

**INDUSTRIAL INSULATION SALES, INC.**

**Main Office:** 2101 Kenmore Ave., Buffalo, NY 14207  
Phone: 716-874-7278, Fax: 716-871-3498

**Branch:** 631 Trabold Rd. Rochester, NY 14624  
Phone: 585-247-0852, Fax: 585-247-9354

**CREDIT APPLICATION FOR A BUSINESS ACCOUNT**

BUSINESS INFORMATION				
Full Company Name:				
Business Address:				
City:	State:	Zip Code:		
Billing Address (if different):				
City:	State:	Zip Code:		
Phone:	Fax:	Email:		
Sole Proprietorship:	Partnership:	Corporation:	Other:	
If Incorporated, in what State?		Federal ID (EIN) #:		
If not incorporated, list primary owners and Social Security numbers and home addresses:				
Name of owner:		SS#:		
Home Address:	City:	State:	Zip:	
Name of owner:		SS#:		
Home Address:	City:	State:	Zip:	
Accounts Payable Contact:		A/P Phone #:		
Date Business Commenced:				
Type of Business:				
BUSINESS / TRADE REFERENCES				
Full Company Name:				
Address:				
City:	State:	Zip Code:		
Phone:	Fax:	Email:		
Full Company Name:				
Address:				
City:	State:	Zip Code:		
Phone:	Fax:	Email:		
Full Company Name:				
Address:				
City:	State:	Zip Code:		
Phone:	Fax:	Email:		
Full Company Name:				
Address:				
City:	State:	Zip Code:		
Phone:	Fax:	Email:		
SIGNATURE OF COMPANY AUTHORIZED REPRESENTATIVE (Form must be filled out completely & signed by an Officer or Owner in order to be processed)				
Signature: _____				
Title:		Date:		

# INDUSTRIAL INSULATION SALES, INC.

**Main Office:** 2101 Kenmore Ave., Buffalo, NY 14207  
Phone: 716-874-7278, Fax: 716-871-3498

**Branch:** 631 Trabold Rd. Rochester, NY 14624  
Phone: 585-247-0852, Fax: 585-247-9354

## BANK INFORMATION RELEASE FORM

BUSINESS INFORMATION		
Full Company Name:		
Business Address:		
City:	State:	Zip Code:
Phone:	Fax:	Email:

BANK INFORMATION		
Bank Name:		
Address:		
City:	State:	Zip Code:
Bank Contact:		
Contact Phone #:	Contact Fax #:	
Bank Account Number(s):		
<p>I, _____ hereby authorize the above listed banking institution to disclose credit information to INDUSTRIAL INSULATION SALES, INC. for consideration of credit terms.</p> <p><b>SIGNATURE OF COMPANY AUTHORIZED REPRESENTATIVE</b> (Form must be filled out completely &amp; signed by an Officer or Owner in order to be processed)</p> <p>Signature: _____</p> <p>Title: _____ Date: _____</p>		

## INDUSTRIAL INSULATION SALES, INC.

Main Office: 2101 Kenmore Ave., Buffalo, NY 14207  
Phone: 716-874-7278, Fax: 716-871-3498

Branch: 631 Trabold Rd. Rochester, NY 14624  
Phone: 585-247-0852, Fax: 585-247-9354

### STANDARD TERMS & CONDITIONS OF SALE

**TERMS & CONDITIONS:** These terms and conditions represent the final and complete agreement of the parties with respect to any and all sales of product (along with the credit application executed by the Buyer), and no terms or conditions in any way modifying or changing the provisions stated herein (or the credit application) shall be binding upon Seller unless made in writing and signed and approved by an officer or other authorized person of the home office of Seller in Buffalo, NY. No modification of any of these terms and conditions shall be affected by Seller's shipment of goods following receipt of Buyer's purchase order, shipping request, or similar forms containing printed terms and conditions additional to or different from the terms herein.

**PAYMENT TERMS:** Buyer shall pay all invoices net thirty days from billing date. Buyer shall receive a 2% discount on invoices paid within 10 days from billing date provided there are no past due amounts owed by Buyer. Any payment not received within thirty days from billing date shall be subject to finance charges of 1-1/2% monthly (18% annually). Buyers having accounts (including finance charges) unpaid by 60 days after the billing date may, at the sole option of Seller, be placed upon "Material Hold" status (no delivery until account is paid in full). If Buyer fails to make payment in accordance with terms of this agreement or fails to comply with any provision hereof, Seller may, at its option and in addition to other remedies, cancel any unshipped portion of any Buyer's order. Upon insolvency, bankruptcy, death or default of payment of or by Buyer, all outstanding amounts owed by Buyer to Seller shall become immediately due and payable.

**PRICE:** Prices are subject to change without notice. Seller's price list is not an offer to sell. Buyer shall pay the price in effect at time of shipment. Any increase in transportation rates or increase in transportation cost resulting from any changes in routing will be charged to Buyer's account. Seller reserves the right to require payment in advance or satisfactory security if the financial responsibility of Buyer becomes unsatisfactory to the Seller.

**TAXES:** All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority, whether federal, state or local, upon the sale, use, or transportation of any goods covered hereby, shall be paid and borne by Buyer.

**TITLE:** Before signing for the shipment from the freight line you should unpack and inspect the shipment, noting any damage on the freight bill. All shipments must be accepted from the freight line when offered for delivery. If damaged, note this on the delivery receipt and request the freight company to make a damage inspection report. Follow the same procedure for concealed damage. Order replacement materials immediately. Use the invoice covering the replacement shipment to support your claim with the freight company. The packing list is a copy of the bill of lading and shows the number of cartons picked up by the freight company and caution should be used to insure that only those cartons received are signed for. If a shortage occurs on any shipment make this notation on the delivery receipt and ask the freight company to trace the missing carton or cartons. It is the customer's responsibility to notify the freight company of any damage within 15 days to comply with I.C.C. regulations

**CANCELLATION:** Orders, once accepted, cannot be cancelled without Seller's prior written consent. In the case of special or non-stock goods, Buyer's cancellation will be accepted only upon Buyer's acceptance and payment in full for finished items and items within ten (10) days of completion.

**RETURNS:** No product purchased will be accepted for return after thirty (30) days. No product will be accepted for return without prior written authorization from Seller's authorized representative. All products returned must be accompanied by its original ticket. A 15% handling charge will be deducted on all returns. Non-stock items will not be returned and will be billed to Buyer's account.

**MINIMUM ORDERS:** Seller reserves the right to ship orders below minimum release quantities via LTL or pooled configuration, whichever provides the most acceptable service for Buyer. Any freight charges, above those allowed in the quotation, are for Buyer's account and will be billed on the invoice at the time of shipment. Seller reserves the right to treat any order of \$30.00 or less as a cash sale, and to ship same by whatever mode is most expeditious, (UPS, LTL Common Carrier, CPU, etc.).

**WARRANTY:** All warranties of manufactured products expressed or implied, shall be construed to be those only of the manufacturer. INDUSTRIAL INSULATION SALES, INC. shall assume no warranty liability for any product sold, unless said product has been modified by INDUSTRIAL INSULATION SALES, INC. during the stocking and handling process.

**LIMITATION OF LIABILITY:** Seller shall not be liable for incidental or consequential losses, damages, or expenses, directly or indirectly arising from the sale, handling, or use of the products, or from any other cause relating thereto, and Seller's liability in any case is expressly limited to the replacement (in the form originally shipped) of products not complying with this agreement, or, at Seller's election, to the repayment of, or crediting Buyer with, an amount equal to the purchase price of such goods, whether such claims are for breach of warranty or negligence.

**FORCE MAJEURE:** Delay in delivery or non-delivery in whole or in part by Seller shall not be a breach of this agreement if performance is made impracticable by the occurrence of any of the following contingencies, the nonoccurrence of which is a basic assumption on which the agreement is made: (a) Fires, Floods, or other casualties; (b) Wars, riots, civil commotion, embargoes, governmental regulations, or martial law; (c) Seller's inability to obtain necessary materials (finished or otherwise) from its usual sources of supply; (d) Shortage of cars or trucks or delays in transit; (e) Existing or future strikes or other labor troubles affecting production or shipment, whether involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the employer. And (f) Other contingencies of manufacture or shipment, whether or not of a class or kind mentioned herein, not reasonably within Seller's control.

**LAW & JURISDICTION:** All transactions herein are governed in accordance with the laws of the State of New York without regard to conflict of law principles. Buyer and its principals hereby consent to personal jurisdiction in New York and hereby waive any personal jurisdiction defense. Any lawsuit commenced by the Buyer that relates to products sold to Buyer shall be commenced in Erie County, New York. If Buyer commences any action outside of Erie County, Buyer shall pay all costs and attorneys fees incurred by Seller in seeking a dismissal and/or change of venue of any such action.

**COLLECTION COSTS:** Buyer agrees to pay all costs and expenses, including attorney's fees, incurred by Seller in collecting any outstanding amounts due owed by Buyer under this agreement.

**BUYER WARRANTY AND AUTHORIZATION:** The previously listed information is given for the purpose of obtaining credit and is warranted to be true. Customer hereby authorizes Seller to investigate the references listed previously concerning Buyer's credit and finances.

SIGNATURE OF COMPANY AUTHORIZED REPRESENTATIVE (Form must be filled out completely & signed by an Officer or Owner in order to be processed)

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_