

## CREDIT APPLICATION

Company			
DBA (if different)			
Federal ID #		Duns #	
Street Address			
State		Zip Code	
Phone #		Fax #	
Date company started		Annual Sales	

### Proprietorship, Partnership or Officers if Incorporated:

Name & Title	Email	Direct Phone #

### Accounting Information:

Bank Name		
Bank Contact	Email	Phone #
Accounts Payable Contact	Email	Phone #
CFO or Equivalent	Email	Phone #

### References – Please provide Three (3) current suppliers we may contact:

Reference Name	Email	Phone #

### Required Supporting Documentation:

- Please provide a copy of last year-end financial statement.
  Provide copy of W9 if applicable.
- Provide copy of Tax Exemption Certificate if applicable.
  Signature is required in order to process application.

### There are three ways to process and submit this agreement:

- 1) Sign completed Credit Application and fax to 765-622-0697 – Attn: Kathy Duff or scan & email to Kathy Duff.
- 2) Enter required signatures and select the “Agree Button” to be prompted to submit Credit Application via email.
- 3) Sign completed Credit Application and mail to: Solas Ray™ Lighting 1524 Jackson Street, Anderson, IN 46016

Credit Applications are to be sent to: Kathy Duff, Credit Manager: [kathy@solasray.com](mailto:kathy@solasray.com)

# Solas Ray™ Lighting, a division of Continental Manufacturing, LLC Standard Terms and Conditions of Sale

Revised 3.15.18

## Acceptance, Payment Terms and Service Charges

The Buyer's Purchase Order constitutes an offer by Buyer to purchase Goods in accordance with these Terms and Conditions. Payment terms are 50% Deposit at time of order and balance due at time of shipment unless credit has been approved. Payment terms on credit-approved accounts are net 30 days. All special orders require a 50% Deposit. Any invoice not paid in full within 30 days of the date thereof shall accrue service charges on the unpaid balance at the rate of 1% per month. Payment will be applied first to Court costs and attorneys' fees (if any), then to service charges, and then to principal.

## Product Warranty/Remedies

Warranty for Solas Ray™ Products can be found and downloaded from our website: <http://solasray.com/terms-warranty/>. The warranty that applies to a specific purchase is the one in effect at the date the product is shipped. Applicant agrees that their only remedy against Creditor for product that allegedly does not conform to Applicant's specifications shall be replacement of such non-conforming product, and Applicant agrees that Creditor shall not have liability for Applicant's incidental or consequential damages.

**Returns and Cancellations** Return of Goods shall be made in compliance with Seller's Return Policy, which can be downloaded from our website [CLICK HERE](#). All sales are manufactured "to order" and orders may not be canceled after a PO is received. If circumstances warrant special consideration of an exception, contact Customer Service. If an exception is made, it will be confirmed in writing with the appropriate cancellation fee, which will be no less than the amount Seller has already invested in manufacturing the order including but not limited to investment in components, labor and freight, with a minimum charge of 25% of total order.

## Delivery, Title, and Risk of Loss

Products shall be sold FOB Seller's shipping point for shipment to any location designated by Buyer and shall be deemed delivered to Buyer when picked up by the transportation company at the shipping point. Unless otherwise agreed in writing by seller, the Buyer shall pay all transportation charges and expenses.

## Performance

Seller will make a reasonable effort to meet promised delivery dates, but shall not be liable for any delay in delivery or failure to perform due to acceptance of prior orders, strike, lockout, riot, war, fire, act of God, accident, or delays caused by any subcontractor or supplier or by Buyer. Buyer agrees that such delay in delivery or failure to deliver or perform any part of this Agreement shall not be grounds for Buyer to terminate unless the delay extends beyond three (3) months from the originally scheduled delivery date, in which case either party may, with written notice terminate this agreement without further liability for the unperformed part of the Agreement.

## Liquidated Damages for Collection

In the event Applicant defaults on this account and Creditor refers collection of this account to an attorney or Collection Agency, Applicant agrees to pay any collection costs incurred including but not limited to collection services, attorneys and court fees, with a minimum fee of 20% of all amounts to be collected.

## Disputes

Disputes over services or payments will be handled first by non-binding mediation. If resolution is not accomplished, disputes will be resolved by binding arbitration, with a licensed arbitrator agreed upon by both parties.

## Governing Law

This agreement is executed in Indiana and shall be interpreted, construed and enforced in accordance with Indiana law.

I attest that I am a principal or executive of the firm applying for credit and have been duly authorized to sign on the firm's behalf. I warrant that the above information is true and correct. I agree that Solas Ray™ may investigate my company's credit record and authorize any and all agencies listed on this application as a credit reference to release credit information to Solas Ray™. I further attest that I have read and understood the above Terms and Conditions and agree to them.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By (Print Name): \_\_\_\_\_ Title: \_\_\_\_\_

## For Partnerships, Sole Proprietors or Closely Held Corporations

The undersigned personally guarantees to Continental Manufacturing LLC the payment of every invoice, every debt and obligation of every kind and description, which the company referenced above, may now or any time hereafter owe to Solas Ray™ Lighting.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

By clicking "Agree" you agree to the above statement. By clicking the "Agree Button and submitting this application via email, you agree to the above statement and the terms of this application. If you are faxing or using US mail, application requires an authorized signature.