, we may have to involve factory personnel.

5. EXCLUSIONS – NOT RETURNABLE FOR CREDIT

- a. Material cut-to-length or otherwise modified to customer's specification.
- b. Obsolete, discontinued, or "close-out" items.
- c. Broken fragile items, e.g. porcelain or glass.
- d. Material not purchased from us.
- e. Customer material or material otherwise not returnable to the factory.
- f. Non-stock material without our invoice.

NOTE: Resaleable Condition is defined as the following:

- a. In ORIGINAL container
- b. ALL manuals are included
- c. NO writing/stickers on container(s)
- d. Item must NOT have been installed

****Credit will be issued within ten days of receipt of material.***

Additional Terms and Conditions of Sale Incorporated in Each SMC Quotation

1. **SALE AGREEMENT.** The goods or products shall be sold in accordance with the terms and conditions in SMC's Quotation ("Seller") and these additional terms and conditions ("Terms"), and such other terms as Seller agrees to in writing, all of which shall be the Agreement of the parties with respect to the sale of goods. In the event of any conflict in the terms stated in the Quotation, and these Terms the Quotation shall control.
2. **ACCEPTANCE.** This sale is conditioned upon Purchaser's written acceptance of all terms and conditions of this Quotation. Seller rejects any and all terms in any purchase order or other document of Purchaser which are in addition to, different from, or inconsistent with this Quotation. This Quotation is an offer to sell, subject to final approval by Seller. The offer may be withdrawn at any time prior to Seller's final approval, and shall expire automatically if not accepted within 30 days from the date hereof, unless otherwise agreed to by Seller.
3. **PAYMENT.** Payment is due at the time of the order unless credit terms are provided on the face hereof, or otherwise provided by Seller. Any balance not paid when due shall draw interest at the rate of 1.5% per month (18% A.P.R.) on the average daily balance until paid or the highest rate allowed by applicable law, whichever is less. Notwithstanding paragraph 14 hereof, the parties agree that Seller may bring suit to collect any unpaid balance due from Purchaser (or arbitrate at Seller's option), and Purchaser shall pay all attorney fees and court costs incurred by Seller in connection with the suit to collect such unpaid balance, and all of Purchaser's defenses, avoidances and counterclaims (other than the defense of payment) shall be submitted to arbitration as provided in paragraph 14. All payments shall be made in U.S. currency.
4. **CREDIT APPROVAL.** If Seller allows credit terms to Purchaser, the obligations of Seller hereunder, shall be subject to the condition precedent that Seller's credit department approves the credit of Purchaser.
5. **DRAWINGS.** Any Seller drawings approved by Purchaser and its agents and representatives, shall be deemed to be in conformance with all project drawings and specifications provided by the Purchaser.
6. **SHIPMENT.** Any shipment date designated on the face hereof is estimated and not guaranteed. Seller may ship the goods by any mode, and in full or partial shipments. Seller shall not be liable for any delay in shipment of the goods due to delays caused by its suppliers, and causes beyond its control, including without limitation, acts of God, wars, terrorism, sabotage, casualties, accidents, labor disputes or shortages, governmental laws, ordinances, rules or regulations (such as priorities, requisitions, allocations and price adjustment restrictions), or an inability to obtain material, equipment or transportation.
7. **TITLE, RISK OF LOSS.** The goods shall be shipped FOB Seller's plant, and title to the goods and all risks of loss with respect to the goods shall transfer to the Purchaser after they have been placed in the possession of a carrier.
8. **INSPECTION.** Purchaser shall inspect the goods at the time and place of delivery and Purchaser agrees that such occasion shall constitute a reasonable opportunity for its full inspection. The parties agree that Purchaser's failure to reject the goods within three (3) business days shall constitute acceptance of the goods.
9. **TAXES AND DUTIES.** Purchaser shall pay, in addition to the purchase price, all sales, use and excise taxes, tariffs, duties and other charges imposed by any country, state, locality or other political subdivision in connection with the sale of the goods. For tax purposes, title to the goods shall pass from Seller to Purchaser upon being loaded for shipment.
10. **WARRANTIES.** Seller makes no representation and disclaims all warranties, express or implied, for any product manufactured by a third party which may be sold by Seller, such products are sold by Seller, AS IS, for such products the warranty, if any, shall be the warranty provided by the original manufacturer, and Purchaser shall look solely to the original manufacturer for any warranty claim. For goods manufactured by Seller, Seller warrants that such goods shall be free of defects in workmanship for a period of one year from the date of shipment, or such other period as provided on the face hereof, and if goods do not conform to this warranty, Seller at its election shall repair or replace the goods, or refund the purchase price for the portion of the goods giving rise to the warranty claim, and in all cases the cost to repair or replace other property, the cost of removing and installing the goods, and freight are not included in this warranty; and provided that this warranty does not extend to products not of Seller's manufacture, and as to such products Seller conveys to Purchaser the warranty, if any, provided by Seller's vendor. **THIS WARRANTY IS EXCLUSIVE, AND SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED.**

Oral statements by seller's employees or representatives do not constitute warranties, shall not be relied upon by Purchaser, and are not part of this Agreement. If Seller provides a warranty, it is conditioned upon Purchaser's payment in full. Any warranty offered by Purchaser to its customers, in excess of that offered by Seller, shall be the responsibility of Purchaser.

11. **LIMITATION OF LIABILITY.** The parties' exclusive remedy for claims arising hereunder shall be for damages. Neither party, under any circumstances, shall be liable to the other for special or consequential damages. The remedies of the Purchaser, and any other party, arising out of or related to the goods set forth herein are exclusive, and the liability of the Seller with respect to the goods, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, installation or use of any of the goods sold by Seller, whether arising out of contract, negligence, strict liability, tort, or under any warranty, or otherwise, shall not, exceed the price charged by Seller for the portion of the goods giving rise to such liability.

12. **CANCELLATION AND RETURNS.** Purchaser may not cancel this agreement, or return goods without the prior consent of Seller. For special order goods the cancellation charge shall equal the total selling price less the estimated direct labor and materials not expended less the salvage value of materials already purchased, and for returns, the re-stocking fee may equal the price of the goods. For stock items, the cancellation and return charge shall equal a re-stocking fee of 25% of the total selling price, provided that in the case of a return the goods are returned, unused, undamaged, in the original unopened, unmarked and undamaged packaging, of current design and series, and such return is received by Seller, freight prepaid, not later than 30 days after Seller's consent to the return. Goods cut to length or modified to Purchaser's specifications, obsolete, discontinued or close-out items, broken or fragile items, custom goods or goods not returnable to Seller's vendor, or goods without Seller's invoice number, are not returnable for credit.

13. **REMEDIES.** Except as to warranty matters, the remedies provided herein are cumulative and in addition to any other remedies allowed by law or in equity. The failure of a party to exercise any right or remedy shall not constitute a waiver of the right to exercise that, or any other remedy; and no waiver of any breach or non-compliance of any provision herein shall operate as a waiver of any other breach or non-compliance of the same or any other provision.

14. **APPLICABLE LAW, ARBITRATION.** This Agreement is governed by the internal laws of the State of Missouri. The parties agree that any proceedings in court or in arbitration shall be brought exclusively in Springfield, Missouri. **THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.** Except as provided in paragraph 3 hereof, any dispute, controversy or claim arising out of or relating to this Agreement or any purchase order issued by Purchaser and accepted by Seller hereunder (including, but not limited to, any dispute relating to the existence, interpretation, breach or termination hereof or thereof) that cannot be resolved by the parties shall be resolved by binding arbitration administered by, and in accordance with the Construction Industry Rules of the American Arbitration Association. The arbitration award may be reduced to judgment by any court having jurisdiction thereof. The cost of the arbitration shall be shared equally between the parties, and each party shall bear its own attorney fees and expenses.

15. **MISCELLANEOUS.** This Agreement is a complete and exclusive statement of the terms of the Parties' agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used herein, and no modification shall be binding unless made in a writing and signed by the party to be charged. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by separate consideration and is in a writing signed by the party to be charged. Neither party shall assign its rights or delegate its duties under this Agreement. Facsimile and E-mail signatures of the parties shall constitute original signatures for all purposes. The invalidity of any portion of this Agreement shall not affect the validity of any remaining portions thereof. Certain goods may be accompanied by OSHA required MSDS prepared by the Seller's vendor, and Seller makes no warranty or recommendation with respect to the information contained in any MSDS, and the Purchaser is responsible for any reliance on such information and the use or application of such goods

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

(SMC 2007)

JOINT CHECK AGREEMENT

 Date: ____/____/____
 TO: SMC

 RE: Project Name _____
 Project Address _____
 City _____ State _____ Zip _____
 Customer Name _____
 Customer Address _____
 City _____ State _____ Zip _____
 Total Payments to SMC Under this Agreement \$ _____

Gentlemen:

In order to induce you to sell materials to your above named Customer, for installation and use on the above identified Project, and in consideration of your furnishing materials to the said Customer, the undersigned Payor for said project covenants and guarantees to SMC ("SMC") the prompt and full payment to SMC of all invoices for materials furnished upon said project within 45 days of the date they are submitted to the Customer. SMC's invoices will be sent to the Customer, who in turn shall promptly invoice the Payor, if it has not previously done so. Past due amounts shall bear interest at 1½% per month (18% APR) until paid in full. No terms or conditions of any agreement between Customer and Payor shall be effective to vary the terms of this agreement, or the terms and conditions of sale between Customer and SMC. Payor agrees that its rights and obligations with respect to the materials provided by SMC shall be subject to the terms and conditions of sale between SMC and Customer. Under no circumstances whatsoever shall the Payor or Customer retain, withhold or otherwise backcharge, or take any credit or set-off against SMC for any amount, or for any claim, without SMC's express prior written agreement, duly executed by an officer of SMC. The Payor's and Customer's obligation to promptly pay SMC shall not be subject to, or relieved or excused by, any "liquidated damage", "pay when paid", "pay if paid", or other similar provision of any contract including any contract between the Payor and the Customer, without SMC's express prior written agreement thereto duly executed by an officer of SMC. Any such claim, set-off, credit or backcharge shall be promptly presented, in writing, to SMC within thirty days of the event or discovery of the matter giving rise to such claim, set-off, credit or backcharge. If liability for such claim, set-off, credit or backcharge is accepted in writing by an officer of SMC, SMC will credit such claim, set-off, credit or backcharge to Payor's or Customer's account. If such claim, set-off, credit, or backcharge is rejected by SMC, Payor's and Customer's sole remedy shall be to bring an action against SMC for such claim, set-off, credit or backcharge as hereinafter provided. The undersigned Payor shall submit payment in the form of check(s) jointly payable to SMC and the Customer, and shall obtain the endorsement thereof by the Customer and then forward the check(s) to SMC. The total of payments to SMC under this agreement shall be as set forth above.

This agreement shall be deemed to be a contract entered into and performable in Springfield, Missouri. It is agreed that any action provided for or relating to this agreement shall be brought exclusively in the state courts located in Greene County, Missouri, and the parties waive any objection to personal jurisdiction and venue in such courts. Customer and Payor expressly waive any right to remove such action to any Federal Court. In the event SMC is the prevailing party in any action, Payor and Customer agree to pay SMC's attorney's fees and costs incurred in such action.

It is understood that SMC is not waiving or relinquishing any rights provided by law as a material man upon the project.

Payor

Customer

 Print Name of Payor

 Print Name of Customer

By: _____

By: _____

 Print Name & Title

 Print Name & Title

Payor Address:

