

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 your account representative.

PG. 2: 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. 4: 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. 5: 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. 6: SMC'S TERMS & CONDITIONS OF SALE

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

PG. 7: JOINT CHECK AGREEMENT

Unless SMC notifies you, there is no need to fill out this form.

CREDIT APPLICATION

BILLING ADDRESS

NAME _____
ADDRESS _____
PO BOX _____
CITY _____ STATE _____ ZIP _____

SHIPPING ADDRESS

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
NATURE OF BUSINESS	LINE OF CREDIT REQUESTED	<input type="checkbox"/> YES <input type="checkbox"/> NO 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

CREDIT APPLICATION P. 2

		<input type="checkbox"/> YES	<input type="checkbox"/> NO
FEDERAL TAXPAYER ID NUMBER		DECLARED BANKRUPTCY IN LAST 10 YEARS	
		IF YES, WHERE AND WHEN?	
<input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION/LIMITED LIABILITY COMPANY			
TYPE OF BUSINESS		DATE OF INCORPORATION / ORGANIZATION	STATE OF INCORPORATION / ORGANIZATION
YEARS IN BUSINESS	PREVIOUS BUSINESS NAME	PURCHASE DATE	
1. OWNER/PARTNER	TITLE	SOCIAL SECURITY #	%OWNERSHIP
2. OWNER/PARTNER	TITLE	SOCIAL SECURITY #	%OWNERSHIP
3. OWNER/PARTNER	TITLE	SOCIAL SECURITY #	%OWNERSHIP
1. CORPORATE OFFICER	TITLE	1. MAJORITY STOCKHOLDER/MEMBER	%OWNERSHIP
2. CORPORATE OFFICER	TITLE	2. MAJORITY STOCKHOLDER/MEMBER	%OWNERSHIP
3. CORPORATE OFFICER	TITLE	3. MAJORITY STOCKHOLDER/MEMBER	%OWNERSHIP

I AM AUTHORIZED TO MAKE APPLICATION FOR THE BUSINESS NAMED HEREIN AND CERTIFY THAT ALL INFORMATION IN THIS CREDIT APPLICATION IS COMPLETE AND FACTUAL. I UNDERSTAND THAT **SMC ("SMC")** WILL RELY ON THE ACCURACY OF THIS INFORMATION FOR ANY CREDIT THAT MAY BE EXTENDED. SMC IS HEREBY AUTHORIZED TO USE THE INFORMATION PROVIDED AND/OR TO OBTAIN A CREDIT REPORT HISTORY FOR THE APPLICANT AND THE INDIVIDUALS LISTED ON THIS APPLICATION IN ORDER TO PROCESS THIS APPLICATION AND ANY ORDERS. PURCHASER AGREES TO PAY A SERVICE CHARGE/LATE FEE/INTEREST ON ALL DELINQUENT INVOICES. PURCHASER AGREES TO NOTIFY SMC, IN WRITING, OF ANY CHANGE IN MAJORITY OWNERSHIP. ALL PURCHASES ARE SUBJECT TO SMC'S TERMS AND CONDITIONS OF SALE IN EFFECT AT THE TIME OF PURCHASE. ANY ADDITIONAL, DIFFERENT, OR INCONSISTENT TERMS AND CONDITIONS CONTAINED IN ANY ORDER FROM CUSTOMER ARE REJECTED BY SMC AND SHALL NOT BE PART OF ANY AGREEMENT. I REPRESENT THAT I AM AUTHORIZED TO PROVIDE THE FOREGOING CONSENT AND UNDERSTAND THAT BY PROVIDING MY MAILING ADDRESS, EMAIL ADDRESS, TELEPHONE NUMBER AND FAX TELEPHONE NUMBER(S), I CONSENT TO RECEIVE COMMUNICATIONS SENT BY SMC VIA REGULAR MAIL, EMAIL, TELEPHONE AND FAX.

BY SIGNING THIS CREDIT APPLICATION YOU ARE REPRESENTING THAT YOU HAVE NO RESTRICTIONS WITH RESPECT TO THE AUTHORITY OF YOUR EMPLOYEES, AGENTS, AND REPRESENTATIVES TO SUBMIT THIS APPLICATION OR TO PLACE ORDERS WITH SMC. ALL ORDERS SHALL BE DEEMED AND PRESUMED AUTHORIZED BY CUSTOMER AND CUSTOMER SHALL BE RESPONSIBLE THEREFORE, UNLESS CUSTOMER PROVIDES WRITTEN NOTICE TO SMC EXPRESSLY RESTRICTING THE AUTHORITY OF SPECIFIED PERSONS, WHICH NOTICE SHALL NOT BECOME EFFECTIVE UNTIL TEN (10) DAYS AFTER SMC'S RECEIPT, AND IN NO EVENT SHALL THE NOTICE BE EFFECTIVE AS TO ANY ACTIONS BY SUCH PERSON(S) BEFORE SMC'S RECEIPT OF SUCH NOTICE.

CUSTOMER'S OBLIGATION TO PROMPTLY PAY SMC SHALL NOT BE SUBJECT TO, OR RELIEVED OR EXCUSED BY, ANY "RETAINAGE", "LIQUIDATED DAMAGES", "PAY WHEN PAID", OR OTHER SIMILAR PROVISION OF ANY CONTRACT, INCLUDING ANY CONTRACT BETWEEN CUSTOMER AND ANY SUBCONTRACTOR, THE GENERAL OR PRIME CONTRACTOR, WITHOUT SMC'S PRIOR WRITTEN AGREEMENT THERETO, DULY EXECUTED BY AN OFFICER OF SMC. ANY SUCH CLAIM FOR A 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. IF LIABILITY FOR SUCH CLAIM IS ACCEPTED BY SMC, IN WRITING BY AN OFFICER OF SMC, SMC WILL CREDIT SUCH CLAIM TO CUSTOMER'S ACCOUNT. IF SUCH CLAIM IS REJECTED BY SMC, CUSTOMER'S SOLE REMEDY SHALL BE TO INSTITUTE ARBITRATION AS PROVIDED IN SMC'S TERMS AND CONDITIONS OF SALE.

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

PREFERRED METHOD FOR INVOICING:

USPS MAIL FAX EMAIL

SIGNATURE	TITLE	DATE
SIGNATURE	TITLE	DATE

The parties agree that this credit application may be electronically signed. The parties agree that the electronic signatures appearing on this credit application are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

FOR INTERNAL USE ONLY

ACCOUNT NUMBER ESTABLISHED:	DATE

NOTES:

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.**

*Signature of each married guarantor’s spouse is required.

GUARANTOR NAME		GUARANTOR NAME	
SIGNED		SIGNED	
SS#	DATE	SS#	DATE
ADDRESS		ADDRESS	
CITY	STATE ZIP	CITY	STATE ZIP
GUARANTOR NAME		GUARANTOR NAME	
SIGNED		SIGNED	
SS#	DATE	SS#	DATE
ADDRESS		ADDRESS	
CITY	STATE ZIP	CITY	STATE ZIP

The parties agree that this credit application may be electronically signed. The parties agree that the electronic signatures appearing on this credit application are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

SMC Additional Terms and Conditions:

I. Terms and Conditions Applicable to Each SMC Quotation.

1.1. **SALE, SERVICE AND TRAINING AGREEMENT.** The goods or products sold, services provided and Training provided are sold or provided 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 subject matter of Seller's Quotation. In the event of any conflict in the terms stated in the Quotation, and these Terms the Quotation shall control.

1.2. **ACCEPTANCE.** This sale is conditioned upon Purchaser's written acceptance of all terms and conditions of the Quotation and these Terms, and Purchaser's issuance of a purchase order in response to the Quotation shall be Purchaser's written acceptance. 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 the Quotation or these Terms. This Quotation is an offer, 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.

1.3. **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 1.9 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 1.9. All payments shall be made in U.S. currency.

1.4. **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.

1.5. **FORCE MAJEURE.** Seller shall not be liable for any delay in shipment of the goods, provision of services or training 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 personnel, material, equipment or transportation.

1.6. **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 or provision of the services or training.

1.7. **ARBITRATION.** Any dispute, claim or controversy, including attorney's fees and costs, arising out of or in connection with this Agreement shall be referred to and resolved by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall be held in the County of Los Angeles, California. The cost of the arbitration shall be shared equally between the parties, and each party shall bear its own attorney fees and expenses.

1.8. **ASSIGNMENT.** This Agreement shall be binding upon and enforceable against the parties and their heirs, assigns, personal representatives, successors and permitted transferees. No party shall assign, subcontract, or otherwise transfer its obligations or duties under this Agreement without the prior written consent of the other party.

1.9. **ENTIRE AGREEMENT.** This Agreement, together with the Quotation, shall constitute the entire agreement between the parties with respect to the subject matter hereof. 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. The parties at all times shall be independent. Neither party is an employee, joint venturer, agent or partner of the other, and neither party may create or bind the other or create obligations or liabilities, express or implied on behalf of or in the name of the other. 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.

1.10. **FORCE MAJEURE.** 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. The parties at all times shall be independent. Neither party is an employee, joint venturer, agent or partner of the other, and neither party may create or bind the other or create obligations or liabilities, express or implied on behalf of or in the name of the other. 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.

1.11. **ASSIGNMENT.** This Agreement shall be binding upon and enforceable against the parties and their heirs, assigns, personal representatives, successors and permitted transferees. No party shall assign, subcontract, or otherwise transfer its obligations or duties under this Agreement without the prior written consent of the other party.

1.12. **ENTIRE AGREEMENT.** This Agreement, together with the Quotation, shall constitute the entire agreement between the parties with respect to the subject matter hereof. 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. The parties at all times shall be independent. Neither party is an employee, joint venturer, agent or partner of the other, and neither party may create or bind the other or create obligations or liabilities, express or implied on behalf of or in the name of the other. 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.

1.13. **ASSIGNMENT.** This Agreement shall be binding upon and enforceable against the parties and their heirs, assigns, personal representatives, successors and permitted transferees. No party shall assign, subcontract, or otherwise transfer its obligations or duties under this Agreement without the prior written consent of the other party.

1.14. **ENTIRE AGREEMENT.** This Agreement, together with the Quotation, shall constitute the entire agreement between the parties with respect to the subject matter hereof. 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. The parties at all times shall be independent. Neither party is an employee, joint venturer, agent or partner of the other, and neither party may create or bind the other or create obligations or liabilities, express or implied on behalf of or in the name of the other. 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.

1.15. **ASSIGNMENT.** This Agreement shall be binding upon and enforceable against the parties and their heirs, assigns, personal representatives, successors and permitted transferees. No party shall assign, subcontract, or otherwise transfer its obligations or duties under this Agreement without the prior written consent of the other party.

1.16. **ENTIRE AGREEMENT.** This Agreement, together with the Quotation, shall constitute the entire agreement between the parties with respect to the subject matter hereof. 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. The parties at all times shall be independent. Neither party is an employee, joint venturer, agent or partner of the other, and neither party may create or bind the other or create obligations or liabilities, express or implied on behalf of or in the name of the other. 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.

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:

The parties agree that this credit application may be electronically signed. The parties agree that the electronic signatures appearing on this credit application are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.