PEABODY engineering
No Boundaries.™

Send Completed and Signed Application To:
CreditApp@4Peabody.com or fax: (951) 734-4111
(951) 734-7711 ext 125

CREDIT APPLICATION

Date: _____ Applying for Credit for: ☐ Telecom Division ☐ Tank Division ☐ Custom Molding

Company Name: _____ Phone: _____ Fax: _____

Website: _____ Email: _____

DBA/Trade Style: _____ Date Established: _____

TIN: _____ AP Manager: _____ Purchasing Contact: _____

AP Email: _____ Purchasing Email: _____

Billing Address: _____ Corporate: _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Check One: ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ LCC ☐ Entity No. _____

	Name of Principals/Officers	***Title***	***Residential Address***	***Social Security Number***
1				
2				
3				

Tax Status: ☐ Taxable ☐ Non-Taxable Exemption Number _____

Duns Number _____ First Order $_____ Est. Annual Purchases _____

How did you hear about us? ☐ Recommendation _____ ☐ Trade Show _____

☐ Magazine Ad _____ ☐ Mailing

☐ Salesman _____ ☐ Internet Search _____

☐ Other _____

Key Person(s) Authorized to Make Purchases: _____

Products of Interest: ☐ FRP Systems ☐ Tanks and Related Products ☐ Custom Molded Products

Trade References – Please Provide 4

	Company Name/Contact	*Street Address*	*City*	*State*	*Zip*	*Fax Number*
1						
2						
3						
4						

Bank Information: Attach additional sheet if necessary. Application must be signed and returned before client will be considered.

Bank Name: _____ Telephone Number _____

Address _____

Account #: _____ Type of Account: _____ Contact: _____

Authorization signature to verify banking information:

_____

Signature Print name Date

CREDIT APPLICATION - Continued

Conditions of Sale

1. Invoices are considered net and past due on the 30th day of receipt and late charges will be assessed on the 31st day following the due date.
2. Report all shorts or damages within ten (10) days of receipt of goods.
3. Past Due Account will be put on a C.O.D. basis.
4. 1-1/2% per month interest plus recovery costs will be assessed on all past due accounts.

Purchaser Agrees to pay all collection costs, attorney fees, court costs, and all other costs incurred by the seller in securing payment in full for merchandise covered on any invoices for products and services ordered from Peabody. If litigation is necessary, purchaser agrees to jurisdiction in the State of California.

The preceding information is given to Peabody Engineering & Supply, Inc., as an inducement to granting open account credit. I certify that the information is correct to the best of knowledge. I have read and understand the terms of sale and agree to the conditions as outlined above and the terms as shown in the catalog.

I hereby authorize the release of credit information to Peabody Engineering for the purpose of establishing credit terms.

Signature of Owner/Officer/Partner	*Printed Name*	*Title*	*Date*

Signature of Owner/Officer/Partner	*Printed Name*	*Title*	*Date*

☐ By clicking this box I accept these Terms and Conditions set forth in this Peabody Engineering Credit Application.

Peabody Engineering – Terms and Conditions

Legal Effect: Peabody Engineering and Supply Inc., (hereinafter "Peabody"). The following terms and conditions shall apply to and from a part of any order by Purchaser. Any additions and / or changes to the following terms, which may be contained in Purchaser's buying order, are hereby rejected in advance and shall not become a part of any order unless expressly agreed to in writing by an authorized employee of Peabody. Orders cannot be cancelled or altered by Purchaser, except with the written consent of Peabody and upon terms which will indemnify Peabody against any loss occasioned thereby. (See "Terms of Payment" and "Cancellation"). All additional costs incurred by Peabody due to any modifications, revisions or changes in design or specifications must be paid by Purchaser.

Acceptance: All offers to purchase, proposals and contracts of sale are subject to final approval and acceptance in writing by an authorized employee of Peabody.

Terms of Payment: Unless specified otherwise by Peabody in writing, the terms of payment shall be net cash or equivalent within thirty (30) days after shipment. These terms apply to partial as well as to complete shipments. All freight invoiced by Peabody is due upon receipt of invoice with no discounts. (See "Delivery"). (No retainages of any kind will be permitted).

If any proceeding is initiated by or against Purchaser under any bankruptcy or insolvency law, or if, in the judgment of Peabody, the financial condition of the Purchaser at the time the goods or equipment is ready for shipment does not justify the terms of payment otherwise specified. Peabody reserves the right to require full payment in cash prior to making shipment. If such payment is not received within fifteen (15) calendar days after notification of readiness for shipment, Peabody may cancel the order any time prior to shipment and require payment of Peabody's reasonable cancellation charges (See "Cancellation Fee").

If Purchaser requests or otherwise causes a delay in shipment of any goods or equipment, payment based on date of shipment shall become due as of the date when ready for shipment. If Purchaser delays the completion of the manufacture of certain goods or equipment, Peabody may elect to require payment according to the percentage of completion. Goods or equipment held by Peabody for the benefit of Purchaser shall be at Purchaser's own risk and storage charges may be applied at the discretion of Peabody.

Accounts past due shall bear interest at the highest rate lawful under the law. If there is no limit set by law, such interest will be at a rate of 1 1/2% per month, or eighteen percent (18%) on an annual basis, compounded monthly. Purchaser shall pay all costs and expenses, including reasonable attorneys fees, incurred in collecting same.

Cancellation Fee: In the event that the Purchaser requests or causes cancellation of any order, Purchaser agrees to pay Peabody a cancellation fee equal to ten percent (10%) of the invoice amount of said cancelled order. In addition, Purchaser agrees to indemnify or reimburse Peabody for Peabody's actual costs, expense and / or charges incurred up to and including the date of cancellation in connection with the manufacture or procurement of the goods or equipment being cancelled.

Return Policy: No returns accepted without prior authorization. All merchandise is subject to a 30% restocking charge. All custom orders are nonrefundable.

Title of Goods/Taxes: Purchaser acknowledges that, unless otherwise agreed to by the parties in writing, all sales shall be consummated, and all rights, title and ownership to the goods or equipment being sold shall take place in the state in which delivery of the goods and / or equipment is made of Purchaser. All goods and equipment purchased from Peabody are subject to inspection and final approval by Purchaser at Purchaser's place of business, or place of delivery if different from Purchaser's place of business, within ten (10) days of delivery date. If no claims are made to Peabody within ten (10) calendar days of delivery of said goods and / or equipment of Purchaser's place of business or other designated delivery point, Purchaser acknowledges that goods and / or equipment are acceptable for full payment. Purchaser acknowledges that all sales will be subject to the imposition of all applicable sales and use taxes in the state in which the sale consummated and title of goods in transferred unless Purchaser provides Peabody, no later than the date of shipment, with a resale exemption certificate or other sales or use tax exemption certificate issued by the state in which such sales take place. Purchaser understands and acknowledges that, except for sales which occur in the State of California, Purchasers shall be solely responsible for the payment of any state sales and / or use taxes on the goods and / or equipment purchased and Peabody shall have no obligation, whatsoever, for the collection of said taxes and / or remittance of same to the appropriate State Taxing authorities.

All sales to or in the State of California (where delivery is made to the Purchaser in California), shall be subject to California sales and use taxes unless Purchaser provides to Peabody, on or prior to the date of shipment, a resale exemption certificate or other sales and / or use tax exemption certificate issued by the State of California.

Peabody shall collect all such sales and use taxes due on any sales made to purchasers in California unless Purchaser provides Peabody with the proper sales and use tax exemption certificate specified above. In the event that sales and use taxes are not charged to Purchaser by Peabody and it is later determined that such taxes are in fact payable for a specific purchase or purchases, Peabody agrees to remit such sales and use taxes along with any interest and penalties that may be levied and / or accrued, immediately upon notification by Peabody that such taxes are due.

Title and Lien Rights: All goods and equipment shall remain the personal property of Peabody, regardless of how affixed to any realty or structure until the price for said goods and equipment has been fully paid in cash or certified funds. In the event of Purchaser's default, Peabody shall have the right to repossess such goods and equipments at Purchaser's expense.

Schedule of Shipment: Time specified for shipment is only an estimate and is based upon the receipt by Peabody of all information and necessary approvals. The shipping schedule shall not be construed to limit Peabody in making commitments for materials or in fabrication articles under any order in accordance with Peabody normal and reasonable production schedules.

Peabody shall in no event be liable for delays caused by acts of God, fire, strikes, labor difficulties, act of governmental or military authorities, delays in transportation or procuring materials, or causes of any kind beyond Peabody's reasonable control.

Delivery: Peabody assumes no responsibility for goods or equipment shipped by commercial carrier. Peabody is not responsible for loss or damage in transit. All claims for loss or damage should be made by the Purchaser directly with the carrier.

Unless otherwise specified in the order, delivery will be F.O.B. point of destination. In the absence of exact shipping instructions, Peabody will use its' discretion regarding the best means of shipment. No liability will be accepted by Peabody for so doing. All transportation charges are for and at the Purchaser's expense unless otherwise specified in writing by Peabody. Freight will be billed separately with no discounts allowed and due upon receipt of invoice or as otherwise noted in writing by Peabody. All freight quotes are estimates only. Any additional freight charges billed to Peabody by carrier due to an invoice correction, re-consignment or any other reason will be the responsibility of the Purchaser and Purchaser hereby agrees to pay for any such fees upon receipt of invoice.

No liability will be accepted by Peabody for damage caused during or as a result of off-loading by crane or other method, to the goods or merchandise, or any other damage occurring as a result of related to the uploading of such goods or merchandise.

Federal, State and Local Laws: Peabody will endeavor to comply with the various Federal, State and Local Laws concerning occupational health and safety in the manufacture of its' equipment. Improper installation or improper use and operation of the equipment by Purchaser or any other person, its affiliates, agents and / or authorized representatives, and all other matters beyond the control of Peabody, cannot be assumed by Peabody as to responsibility for compliance with such laws and regulations, whether by way of indemnity, warranty of otherwise.

Third Parties: Peabody terms and conditions are applicable only between Peabody and Purchaser. Under no circumstances shall Peabody be a party to, or otherwise be bound by, any other contract or agreement, whether written or oral which Purchaser, its affiliates, agents and / or authorized representatives may have with other third parties unless; Peabody shall thereafter have consented in writing to be bound by said contract or agreement.

Unlimited Guarantee

FOR GOOD AND VALUABLE CONSIDERATION, and as an inducement for Peabody Engineering to extend credit to:

_____

The undersigned jointly and severally and unconditionally guarantee to Peabody Engineering the prompt and full payment of all sums now or hereinafter due Peabody Engineering from:

_____

And the undersigned agree to remain fully bound on this guarantee notwithstanding any extension, forbearance, or waiver, or release, discharge or substitution of any collateral or security for the debt. In the event of default, Peabody Engineering may seek payment directly from the undersigned without need to proceed first against:

_____

This guarantee shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed on this date:_____

Signature:_____

Print Name:_____

Title:_____

Signature:_____

Print Name:_____

Title:_____