

ACCOUNT SETUP

Name of Business:

Billing Address:

City/State/Zip Code:

Phone Number:

Fax:

Email:

Shipping Address:

City/State/Zip Code:

Estimated Monthly Purchases:

Check one only: Corporation Partnership Limited Liability Co. Proprietorship

Officers:

Is a PO required to place an order? YES NO

Any special requests? Buyers must be on approved list, etc?

Payment Terms

Please select what type of account you are requesting by initialing below.

“CASH ACCOUNT” Payment is due prior to an order being placed.

“Buyer would like to purchase on account.” Payments are due within thirty (30) days of the invoice date. There is no grace period and Buyer’s account may be automatically placed on hold if payment is not received within the period provided by these Terms and Conditions.

All amounts that are thirty (30) days past due will be subject to a monthly service charge of 1.5% of the outstanding balance (or such other amount as permitted by local law). If the account is referred to collection, the Buyer will be responsible for all costs of collection including attorney’s fees and court costs. Buyer agrees to venue and jurisdiction in the Circuit Court of St. Louis County, Missouri at the Seller’s sole option. All sales contracts are subject to approval by our credit department.

WARRANTIES. Since the goods sold hereunder are not manufactured by it, THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. This disclaimer is for all liability including liability in contract, in tort or otherwise for incidental, consequential, special damages, or any loss or damage, whether to property or injury to persons, whether foreseeable or not foreseeable, resulting, directly or indirectly, from the use or loss of use of any product sold. ATS agrees to assign and pass-through to Buyer any express warranty provided by the manufacturer of the product purchased, which shall be Buyer’s exclusive warranty. Buyer’s remedies are subject to any limitations contained in manufacturer’s terms and conditions to Seller. If there is no warranty provided by the manufacturer, then the goods are sold “as is.”

Returns

In no case are goods to be returned without first obtaining ATS’s permission. Buyer shall pay the costs of return of any goods and shall use its best efforts to insure that all packaging materials that ATS supplies are maintained in suitable storage areas to protect them from damage, including, without limitation, from forklifts and weather. Goods must be securely packed to reach ATS without damage. Material accepted for credit may be subject to a service charge plus all transportation charges. Credit for returned goods will be allowed only to the extent agreed to in writing by a duly authorized representative of ATS.

(a) A restocking fee of 10-20% may apply for stock items.

(b) Special orders may not be subject to return for credit. Return privileges, if available, on special order material will involve restocking charges as specified by the manufacturer.

[Buyer]
(Corporation, Partnership or LLC only)

[Buyer]
(Proprietorship only)

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Initials



IF YOU WISH TO PURCHASE ON AN ACCOUNT WITH 30 DAY TERMS, PLEASE COMPLETE INFORMATION BELOW AND ON THE NEXT PAGE:

SSNs (If the Business is a Proprietorship, list all proprietors):

Name of Bank and Its Address:

Credit References:

(Preferably Other Electrical Companies)

Name:

Address:

Phone:

Name:

Address:

Phone:

Name:

Address:

Phone:

INDIVIDUAL GUARANTY OF BUYER'S INDEBTEDNESS

(Required of corporations, partnerships and LLCs but not proprietorships)

The undersigned Guarantor(s) in order to induce ATS to extend credit to Buyer herein, does hereby unconditionally personally guarantee all sums which may be owed by Buyer to ATS whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing, and shall continue to apply to all indebtedness, which Buyer may incur. ATS may modify the indebtedness, accept or release collateral, or release the Buyer or any Guarantor without releasing the other Guarantors, and such release may be done without notice to the other Guarantor(s). The undersigned Guarantor(s) waive notice of execution of this Guaranty. Performance of this Guaranty shall be at St. Louis County, Missouri, and the undersigned Guarantor(s) promises to pay the indebtedness and obligation incurred hereunder at St. Louis County, Missouri. If it becomes necessary to enforce guarantee by suit, Guarantor(s) agree(s) to pay court costs, interest and attorney's fees as allowed by law. In the event of suit, we agree to venue and jurisdiction in the Circuit Court of St. Louis County, Missouri at Seller's sole option.

Signature: (Do Not State Title)

Signature: (Do Not State Title)

(Spouse must sign even if not active in business)

Printed Name:

Printed Name:

Address:

Address:

City/State/Zip Code:

City/State/Zip Code:

Date:

Date:

Initials

