



# Communications & Electrical Supply

The undersigned company is applying for credit with Dot Communications & Electrical Supply, Inc. and agrees to abide by the standard terms and conditions of Dot Communications & Electrical Supply, Inc. as printed on the third page.

**Company name**

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**DBA (if different)**

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**Contact person**

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**Address**

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**Phone**

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**Fax**

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**Federal tax ID or Social Security number.**

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**Type of business**

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**No. of employees**

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**Date business established**

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**Types of products you will purchase**

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**Amount of credit requested \$**

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**Are you a:**

**CORPORATION**

**State of incorporation**

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**Names, titles, and addresses of your three chief corporate officers**

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**Name and address of your resident agent**

**PARTNERSHIP**

**Names and addresses of the partners**

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**SOLE PROPRIETORSHIP**

**Are you sales tax exempt?**                     **Yes**                     **No**

**Have you ever had credit with us before?**                     **Yes**                     **No**

**If yes, under what name?**

**Authorized purchasers** \_\_\_\_\_

**Purchase order required?**                     **Yes**                     **No**

**TRADE REFERENCES**

**Reference #1    Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Reference #2    Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Reference #3    Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**BANK REFERENCES**

**Bank#1            Account #** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Contact person** \_\_\_\_\_

**Name of bank** \_\_\_\_\_

**Address** \_\_\_\_\_

**Bank#2            Account #** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Contact person** \_\_\_\_\_

**Name of bank** \_\_\_\_\_

**Address** \_\_\_\_\_

I represent that the above information is true and is given to induce Dot Communications & Electrical Supply, Inc. to extend credit to the applicant. My company and I authorize Dot Communications & Electrical Supply, Inc. to make such credit investigation as Dot Communications & Electrical Supply, Inc. sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to Dot Communications & Electrical Supply, Inc. any and all information concerning the financial and credit history of this company.

I have read the terms and conditions stated below and agree to all of these terms and conditions.

**Authorized signature:**

**Printed name:**

**Title:**

**Date:**

**AGREED TERMS AND CONDITIONS OF QUOTE/SALE**

**1.STOCK AVAILABILITY**

Stock availability and lead times subject to change at time of order.

**2.TERMS**

All purchases are subject to the terms and conditions contained herein. No terms, conditions, alteration or waiver by Purchaser is binding on Seller unless agreed upon in advance in writing by Seller. Any order will be subject to credit approval.

**3.MANUFACTURER**

**RESPONSIBILITY**

Unless specifically stated otherwise, all customer concerns or complaints, including but not limited to product quality, product colors, shipping, etc., are to be solely directed to the manufacturer. Purchaser agrees that Seller is not liable for any damage claims including, but not limited to damaged products, cost of labor expended on any rejected product, nor for any special, direct, indirect, or consequential damages.

**4.PRICING**

Unless otherwise quoted in writing, all prices are valid for 10 days, subject to stock availability. Prices are subject to change without notice. Any change in quantities or order will incur price adjustment. Unless stated otherwise, all shipping is by manufacturer and purchaser is solely responsible for all unloading of product from truck/rail and the costs associated therewith. All shipping charges will be added to invoice.

**5.RETURNS**

No materials/product specially ordered may be returned for credit. No materials/product may be returned without prior written consent of Seller. A restock fee of 20% will be assessed for all returned material/products.

**6.VENUE/APPLICABLE LAW**

Purchaser and its assignees agree that any and all actions brought to collect this invoice, order, or for specific performance, or to enforce any term and condition of this quote/sale shall be in a court of competent jurisdiction in Dallas County, Texas wherein Texas law shall apply and govern the applicability and construction of the quote/sale.

**7.WARRANTY**

No warranties are implied or expressed, including warranty of merchantability (unless specifically required of seller by law), unless specifically stated otherwise. Material/products purchased must be used as manufacturer intended for use of material/product.

**8.SEVERABILITY**

If any term or condition of a quote/sale is determined to be unenforceable, then the remaining terms and conditions shall remain in full force and effect.

**9.DELAY**

Purchaser agrees that Seller is not responsible for any delays due to acts of God, war (including conflicts), riots, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantines, restrictions, supplier conditions, strikes, differences with workmen, cessation of plant operations, delays in transportation, nuclear incidents, shortage of cars, fuel, labor or materials, or any cause beyond the control of Seller.

**10.LIQUIDATED DAMAGES AND**

**ATTORNEY FEES**

Late payments are those payments 31 days or more past the invoice date. Seller will impose as liquidated damages a charge of 1.5% per month of the maximum applicable amount to offset Sellers anticipated accounting and debt expenses. If Seller incurs attorney fees to collect payment of an invoice, purchaser agrees to pay all attorney fees and costs up to 1/3 of the amount of the debt.

**11.INVOICE ACCEPTANCE**

All Seller quotes are conditional and not contractually enforceable against Seller unless Seller acknowledges Purchaser's acceptance, as follows: (1) Seller's quote is signed by Purchaser and (2) Purchaser's signed quote timely forwarded to Seller and Seller acknowledges receipt of Purchaser's acceptance of same. Failure of Purchaser to strictly comply with Seller's acceptance procedure allows Seller to unilaterally cancel or invalidate any quote/sale. Purchaser acknowledges Seller has the sole option to cancel or invalidate any quote/sale for Purchaser's failure to comply with Seller's invoice acceptance procedure.

**12.WAIVER**

Seller's failure to timely assert any claim or cause of action is not a waiver of Seller's rights. Purchaser waives any and all claims and causes of action, of every kind and nature, known or unknown, against Seller upon Purchaser's acceptance of the product purchased. Furthermore, Seller drafted this document, but Purchaser waives any complaint or cause of action in the construction, interpretation, or enforcement of this agreement.

**13.VOLUNTARY**

Purchaser warrants and states that Purchaser freely and voluntarily entered into this agreement and agrees unconditionally to all term and conditions herein, without limitation.