



PO Box 25248 ✂ OKLAHOMA CITY, OK 73125 ✂ (405) 239-7771 ✂ (866) 908-0261 FAX

OKLAHOMA CITY ✂ WOODWARD ✂ STILLWATER ✂ SHAWNEE ✂ ROLAND/Ft SMITH ✂ CLINTON ✂ LAWTON ✂ DUNCAN ✂ CHICKASHA ✂ ARDMORE

LIGHTING SHOWROOM: OKLAHOMA CITY

WWW.HUNZICKER.COM

WEBMASTER@HUNZICKER.COM

APPLICATION FOR CREDIT

Company or Applicant Name _____

Phone (____) _____ Fax (____) _____ Cell (____) _____

Billing Address _____ City _____ ST ____ ZIP _____

Shipping Address _____ City _____ County _____ ST ____ ZIP _____
(Please use the Delivery Locations sheet for additional shipping locations)

Email Addresses _____
If you would like to receive : Communication by Email Invoices by Email Statements by Email

Names of Owners, Partners, or Corporate Officers:

(Not necessary for National Companies, Schools, Govt. Agencies, Hospitals, etc.)

SSN and Date of Birth

Home Address

Names of Owners, Partners, or Corporate Officers:	SSN and Date of Birth	Home Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ Proprietorship ☐ Partnership ☐ Privately Owned Corp ☐ Publicly Traded Corp ☐ Government ☐ LLC ☐ LLP

F.E.I. Number _____ Dun & Bradstreet # _____ How long in business _____

Previous Employment _____
(If less than 2 years)

SIC Codes: 1. _____ 2. _____ 3. _____

Kind of business: ☐ Electrical ☐ Heat & Air ☐ Refrigeration ☐ Plumbing ☐ Construction ☐ Resale
☐ Manufacturing ☐ Political Entity ☐ Hospital ☐ Other _____

Contacts:

(Plant Manager, Service Manager, Accounts Payable, Invoice/Statement Contact, Purchasing Agent, etc.):

Name	Title	Phone	Fax	Email
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

OFFICE USE ONLY

Approved _____ Acct#/Slsmn _____ Credit Limit/Terms _____ Date _____

SALES OR USE TAX EXEMPTION CERTIFICATE

The undersigned purchaser certifies that the sale to him/her of tangible personal property or services by Hunzicker Brothers, Inc. is exempt from the sales or use tax levied under the sales and use tax laws of the State of _____ for the following reason(s):

- () Material purchased will be resold as tangible personal property. I hold valid Retail Tax Registration No. _____, dated _____, issued by the State of _____.
- () Material purchased will become an ingredient or component part of tangible personal property produced or manufactured for ultimate sale at retail. I hold valid Tax Registration No. _____, dated _____, issued by the State of _____.
- () Material is being purchased by the State of _____, or a political subdivision thereof, or a public or private nonprofit hospital for purposes exempt by law from sales or use tax.
- () Material is being purchased by a public or private elementary or secondary school or nonprofit educational institution for purposes exempt by law from sales or use tax of the State of _____.
- () Material purchased is exempt from the sales or use tax of the State of _____ because (state specific basis for exemption as authorized by law).

The undersigned understands and agrees that if he/she uses the property other than as stated above or for any purpose which is not exempt from sales or use tax, he/she shall be liable for the tax and all penalties. The undersigned agrees to hold Hunzicker Brothers, Inc. harmless from any and all liability for failure to collect sales or use tax pursuant to this certificate.

Purchaser: _____
Business/Individual Name

Address: _____

By: _____
Signature_____
Authorized

Date: _____

BANK REFERENCE

Name of Bank _____ Account No. _____

Address _____ City _____ ST _____ Zip _____

Bank Officer to contact _____ Phone () _____

How long have you done business there? _____ Fax () _____

Name or Names under which accounts or loans are listed:

Name of Bank _____ Account No. _____

Address _____ City _____ ST _____ Zip _____

Bank Officer to contact _____ Phone () _____

How long have you done business there? _____ Fax () _____

Name or Names under which accounts or loans are listed:

TRADE REFERENCE

Name _____ Address _____

City _____ State _____ ZIP _____

How long have you done business there? _____ Phone () _____ Fax () _____

Name _____ Address _____

City _____ State _____ ZIP _____

How long have you done business there? _____ Phone () _____ Fax () _____

Name _____ Address _____

City _____ State _____ ZIP _____

How long have you done business there? _____ Phone () _____ Fax () _____

Name _____ Address _____

City _____ State _____ ZIP _____

How long have you done business there? _____ Phone () _____ Fax () _____

Purchase Order Terms and Conditions

These Purchase Order Terms and Conditions ("Terms and Conditions") shall govern the sale of any and all goods, materials, equipment, products, and/or services provided incidental to the sale of such products (collectively the "Product") by and between Hunzicker Brothers, Inc. ("Seller") and each customer ("Buyer"). Seller and Buyer may be referred to herein individually as a "Party" and collectively as "Parties."

1. **Application**: These Terms and Conditions are expressly incorporated into and form a part of each and every purchase order, delivery ticket, invoice, quotation, pricing proposal, or similar document between the Parties ("Purchase Order"). Buyer's acceptance of a Purchase Order shall constitute acceptance to these Terms and Conditions. These Terms and Conditions shall constitute the entire agreement between the Parties with respect to Products sold by Seller to Buyer, and any Purchase Order shall be valid only to specify the Products to be provided, the shipping and delivery terms, and/or the price Buyer shall pay Seller for the Product. All other "terms and conditions" contained in such documents shall be void and unenforceable. These Terms and Conditions shall not be modified, unless agreed to in writing by an authorized representative of Seller.
2. **Acceptance**: Acceptance of any request for Product from Buyer is subject to approval by Seller, and, when applicable, Seller's suppliers. Seller reserves the right to accept or reject any request for Product (or a portion thereof) without liability to Buyer, including, without limitation, if Buyer's credit becomes unsatisfactory to Seller and/or to immediately change the terms of any credit extended to Buyer.
3. **Pricing**: All prices specified in a Purchase Order are subject to change without prior notice and subject to correction for errors or omissions. Prices quoted by Seller to Buyer shall be exclusive of any applicable shipping and handling charges, which shall be for the account of Buyer.
4. **Taxes and Tariffs**: Except as may expressly appear in a Purchase Order, the prices quoted do not include any manufacturer's tax, retailer's tax, occupation tax, use tax, sales tax, excise tax, duty, customs, tariffs, inspecting or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority or measured by any transaction between Seller and Buyer ("Taxes and Tariffs"), including, without limitation, any import or export duties, taxes or tariffs imposed on Buyer, Seller or the manufacturer or supplier of any Products sold or included. All Taxes and Tariffs shall be paid by the Buyer in addition to the prices quoted or invoiced, and such charges will appear as a separate line item on the invoice. In the event Seller will be required to pay any such Taxes and Tariffs, Buyer shall reimburse Seller or, in lieu of such payment, Buyer shall supply Seller at the time the Purchase Order is submitted with an exemption certificate or other document acceptable to the tax authority. Purchase Orders must state the existence and amount of any such Taxes and Tariffs for which Buyer claims an exemption. For the avoidance of doubt, any increase in Seller's costs associated with the imposition of tariffs, whether existing prior to or after the date of quotation, may be passed through to Buyer.
5. **Payment**: Payment shall be due on the 10th day of the month following the month the date of the invoice or Product is received, whichever earlier, unless otherwise agreed to by the Parties in the applicable Purchase Order. If payment is not received when due, Buyer shall be charged interest at the lesser of 1.5% per month (18% per annum) or the maximum amount permitted under applicable law. Buyer shall be responsible to Seller for all necessary collection and legal expenses incurred by Seller in connection with the collection of past due amounts, including without limitation the preparation and filing of any mechanic's or materialmen's liens. Payment will be accepted by credit card for payments made prior to or at the time of delivery. Credit cards will not be accepted for payment of invoices after delivery or for open charge accounts. For all other payments, payment shall be made via ACH, wire transfer, or check. Checks returned due to insufficient funds will be charged back to the Buyer. Seller may set off any amount that Buyer, or any affiliate of Buyer, owes to Seller against any amount that Seller, or any Seller affiliate, owes to Buyer. If delivery is delayed or deferred by the Buyer beyond the scheduled date of delivery, payment shall be due in full when Seller is prepared to ship the Product.
6. **Credit on Account**: Seller may extend credit when requested by Buyer, if Seller is satisfied after inquiry into the Buyer's references and credit history that the Buyer has the ability to pay within terms established by Seller. Credit limits will be determined at Seller's discretion. Orders can be placed and shipped on account until the balance of outstanding Purchase Orders and invoices reaches Buyer's credit limit, then the difference will be owed and must be prepaid prior to shipment of any new Purchase Order. Seller reserves the right, in its sole discretion, to decrease, limit, or revoke the Buyer's credit at any time. Initial orders shall be shipped C.O.D. in order to avoid delay while Seller inquires into Buyer's references and credit history.
7. **Shipping Terms**: All Products shall be sold F.O.B. Seller's Warehouse, Oklahoma City, OK, unless otherwise specified in the Purchase Order. Shipment will be made by freight, truck, express, or parcel post, at Buyer's option. Where Buyer fails to provide shipping instructions, Seller may, in its sole discretion, select a mode of shipment. Buyer shall be responsible for all shipping and handling charges. Buyer shall bear all risk of loss or damage to Product during transit. Claims for breakage, damage, or loss in transit must be made with the transportation company.
8. **Shortages**: Claims for shortages of Products must be made within ten (10) days after the date of delivery. Failure to provide Seller with notice of any shortages within such time shall be deemed acceptance of the Products, and a waiver of any right to reject or revoke acceptance of such Products.

9. **Installments:** Seller reserves the right to make shipments in installments, unless otherwise expressly stated in the Purchase Order. All installments may be invoiced separately upon delivery and shall be paid when due per invoice, without regard to subsequent shipments. Delay in shipment of any installment shall not relieve Buyer of its obligations to accept remaining shipments.
10. **Returns:** All returns shall be subject to Seller's prior written approval. Returns will only be considered if in its original packaging, in new, unused, and undamaged condition and requested within ninety (90) days of the date of delivery. Seller reserves the right to refuse a return based on the condition of the returned Product. All returns must be accompanied with the original invoice number for the Product and shall be subject to a 25% restocking fee where such invoice number is not identified. Returns for Product that Seller stocks in its warehouse will be subject to a 10% restocking fee where the return is through no fault of Seller and the original invoice number has been identified. Returns for Product not stocked by Seller will not be approved for return unless Seller is able to secure a Return Merchandise Authorization from the supplier. Return authorization and a subsequent credit to Buyer may be issued subject to conditions and charges assessed by Seller's supplier, including applicable transportation costs.
11. **Cancellations:** Buyer shall not be permitted to cancel any Purchase Order if it has been accepted by Seller, without Seller's prior written approval. If Seller approves a cancellation of a Purchase Order, Seller reserves the right, in its sole discretion, to impose a cancellation charge.
12. **Quotations:** All quotations are subject to these Terms and Conditions. Quotations shall be valid for no more than thirty (30) days from the date the quotation, unless otherwise noted in the quotation. This time limit applies even if Buyer uses the quotation to submit a job or project bid to any other party.
13. **Disclaimer and Limitation of Warranties:** Buyer acknowledges and agrees that Seller is a distributor and does not manufacture, design, or fabricate the Products sold or otherwise provided to Buyer. ANY DESCRIPTION OF THE PRODUCT CONTAINED IN ANY PURCHASE ORDER, QUOTATION, OR OTHER DOCUMENT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE PRODUCT AND DOES NOT CONSTITUTE A WARRANTY THAT THE PRODUCT SHALL CONFORM TO THAT DESCRIPTION. THE PRODUCT SOLD BY SELLER TO BUYER UNDER THESE TERMS AND CONDITIONS ARE PURCHASED "AS IS." SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. THE PRODUCTS WILL BE LIMITED SOLELY TO THE WARRANTY, IF ANY, EXTENDED BY THE ORIGINAL MANUFACTURER OR VENDOR TO THE EXTENT PERMISSIBLE THEREUNDER. Seller authorizes Buyer to make or settle any claims under such warranties directly with any such manufacturer or vendor. Seller does not guarantee that the Product it sells conforms to any plans and specifications or intended use. Where there are plans and specifications for a particular project, Buyer is solely responsible for verifying that the Products will be accepted on any specific job. When Seller offers substitute Product on any proposal, Buyer is solely responsible for confirming the acceptability of the Product. BEFORE BUYER USES OR INSTALLS THE PRODUCTS, IT IS BUYER'S RESPONSIBILITY TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL, STATE OR NATIONAL CODES, RULES OR REGULATIONS FOR APPROVED INSTALLATION PROCEDURES AND PRECAUTIONS.
14. **Compliance:** Buyer shall be solely responsible for compliance with OSHA and all applicable federal, state, or local laws during the operation or use of the Product(s).
15. **Indemnification:** Buyer shall release, protect, indemnify, defend, and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors, insurers, and permitted assigns (collectively, "**Indemnified Party**") against any and all liabilities, including, without limitation, losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, expenses, costs, and fees related to enforcing any right to indemnification, and the costs of pursuing any insurance providers, incurred by Indemnified Party or awarded against Indemnified Party relating to, arising out of, or resulting from the Products and/or use thereof, except to the extent such liabilities, claims, or expenses arise from Seller's sole gross negligence or willful misconduct. Buyer shall not enter into any settlement without Seller's or the Indemnified Party's prior written consent.
16. **Limitation of Liability:** SELLER'S AND ITS SUPPLIERS' TOTAL LIABILITY TO BUYER, BUYER'S CUSTOMERS OR TO ANY OTHER PERSON, RELATING TO ANY PURCHASES GOVERNED BY THESE TERMS & CONDITIONS OR ANYTHING DONE IN CONNECTION THEREWITH, SUCH AS THE USE OF ANY PRODUCT FURNISHED HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT GIVING RISE TO THE CLAIM. SELLER AND ITS SUPPLIERS SHALL NOT BE LIABLE TO BUYER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF USE, DAMAGE TO ASSOCIATED GOODS, DELAYS IN DELIVERY, UNAVAILABILITY OF GOODS, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME, OR CLAIMS FROM BUYER'S CUSTOMERS OR OTHER PARTIES.
17. **Buyer Provided Documentation:** Where performance by Seller is contingent upon Buyer supplying to Seller all required or requested data, information, and documentation in a timely manner, Seller is not responsible for any delay caused in whole or in part by Buyer's failure to timely provide requested data, information, or documentation, or Buyer providing incorrect, incomplete, or outdated information.

18. **Estimated Delivery Dates:** Seller will use commercially reasonable efforts to deliver the Product by the requested delivery date set forth in the Purchase Order, however, any Product delivery dates are estimates only, not a guaranteed delivery date for the Products, and Buyer shall not be entitled to refuse delivery and/or cancel a Purchase Order if the Product is not delivered by the estimated delivery date included in the Purchase Order. Seller shall not be responsible or liable for any delays in the delivery of the Products due to any cause or condition beyond the control of Seller, including, without limitation, delays caused by strikes, secondary boycotts, riots, wars, accidents, fires, floods, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortage of labor, fuel, materials, supplies, power transportation facilities or tooling capacity or other similar causes beyond Seller's control. Seller is a distributor, not a manufacturer, and is not responsible for any delays caused by the manufacturer or supplier of the Products or the inability of any such third parties to deliver their goods to Seller. Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting in whole or part from Seller's delay in delivering or failure to deliver any Products to Buyer by the requested delivery date.

19. **Returnable Reels:** Reels will be charged at cost and credited when returned to Seller's factory in good condition within one (1) year, freight changes collect (except non-returnable reels).

20. **Choice of Law; Venue:** The construction, interpretation and enforcement of these Terms and Conditions shall at all times and in all respects be governed by the laws of the State of Oklahoma, excluding any conflicts of law principles that would direct the application of the laws of any other state. Any action arising under or relating to these Terms and Conditions must be commenced and maintained in the federal or state courts located in Oklahoma County, Oklahoma.

21. **Assignment:** Except to an affiliate, a Purchase Order shall not be assigned by Buyer without the express written consent of Seller.

22. **Termination:** These Terms and Conditions may be terminated by either Party upon thirty (30) days' written notice to the other Party; provided, however, that termination of these Terms and Conditions shall not terminate any existing Purchase Order prior to the completion thereof and these Terms and Conditions shall remain in full force and effect with respect to the completion of any existing Purchase Order at the time of termination.

23. **Survival:** Termination of these Terms and Conditions shall not relieve either Party of their obligations arising prior to the termination of these Terms and Conditions which by nature survive termination of this Agreement.

24. **Severability:** In the event that any provision or portion of these Terms and Conditions is determined to be unenforceable or void, then the Parties hereto agree that the remainder of these Terms and Conditions shall be construed, interpreted, and enforceable to the maximum extent permitted by law.

25. **Entire Agreement:** These Terms and Conditions and the Purchase Order contain the entire agreement of the Parties with respect to the subject matter hereof and may not be amended except by a writing signed by an authorized representative of each Party. These Terms and Conditions shall supersede any contrary terms in other agreements between the Parties.

Signature of Applicant

Date

AUTHORIZATION AGREEMENT

I give Authorization to release information concerning my account(s) to Hunzicker Brothers, Inc. hereinafter referred to as HB.

_____ Company or Applicant Name

By: _____
Signature/Title

Date

CONSENT TO OBTAIN CONSUMER CREDIT REPORT

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Print Name

Signature

Date

PERSONAL GUARANTY

The undersigned Guarantor, in consideration of credit given and to be given from time to time by HB to

_____ (herein called the debtor), which extension of credit is beneficial Company or Applicant Name to and desired by Guarantor, and to induce HB to extend said credit guarantees the prompt payment when due of any and all liability or indebtedness of the Debtor to HB now existing and hereafter arising, including, but not limited to, principal, interest and all expenses of collection of any nature incurred by HB (all of which is hereinafter called the "indebtedness"), irrespective of any invalidity, or unenforceability of any security which might be given therefore by Debtor.

If this Guaranty is executed by more than one person, the Guarantor shall include each party who executes this Guaranty, and their obligation shall be both joint and several. The Guarantor pledges all of Guarantor's property now or hereafter in possession of HB, to secure payment of Guarantor's obligations hereunder.

Date: _____

Guarantor's Signature(s)
(No Titles)

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practice, 6th and Pennsylvania Avenue, NW, Washington, DC 20580.