



2 Crain Highway
Upper Marlboro, MD 20774

(O) 301.249.5100

info@gefrisco.com | www.gefrisco.com

APPLICATION FOR CREDIT

** Indicates fields that must be filled out completely in order to process application*

* Date: _____

* Firm Name: _____

* Street Address: _____

* City, State, Zip Code: _____

* Phone Number: _____ Fax Number: _____

Email: _____

Full name and SSN of Owner(s) or an authorized officer of the company:

Nature of Business: _____ *Date Started: _____

Corporation / Sole Proprietorship / Partnership / LLC (circle one) * Date of Formation/Incorporation: _____

State of Formation/Incorporation: _____ *Annual Sales: _____

* Federal Identification Number: _____ *Amount of Credit Requested: _____

Do you require purchase order numbers on all of your orders? _____

Is purchasing power limited in your organization? _____

If yes, who can purchase? _____

Trade References

Company Name	Contact	Address	Phone / Fax	Email

Applicant, please be aware that this applications consists of 3 pages and by signing page 2 you are acknowledging receipt of this application in its entirety and agreeing to our terms and conditions.



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Firm's Full Legal Name: _____

Individual Submitting Application: _____

The Undersigned represents and affirms that the statements made in this application are true and correct, and grants authorization to those named herein to reveal information we may require regarding statements made.

If credit is extended, the subscriber promises to pay G.E. Frisco Company, Inc. for its order, the amount of the invoice on or before thirty (30) days of the invoice date. If the payment is not made within the prescribed period of time, G.E. Frisco Company will add a finance charge of 1.5 percent monthly and is applicable on all accounts unless prohibited by law. By signing this, you are verifying that you have read the 3 pages and agree to these conditions, including page 3.

In order to acquire the necessary information from your bank to process your credit application, we need you to sign this release below.

I, _____ from _____ hereby give my authorization to give information needed to G.E. Frisco Company, Inc. on any or all accounts listed below:

Bank Name and Address: _____

Bank Contact Phone Number and Fax Number: _____

Checking Account / Savings Account Number: _____

GUARANTEE given by the undersigned to G.E. Frisco Company, Inc., hereinafter referred to as the Company, in order to induce credit to, or otherwise become the creditor of _____

I/We hereby unconditionally **PERSONALLY GUARANTEE** to the Company the prompt payment, when due, of every claim of the Company which may hereafter arise against _____

I/We also unconditionally **PERSONALLY GUARANTEE** payment of all reasonable costs of collection included but not limited to, twenty-five (25%) percent of the total sale or the actual attorney's fees and court costs, whichever is greater. This is a continuing **GUARANTEE** and shall remain in full force until revoked by Guarantor by notice in writing to the Company. Such revocation shall be effective only as to claims of the Company which arise out of transaction entered into after the renewals of any claims guaranteed by this instrument or extensions of the time payment hereof, and shall not be affected by any surrender of release by the Company or any other security held by it for any claim hereby guaranteed. This **GUARANTEE** is, and shall remain binding upon heirs, estate representatives, successors and assignors of Guarantor.

This **GUARANTEE** is independent of any other **GUARANTEE** or rights which G.E. Frisco Company, Inc. may have respect to the above noted debt.

The Guarantors hereby waive there homestead exemption as well as all requirements or rights with regard to notice, demand presentation or protest in the event of default, and further recognizes the right of G.E. Frisco, Company, Inc. to appoint their own attorney for the purpose of confessing judgment in favor of G.E. Frisco, Company, Inc. for the balance, costs, prejudgment interest and attorney's fees and further consents to immediate execution of said judgment.

Date: _____

Signed: _____

Name: _____

Title: _____



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TERMS AND CONDITIONS OF SALE

- 1) These terms and conditions of sale shall control all sales, including all direct shipment sales arranged by or through G.E. Frisco Company, Inc., whether or not materials are delivered by or through G.E. Frisco Company, Inc.
- 2) Our terms will be **net thirty (30) days** from the date of the invoice. No discount will be allowed unless agreed in advance of the sale.
- 3) All orders placed for special materials (i.e. those materials not kept in stock) are final. Once a special order is placed and confirmed in writing by G.E. Frisco Company, Inc., purchaser agrees to accept said materials and make payment in full. RETURNS SHALL NOT BE PERMITTED ON SPECIAL ORDER MATERIALS.
- 4) On all orders placed for stock, out of stock, and special order materials, where the delivery date is delayed due in whole or in part to strikes, lock outs, labor troubles, fire, windstorms, flood, acts of God, inability to secure cars/trucks and/or other causes beyond Company's control will not constitute a default.
- 5) All materials delivered must be examined and inspected by the purchaser and/or his agent or representative upon receipt. Any claim for shortage and/or damage must be made at time of delivery. Where purchaser and/or his agent or representative cannot examine and inspect material upon receipt, any claims for shortage must be made within TWENTY-FOUR (24) HOURS of delivery; any claims for damage must be made within FIVE (5) WORKING DAYS of delivery. Any claim made after the prescribed time period shall not be honored.
- 6) Stock materials may be returned, in good condition, with purchasers' account credited, subject to a 20% handling fee plus any applicable freight costs.
- 7 Purchases acknowledged that any and all decisions as to the return of materials is made AT THE SOLE DISCRETION OF G.E. FRISCO COMPANY, INC. AND MAY BE CHANGED OR REVOKED AT ANY TIME WITHOUT NOTICE.
- 8) G.E. FRISCO COMPANY, INC. agrees only to replace any and all material shipped and/or received in defective condition. Such replacement will be achieved within a reasonable time period and within the reasonable bounds of normal business and economic conditions.
- 9) Purchaser agrees that his SOLE REMEDY available for any default arising out of the sales and/or use of any and all materials purchased shall be the return of said materials purchased for a full refund. Purchaser acknowledges that no claims will be made against, or shall include, G.E. FRISCO COMPANY, INC. where either consequential or incidental damages are sought.
- 10) On all matters referred by G.E. FRISCO COMPANY, INC. to their attorneys for collection, purchaser agrees to pay 25% of the total sale price or the actual fees incurred, whichever is greater, for attorneys' fees, plus costs and disbursements
- 11) PURCHASER AGREES THAT G.E. FRISCO COMPANY, INC. SHALL NOT BE RESPONSIBLE FOR ANY MANUFACTURER OR SHIPPING DEFECT. Purchaser further agrees to hold G.E. FRISCO COMPANY, INC. harmless for any manufacturer or shipping defect and for any injury to person or otherwise, due to said defects.
- 12) G.E. FRISCO COMPANY, INC. makes NO WARRANTIES express or implied, including without limitation WARRANTIES AS TO MERCHANTABILITY, OR AS TO FITNESS FOR A PARTICULAR USE OR PURPOSE, and as such shall not be liable for any loss or damage directly or indirectly arising from the use of such materials. Further, all MATERIALS ARE DELIVERED "AS IS" AND "WITH ALL FAULTS". Any contradictory statements made by an employee of G.E. FRISCO COMPANY, INC. shall have no effect or bearing, and the terms contained herein shall control.
- 13) TITLE FOR ALL GOOD AND/OR MATERIALS REMAINS WITH G.E. FRISCO COMPANY, INC. UNTIL PAID FOR IN FULL BY THE PURCHASER. Should purchaser take action under TITLE XI of the United States Code, or take any other action to avoid making payment in full, purchaser agrees to promptly return any materials not paid in full. Purchaser agrees to keep materials fully insured until paid for in full.
- 14) THE RISK OF LOSS of any goods and/or materials shall pass to the purchaser as soon as said goods and/or materials are delivered to purchaser at its place of business or any other place specifically designated by the purchaser for the delivery or pickup.
- 15) If subscriber does not purchase materials from G.E. FRISCO COMPANY, INC. for a period of two (2) years from the last purchase, then credit will no longer be extended to subscriber and subscriber will have to reapply for credit.