



### Credit Application

\*Please complete all sections highlighted in Blue  
\*When complete, email to shinchey@teamcxn.com

Referred By \_\_\_\_\_

Billing Information	
Name	_____
Address	_____
City,St,Zip	_____

Shipping Information (No PO Boxes)	
_____	_____
_____	_____
_____	_____

AP Contact	
Name	_____
Phone	_____
Fax	_____
E-Mail	_____

Purchasing Contact	
_____	_____
_____	_____
_____	_____
_____	_____

Business Information			
Nature of Bus	_____	_____	_____
Bank	_____	Acct #	_____
Credit Requested	_____	Tax Exempt	_____
Fed ID #	_____	D&B #	_____
Subsidiary of	_____		
Division Of	_____		
Bankruptcy? When?	_____		
Bus Type	Corporation <input type="checkbox"/>	Partnership <input type="checkbox"/>	Propietorship <input type="checkbox"/> Other <input type="checkbox"/>
Date /State Incorp.	_____	Years in Business	_____
Previous Bus Name	_____		

Owners/Partners			
Name	_____	Name	_____
Title	_____	Title	_____
SS#	_____	SS#	_____
% ownership	_____	% ownership	_____

Trade References (provide complete address, phone, acct #, fax #)			
Name	_____	Name	_____
Address	_____	Address	_____
City,St,Zip	_____	City,St,Zip	_____
Phone	_____	Phone	_____
Fax	_____	Fax	_____
Acct #	_____	Acct #	_____

Name	_____	Name	_____
Address	_____	Address	_____
City,St,Zip	_____	City,St,Zip	_____
Phone	_____	Phone	_____
Fax	_____	Fax	_____
Acct #	_____	Acct #	_____

I certify that the information provided on this form is correct. Please read the attached terms and conditions. By signing below I agree to the terms and conditions. (Must be signed by owner / president of company.)

Signature	_____	Print Name	_____
Title	_____	Date	_____



To Whom It May Concern:

I, \_\_\_\_\_,

from \_\_\_\_\_, hereby

authorize the release of credit information to conneXion, Inc. for the  
purpose of opening a credit line.

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

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



## STANDARD TERMS AND CONDITIONS OF SALE

Acceptance of this order is expressly conditioned upon the terms and conditions contained herein, including those set forth on the reverse side, if any. Any additional or different terms or conditions set forth in Buyer's purchase order or similar communication are objected to and will not be binding upon conneXion, unless specifically assented to in writing by an authorized representative of conneXion.

- 1) **PRICES AND TERMS:** All prices by conneXion are subject to change without notice. Prices do not include any present or future sales, use, excise, valueadded or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by the Buyer. All sales are made f.o.b. point of shipment; in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Buyer. Any deviation alter placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable.
- 2) **DELIVERY:** Factory shipping dates given in advance of actual shipment are estimates by the manufacturer and shall not be deemed to represent fixed or guaranteed shipping dates, shall not be liable for failure to deliver or for delay in delivery or performance due to (a) a cause beyond the reasonable control or (b) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority of other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency, or other inability to perform by the manufacturer, delay in transportation or (c) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. In addition to any other right which conneXion may have hereunder or at law, conneXion may suspend shipment of any goods for which conneXion has not already received payment whenever Buyer is in default under this or any other contract at sale between conneXion and Buyer.
- 3) **PAYMENT AND FINANCIAL CONDITION:** Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for goods by Buyer shall constitute a representation that Buyer is solvent. If, in the judgement of conneXion, the financial condition of the Buyer shall at the time of manufacture or shipment does not justify the terms of payment specified, conneXion reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. If payment is not made when due, Buyer agrees to pay a charge on the amount past due at the rate of 1-1/2% per month (18% per annum) or the maximum lawful rate, whichever is less. Nothing herein shall be deemed to extend or otherwise modify Buyer's obligation to make payment when due. In the event of default, Buyer agrees to pay conneXion reasonable attorney's fees, if any, incurred by conneXion in collection of damages from Buyer.
- 4) **WARRANTIES:** Goods distributed by conneXion are the products of reputable manufacturers. conneXion shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of conneXion. Except as to title. THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods which extend beyond that described in the paragraph. NO IMPLIED STATUTORY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
- 5) **LIMITATION OF LIABILITY:** conneXion's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation or use, whether based on contract, warranty tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. conneXion shall not, under any circumstances, be liable for any labor charges without the prior written consent of conneXion. conneXion shall not in any event be liable, whether as a result of breach of contract, warranty tort (including negligence) or other grounds, for special consequential, incidental or penal damages, including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If conneXion furnished Buyer with advise or other assistance, which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject conneXion to any liability, whether based on contract, warranty tort (including negligence) or other grounds.
- 6) **HAZARDOUS BUSINESS:** Unless otherwise agreed in writing by an authorized representative of conneXion management, goods sold hereunder are not intended for use in connection with any nuclear facility or any other hazardous activity such as commercial or military aircraft, missile installation, space exploration or other critical applications where failure of a single component could cause substantial harm to person or property. If so used, conneXion disclaims all liability for any nuclear damage, contamination or other injury and Buyer shall indemnify and hold conneXion harmless from such liability whether as a result of breach of contract, warranty tort (including negligence) or other grounds. Neither conneXion nor its suppliers shall have any liability to the Buyer or its insurers whether based on contract, warranty tort (including negligence) or other grounds for on-site damages to any property located at a nuclear facility.
- 7) **TERMINATION:** Buyer may terminate an order only by mutual agreement based upon payment to conneXion of reasonable and proper termination charges, including but not limited to restocking charges due to the manufacturer and for payment in full if the order is for custom made fixtures or products.
- 8) **RETURNED GOODS:** No goods may be returned without the written consent of conneXion, which when given, shall be understood only as (a) acceptance for credit of the goods in the same condition as they were when delivered hereunder, (b) upon the return of said goods and (c) in addition, a minimum 25% handling charge. In no circumstance will goods made to order be accepted for return.
- 9) **ASSIGNMENT:** The delegation or assignment by Buyer of any or all of its duties or rights hereunder without the prior written consent of conneXion shall be void.
- 10) **GENERAL:** All orders are subject to acceptance by management of conneXion serving the Buyer. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. No waiver alteration or modification of any of the provisions hereof shall be binding upon conneXion unless specifically assented to and executed in writing by an authorized representative of conneXion management. The validity, performance and all matters relating to the interpretation and effect of this agreement (including any applicable charges) and any amendment hereto shall be governed by the laws of the State Of Illinois.

The undersigned hereby personally guarantees the prompt payment of any liability or indebtedness incurred under the terms of this agreement.

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

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