



PO Box 25248 ✎ OKLAHOMA CITY, OK 73125 ✎ (405) 239-7771 ✎ (405) 236-4643 FAX

OKLAHOMA CITY ✎ WOODWARD ✎ STILLWATER ✎ SHAWNEE ✎ TULSA ✎ ROLAND/FT SMITH

LIGHTING SHOWROOM: OKLAHOMA CITY

WWW.HUNZICKER.COM

WEBMASTER@HUNZICKER.COM

A P P L I C A T I O N F O R C R E D I T

Firm Name _____
(Applicant)

Phone () _____ Fax () _____ Pager () _____ Mobile () _____

Billing Address _____ City _____ ST _____ ZIP _____

Shipping Address _____ City _____ County _____ ST _____ ZIP _____
(Please use the Delivery Locations sheet for additional shipping locations)

Names of Owners, Partners, or Corporate Officers:
(Not necessary for National Companies, Schools, Govt. Agencies, Hospitals, etc.)

Social Security Number

Home Address

() Proprietorship () Partnership () Privately Owned Corporation () Publicly Traded Corporation () Government

F.E.I. Number _____ Dun & Bradstreet # _____ How long in business _____

Previous Employment _____
(If less than 2 years)

SIC Codes: 1. _____ 2. _____ 3. _____

Kind of business: () Electrical () Heat & Air () Refrigeration () Plumbing () Construction () Resale
() Manufacturing () Political Entity () Hospital () Other _____

Contacts:
(Plant Manager, Service Manager, Accounts Payable, Purchasing Agent, etc.):

Name	Title	Phone	Fax	Email
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

OFFICE USE ONLY

Approved _____ Acct#/Slsmn _____ Credit Limit/Terms _____ Date _____

SALES OR USE TAX EXEMPTION CERTIFICATE

The undersigned purchaser certifies that the sale to him/her of tangible personal property or services by Hunzicker Brothers, Inc. is exempt from the sales or use tax levied under the sales and use tax laws of the State of _____ for the following reason(s):

- () Material purchased will be resold as tangible personal property. I hold valid Retail Tax Registration No. _____, dated _____, issued by the State of _____.

- () Material purchased will become an ingredient or component part of tangible personal property produced or manufactured for ultimate sale at retail. I hold valid Tax Registration No. _____, dated _____, issued by the State of _____.

- () Material is being purchased by the State of _____, or a political subdivision thereof, or a public or private nonprofit hospital for purposes exempt by law from sales or use tax.

- () Material is being purchased by a public or private elementary or secondary school or nonprofit educational institution for purposes exempt by law from sales or use tax of the State of _____.

- () Material purchased is exempt from the sales or use tax of the State of _____ because (state specific basis for exemption as authorized by law).

The undersigned understands and agrees that if he/she uses the property other than as stated above or for any purpose which is not exempt from sales or use tax, he/she shall be liable for the tax and all penalties. The undersigned agrees to hold Hunzicker Brothers, Inc. harmless from any and all liability for failure to collect sales or use tax pursuant to this certificate.

Purchaser: _____ Address: _____
Business/Individual Name

By: _____
Authorized Signature

Date: _____

BANK REFERENCE

Name of Bank _____ Account No. _____
Address _____ City _____ ST _____ Zip _____
Bank Officer to contact _____ Phone () _____
How long have you done business there? _____ Fax () _____
Name or Names under which accounts or loans are listed:

Name of Bank _____ Account No. _____
Address _____ City _____ ST _____ Zip _____
Bank Officer to contact _____ Phone () _____
How long have you done business there? _____ Fax () _____
Name or Names under which accounts or loans are listed:

TRADE REFERENCE

Name _____ Address _____
City _____ State _____ ZIP _____
How long have you done business there? _____ Phone () _____ Fax () _____

Name _____ Address _____
City _____ State _____ ZIP _____
How long have you done business there? _____ Phone () _____ Fax () _____

Name _____ Address _____
City _____ State _____ ZIP _____
How long have you done business there? _____ Phone () _____ Fax () _____

Name _____ Address _____
City _____ State _____ ZIP _____
How long have you done business there? _____ Phone () _____ Fax () _____

TERMS AND CONDITIONS

1. **Entire Agreement.** The terms and conditions set forth herein constitute the entire agreement between Hunzicker Brothers, Inc., and its customers and are intended to be a complete and exclusive statement of the terms of sale. These terms shall not be modified unless mutually agreed to in writing. The receipt by Hunzicker of any form, purchase order or other proposal shall not, in the absence of a written acknowledgment by Hunzicker, expressly agreeing to same, modify in any manner or add to the terms and conditions hereof. Buyer's execution of this Agreement or acceptance of the goods sold pursuant hereto constitutes buyer's assent to all of the terms and conditions herein set forth. Hunzicker's acceptance of any offer to buy is expressly made conditional on Buyer's assent to all additional or different terms contained herein. Should buyer not give assent to said terms, there is no contract between the parties.
2. **Payment Terms.** Payment terms are 10th proximo, net thereafter. Invoices not paid by 10th proximo are considered past due and are subject to 18% percent per annum. The minimum billing charge shall be \$5.00. Credit Cards may be used when making cash or COD payments at the time of purchase. Credit Cards will not be accepted for payment of Hunzicker Brothers, Inc. statements or invoices on open charge accounts.
3. **Collection Costs.** In the event Hunzicker shall retain or engage an attorney or attorneys to collect, enforce or protect its right pursuant to this Agreement, the buyer agrees to pay Hunzicker its reasonable attorneys fees, court costs, necessary expenses and specifically all costs related to the preparation and filing of any Mechanic's and Materialmen's Liens.
4. **Credit.** Hunzicker is pleased to open accounts with firms of established credit rating. When sending first order, refer Hunzicker to other wholesale houses with whom buyer has had credit dealings. Initial orders will be shipped C.O.D. in order to avoid delay while checking credit references.
5. **Prices.** Prices are F.O.B. Hunzicker's warehouse (in Oklahoma City, Oklahoma) unless otherwise stated. Prices are subject to change without prior notice and subject to correction for error. Buyer shall pay any tax now or hereafter imposed on the sale, transportation or delivery of merchandise sold.
6. **Claims.** Claims for shortage must be made within ten (10) days after date of invoice. Claims for breakage, damage or loss in transit must be made with the transportation company by the consignee or purchaser. No allowance will be made by Hunzicker for breakage or shortages of merchandise caused or occurred in transit. Buyer shall bear all risk of loss or damage to merchandise from and after delivery to buyer at Hunzicker's warehouse.
7. **Returns.** Authorization must be secured in writing from Hunzicker before the return of any merchandise. On merchandise which Hunzicker stocks in its warehouse a restocking charge of 10% will be made where return is through no fault of Hunzicker. In any event, a restocking charge of 25% will be made if invoice number does not accompany returned items. Merchandise not stocked by Hunzicker may not be returned unless Hunzicker is able to secure a return merchandise authorization from the supplier. Return authorization and a subsequent credit to buyer may be issued subject to conditions and charges assessed by Hunzicker's supplier, including applicable transportation costs.
8. **Disclaimer and Limitation of Warranties.** THE GOODS SOLD UNDER THIS CONTRACT ARE PURCHASED BY THE BUYER "AS IS". HUNZICKER DOES NOT WARRANT THAT THE GOODS ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE. Products sold are only covered by the terms of the manufacturer's warranties, if any. Hunzicker's sole responsibility shall be to replace such goods judged to be defective by the manufacturer when used for the purpose for which manufactured, F.O.B. point of delivery to carrier, or allow credit for such goods at Hunzicker's option. All replaced goods are to be returned, transportation prepaid. Hunzicker makes no representation or warranty that the merchandise sold shall be delivered free of rightful claim of any third person by way of patent or trademark, infringement or the like.
9. **Limitation of Remedies.** Under no circumstances shall Hunzicker be responsible for any damage beyond the price of the goods. No damages or charges of any kind, either for labor, expenses or otherwise suffered or incurred by the buyer in repairing or replacing defective goods, or occasioned by them shall be permitted. BUYER SPECIFICALLY AGREES IT SHALL NOT BE ENTITLED TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN THE EVENT OF A BREACH BY Hunzicker.
10. **Choice of Law.** This Agreement is executed and delivered in the State of Oklahoma and rights and obligations of the parties hereunder shall be construed and enforced in accordance with and governed by the laws of the State of Oklahoma.
11. **Choice of Forum.** Buyer consents to the jurisdiction and venue of any state or federal court located in Oklahoma County, State of Oklahoma for the enforcement of this Agreement.
12. **Delivery Delays.** Hunzicker shall not be liable or responsible for damage or penalties arising from its failure to make or delay in making delivery because of casualty, fire flood, explosion, accident, strikes, riots, insurrections, lock outs, breakdown of machinery, loss or damage of goods in transit, act of God, or any circumstances or other unavoidable cause beyond Hunzicker's control.
13. **Returnable Reels.** Reels will be charged at cost and credited when returned to factory in good condition within one (1) year, freight charges collect (except non-returnable reels).
14. **Shipping Instructions.** Shipment will be made by freight, truck, express or parcel post at buyer's option. When no definite instructions are given, Hunzicker may, in its own discretion, select mode of shipment.

Applicant hereby acknowledges and agrees to the Terms and Conditions as defined herein:

Signature of Applicant: _____

Date: _____

AUTHORIZATION AGREEMENT

I give Authorization to release information concerning my account(s) to Hunzicker Brothers, Inc..

Company Name

By: _____
Signature/Title

Date

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Print Name

Sign Name

Date

PERSONAL GUARANTY

The undersigned Guarantor, in consideration of credit given and to be given from time to time by Hunzicker Brothers, Inc. to _____ (herein called the debtor), which extension of credit is beneficial to and desired by _____
Company Name

Guarantor, and to induce Hunzicker Brothers, Inc. to extend said credit guarantees the prompt payment when due of any and all liability or indebtedness of the Debtor to Hunzicker Brothers, Inc. now existing and hereafter arising, including, but not limited to, principal, interest and all expenses of collection of any nature incurred by Hunzicker Brothers, Inc. (all of which is hereinafter called the "indebtedness"), irrespective of any invalidity, or unenforceability of any security which might be given therefore by Debtor.

If this Guaranty is executed by more than one person, the Guarantor shall include each party who executes this Guaranty, and their obligation shall be both joint and several. The Guarantor pledges all of Guarantor's property now or hereafter in possession of Hunzicker Brothers, Inc., to secure payment of Guarantor's obligations hereunder.

Date: _____

Owner's Signature (s)
(No Titles)

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided 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 has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practice, 6th and Pennsylvania Avenue, NW, Washington, DC 20580.