



Credit Application for Businesses

Please complete and sign the form, then fax or mail signed original using information above.

Date: _____

Legal Business Name: _____

Address: _____

Business Phone: _____ Fax: _____

Type of Business: Corporation Sole Proprietor Partnership

Nature of Business: _____

Date Business Started: _____

Tax Exempt: No Yes Certificate No. _____

Principals:

1. Name: _____
Position/Title: _____
Home Address: _____
Phone Number: _____
Social Security Number: _____

2. Name: _____
Position/Title: _____
Home Address: _____
Phone Number: _____
Social Security Number: _____

Business References:

1. Supplier: _____
Address: _____
Phone: _____ Fax: _____

2. Supplier: _____
Address: _____
Phone: _____ Fax: _____

3. Supplier: _____
Address: _____
Phone: _____ Fax: _____

Financial:

Bank _____

Officer _____

Address _____

City _____ State _____ Zip _____

Account No. _____

Phone No. _____

We certify that all information on this form is correct. We fully understand your credit terms of Net 30 days. Any unpaid balance over 30 days will accumulate a monthly finance charge of 1.5%. We also understand we will be responsible for any unpaid debts, collection fees and legal expenses.

Signed _____

Title _____

Date _____

TERMS AND CONDITIONS OF SALE

1. These terms and conditions of sale shall control on all sales, including all direct shipment sales arranged by or through CBT Supply, Inc. dba SMARTdesks, whether or not materials are delivered by or through CBT Supply, Inc.
2. All orders placed for special order materials (i.e. those materials not kept in stock), are final, and require a 50% deposit at time of order, with the balance due upon arrival at CBT Supply, Inc. Once a special order is placed and confirmed in writing by CBT Supply, Inc. dba SMARTdesks, purchaser agrees to accept said materials and make payment in full. RETURNS SHALL NOT BE PERMITTED ON SPECIAL ORDER MATERIALS.
3. On all orders placed for stock, out of stock and special order materials, where the delivery date is delayed due to a manufacturer shipping, or any other error, purchaser agrees to hold CBT Supply, Inc. harmless for any delay and agrees to make payment in full for said goods.
4. All materials delivered must be examined and inspected by the purchaser and/or his agent or representative upon receipt. For all materials examined and inspected upon receipt, any claim of 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 and all claims must be made within three (3) working days. Any claims made after the prescribed time period shall not be honored.
5. Stock materials may be returned, if in good condition, with purchaser's account credited subject to a 15% handling fee.
6. Purchaser acknowledges that any and all decisions as to the return of materials are made AT THE SOLE DISCRETION OF CBT Supply, Inc., AND MAY BE CHANGED OR REVOKED AT ANY TIME WITHOUT NOTICE.
7. CBT Supply Inc. agrees only to replace any and all material shipped and/or received in defective condition.
8. Purchaser agrees that his SOLE REMEDY available for any default arising out of the sale 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 suit will be brought against, or shall include, CBT Supply, Inc. where either consequential or incidental damages are sought.
9. Any claim or controversy shall be settled either, by binding arbitration, or by any court of competent jurisdiction. MARYLAND PURCHASERS AGREE THAT JURISDICTION FOR ALL CLAIMS SHALL BE PLACED IN THE STATE OF MARYLAND, BALTIMORE CITY. On all disputed matters, purchaser agrees to pay CBT Supply, Inc.'s attorneys fees, costs and disbursements.
10. On all matters referred by CBT Supply, Inc. to their attorneys for collection, purchaser agrees to pay 20% of the total sale price or the actual amount billed, whichever is greater, for attorneys fees, plus costs and disbursements.
11. Materials are delivered "as is" and "with all faults." With respect to personal injury, the purchaser agrees that CBT Supply, Inc. shall be held harmless for any injury to persons resulting from manufacturing flaws or defects resulting from damage in shipment.

12. Warranties for merchantability and fitness for a particular use or purpose: CBT Supply, Inc. makes no warranties, expressed or implied, concerning merchantability and fitness for a particular use or purpose of its products, and will not be held responsible for loss or damage, directly or indirectly, arising from the use of said products. This expressed, written policy supercedes any verbal statement made by a CBT Supply, Inc. employee, or any dealer or representative, stating otherwise.

13. TITLE FOR ALL GOODS AND/OR MATERIALS REMAINS WITH CBT Supply, Inc. UNTIL PAID FOR IN FULL BY THE PURCHASER. Should purchaser take action under Title 11 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 for in full. Purchaser agrees to keep the 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 delivery.

15. Purchaser agrees that any account thirty (30) days past due shall be charged 1.5% per month interest on the unpaid balance, (18% per annum).

16. In the event the purchaser is a corporation, partnership, or any other legal entity, the individual or individuals whose signature appears hereon agree to and do personally guarantee payment for any and all materials sold to the above-named entity.

By signing, the purchaser acknowledges that he/she has read and AGREES TO ALL OF THE ABOVE TERMS AND CONDITIONS OF SALE AND THAT WITH REGARD TO ANY DISCREPANCY BETWEEN THESE TERMS, AND THE TERMS OF SALE FOUND ON ANY OTHER COMPANY DOCUMENT, THESE TERMS SHALL CONTROL.

Signature _____ Date _____
Print _____ Title _____

Signature _____ Date _____
Print _____ Title _____