

ACCOUNT APPLICATION

(CASH ACCOUNT APPLICANTS COMPLETE ONLY THE ITEMS BETWEEN BRACKETS AND SIGN ON REVERSE AS INDICATED)

1. COMPANY NAME _____ DATE ____/____/____
2. STREET ADDRESS _____ PHONE (____) _____ PHONE (____) _____
3. P. O. BOX ____ CITY _____ STATE ____ ZIP _____ FAX NO. (____) _____
4. CELL PHONE (____) _____ E-MAIL ADDRESS _____
5. ABOVE ADDRESS IS OWNED RENTED LEASED TYPE OF BUSINESS _____
6. SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION YEAR ESTABLISHED _____
7. WILL PAY SALES TAX SALES TAX EXEMPT I.D. NUMBER _____ (PLEASE FURNISH COPY OF CERTIFICATE)

OWNERS, PARTNERS, OFFICERS AND MANAGERS

NAME	TITLE	RESIDENCE ADDRESS	RESIDENCE PHONE
------	-------	-------------------	-----------------

OTHER BUSINESS PRINCIPALS _____

ARE PURCHASE ORDERS ISSUED? YES NO (IF NO, APPLICANT ASSUMES RESPONSIBILITY FOR UNAUTHORIZED PURCHASES *SEE TERMS FOR EXPLANATION)

BANKING REFERENCES

NAME OF BANK	CONTACT PERSON	PHONE	ACCOUNT NUMBER (MUST HAVE)
--------------	----------------	-------	----------------------------

SUPPLIER AND TRADE REFERENCES (MUST SUPPLY 3 REFERENCES OR FILL OUT BUSINESS OWNER PROFILE)

NAME	ADDRESS	FAX NO.	PHONE NO
------	---------	---------	----------

1. _____			
2. _____			
3. _____			

ARE YOUR FINANCIAL RECORDS AVAILABLE FOR REVIEW IF NECESSARY? YES NO

APPROXIMATE ANNUAL SALES \$ _____ MAXIMUM CREDIT DESIRED WITHIN A 30 DAY PERIOD \$ _____

STATEMENTS NEEDED? YES NO

(PLEASE READ REVERSE AND SIGN AS INDICATED)



J. E. SAWYER & COMPANY, INC.

Attention: Credit Department P. O. Box 2177 Glens Falls, NY 12801-2177
(518) 793-4104 Fax (518) 793-1993

STANDARD TERMS AND CONDITIONS (REVISED 11/08/04)

J. E. Sawyer & Co., Inc. reserves the right to terminate credit privileges at its sole discretion. Standard terms are 2% cash discount for payment by the 10th of the month following purchase - net thereafter to the end of the month. Discount applies only to merchandise charges and not to the freight or other charges. Our billing period is from the 1st to the end of the month. No further open account privileges will be allowed for any account that is not fully paid within the above terms. A late charge will be assessed to any account not paid within above terms at the rate of 1 1/2 % per month, 18 % per year. The minimum late charge will be \$.50.

PAYMENT DATES:

The **POSTMARK** date governs as the date of payment - not the date of the check.

If cash discount is desired, check should be mailed so that the postmark date on the envelope is no later than the 10th of the month. On a net basis, invoices appearing on the statement are due by the end of the month. Again, postmark date is used as payment date. **Mail checks to:**

J. E. SAWYER & CO., INC. 64-90 GLENS ST. , P. O. BOX 2177 GLENS FALLS, NY 12801-2177

If the payment date, either discount or net due date, falls on a Sunday or holiday, payment can be postmarked on the day following without losing the discount or incurring interest charges.

POLICY ON DISCOUNT TAKEN LATE:

If payments are received with the discount deducted but the discount has passed, the discount is disallowed. The payment will be credited to your account at the net payment.

PURCHASE ORDER REQUIREMENT:

Because we occasionally experience complaints regarding unauthorized purchases to charge account customers, we cannot be responsible unless a purchase order system is used. With over 3600 customers, most of whom have charge accounts with us, it is impossible for our staff to know or remember who is authorized to purchase to any given account. With a purchase order system your account will be flagged that a purchase order is required and no purchasing can take place without one.

RETURN GOODS POLICY

RETURNS TO STOCK:

Full credit or refund will be allowed ONLY if returns are made within 60 days of purchase and a paid cash receipt or a TYPED INVOICE, DUPLICATE, OR PHOTOCOPY is included with merchandise at the time of the return. All merchandise to be returned to our stock must be new, unused and in resalable condition, in the original container and complete with packing material and instructions sheets.

RETURNS TO STOCK VIA OUR TRUCK OR SALES PERSONNEL:

Full credit or refunds will be allowed providing prior permission is granted, and a pick up credit is written and accompanies the driver on day of pick up. Drivers will be authorized to pick up only merchandise written on pick up credit. Typed invoice, duplicate or photocopy of invoice must be given to the driver at the time of pick up. Drivers are not authorized to pick up merchandise without a pick up and invoice copy.

SPECIAL ORDERED MERCHANDISE:

Special ordered merchandise which we do not normally stock is not returnable unless defective. We will, under special circumstances, return special order material to the factory providing that written permission is granted by the manufacturer, and that incoming and outgoing freight is paid by the customer, plus factory and J. E. Sawyer handling costs.

DEFECTIVE OR DAMAGED GOODS (Regular Stock):

A. All defective items will be credited or replaced only under manufacturers warranties, terms and freight policies. All Concealed damage must be reported within 24 hours so that we may enter claims with the carrier. Customer should inspect merchandise immediately after receiving.

B. All damages and/or shortages against merchandise shipped directly from manufacturer to customer must be handled by the customer. Familiarity with ICC regulations and claims handling is a necessity for customers receiving direct shipments.

If satisfactory proof of purchase has been provided, and if there is no apparent evidence of damage caused by customer misuse, negligence, or incorrect installation, a refund will be made or a credit memo issued. If a replacement is made from stock, a credit will not be issued: a sales ticket will be written and marked "No Charge-Defective Merchandise Exchanged."

On certain allegedly defective merchandise such as electric motors, heating controls, fuel pumps, cutting tools, power tools, instruments, or any other goods that must require the manufacturers inspection will be handled as follows: We will issue a credit memo (if there is no exchange from stock) or a "No Charge" sales ticket for the replacement merchandise. Either form will be marked "This Credit or Exchange is Being Made Subject to the Approval and Terms of manufacturer. Additional Billing May Follow."

J.E. SAWYER & CO., INC. DOES NOT MANUFACTURE THE GOODS IT SELLS AND MAKES NO EXPRESS WARRANTIES THEREON. J.E. SAWYER & CO., INC. WILL, AS DETERMINED BY MANUFACTURERS WARRANTIES, TERMS AND FREIGHT POLICIES, REPLACE OR CREDIT DEFECTIVE MERCHANDISE.

It is our desire to accommodate customers in every reasonable way possible. However, as a distributor of many different product lines we are obligated to handle claims and warranties according to the terms of each individual manufacturer. We will, in all cases, insist on a fair determination for you, our customers, from the manufacturers.

THE UNDERSIGNED CERTIFIES THAT THE INFORMATION GIVEN ON THIS CREDIT APPLICATION FOR THE PURPOSE OF OBTAINING CREDIT IS TRUE AND CORRECT. THE UNDERSIGNED AUTHORIZES J. E. SAWYER & COMPANY, INC. TO VERIFY THE INFORMATION AND TO OBTAIN CREDIT REPORTS TO EVALUATE THE CREDIT WORTHINESS OF THE COMPANY OR THE UNDERSIGNED (CORPORATE OFFICER ON BEHALF OF THE CORPORATION, SOLE PROPRIETOR OR INDIVIDUAL) NOW AND IN THE FUTURE IN CONNECTION WITH THE EXTENSION AND CONTINUATION OF CREDIT. THE UNDERSIGNED HAS READ AND AGREES TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND FURTHER AGREES TO PAY ALL COSTS INVOLVED IN THE COLLECTION OF PAST DUE AMOUNTS OWED AND DUE J. E. SAWYER & COMPANY, INC., INCLUDING ATTORNEY , COURT AND LEGAL EXPENSES INCURRED IN THE PURSUIT OF COLLECTING DELINQUENT MONIES OWNED. THE UNDERSIGNED AGREES THAT SUIT MAY BE BROUGHT IN WARREN COUNTY, STATE OF NEW YORK AND TO ACCEPT SERVICE OF THE COMPLAINT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE CUSTOMER AT THE BUSINESS OR HOME ADDRESS GIVEN ABOVE.

SIGNED _____ TITLE _____ DATE _____

(Owner, Partner, or Corporate Principal must sign)

EIN NO. _____ OR SOCIAL SECURITY NO. _____ (Sole Prop. or Partner)

J. E. SAWYER OFFICE USE ONLY

CREDIT APPROVED ___ / ___ / ___ BY _____ INITIAL MONTHLY CREDIT LIMIT \$ _____
TYPE _____ CLASS _____ BR 1 5 9 SLSM ACCT _____ EMPLOYEE _____ MGR _____