



Commercial Consolidated Joint Application For Extension of Credit

REMIT TO:
 Combined Energy Services
 P.O. Box 333
 Thompsonville, NY 12784
 (845) 794-6226
 Fax (845) 794-0238

The applicant understands and acknowledges that this application shall serve as a joint application for credit for which the applicant hereby makes application to each company listed as follows:

Combined Energy Services • Tri-State Carbonation Service All Gas & Welding Supply Co. • Wechsler Pool & Supply

The information provided herein will be relied upon by the above supplier companies when granting credit for the purchase of goods & services from any of the above suppliers. Applicant represents that the information contained herein is true and understands that Seller shall be relying on this information in arriving at a determination to extend credit. Seller expressly reserves the right to suspend credit at its sole discretion and without notice to purchaser.

COMPANY NAME					
BILLING ADDRESS / MAILING ADDRESS		CITY	STATE	ZIP	TELEPHONE #
EMPLOYER / ADDRESS		CITY	STATE	ZIP	TELEPHONE #
BANK NAME		BRANCH LOCATION		ACCOUNT NUMBER	
Checking _____		Loan _____		Savings _____	
TYPE OF BUSINESS	# OF EMPLOYEES	YEARS IN BUSINESS	ANNUAL SALES	<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> SOLE PROPRIETORSHIP

D/B/A _____ FEDERAL TAX ID # _____

TRADE REFERENCES (Accounts used within last year)			
NAME	ADDRESS	ACCOUNT NUMBER	TELEPHONE #
1.			
2.			
3.			
4.			

Has the Firm / Individual / Or Any Principals ever been bankrupt? Yes No If YES, explain _____

IT IS EXPRESSLY UNDERSTOOD THAT THE EXTENSION OF CREDIT FOR THE PURCHASE OF GOODS, IF GRANTED, WILL BE EXPRESSLY SUBJECT AND CONTINGENT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THE REVERSE SIDE OF THE APPLICATION. I HEREBY CONSENT AND AUTHORIZE INVESTIGATIONS BY SELLER INTO THE BANKING AND TRADE REFERENCES LISTED HEREIN AND FURTHER CONSENT TO A BUSINESS AND/OR CONSUMER CREDIT SEARCH BY CREDIT AGENCIES OF SELLER'S CHOICE.

 DATE CORP. SIGNATURE TITLE

NAME OF PRINCIPALS	TITLE	HOME ADDRESS	TITLE
1.			
Home Phone #	SS#	DOB	Driver's License # - State
2.			
Home Phone #	SS#	DOB	Driver's License # - State

I hereby personally guarantee as an officer and in an individual capacity any and all debt incurred as a result of the purchase of material from the selling companies by any agent, employee or representative of the applicant. I hereby agree to pay interest at 1.5% per month (18% per annum) on all outstanding invoices extending beyond 30 days from time of sale. Finance charge is applied to the balance owed at the end of the previous billing cycle and subtracts any payments and credits received during the present billing cycle. I also agree to be responsible for payment of reasonable attorney fees equal to the sum of 33 1/3 % of any delinquent indebtedness referred to an attorney for collection. I hereby consent and authorize investigation by Seller into the banking and trade references listed herein and further consent to a business and consumer credit search by credit agencies of Seller's choice.

NAME: _____ NAME: _____ DATE: _____
 INDIVIDUALLY AND AS GUARANTOR INDIVIDUALLY AND AS GUARANTOR
 SIGNATURE WITHOUT TITLE SIGNATURE WITHOUT TITLE

TERMS AND CONDITIONS OF SALE

- A. Applicant agrees to purchase goods & services pursuant to those terms and conditions of the seller's proposal for the sale and furnishment of material which applicant hereby acknowledges as having been received, read and understood. All monetary payments made "on account" will be applied and assigned to those invoices selected in the sole discretion of Seller. Any and all disputes arising out of the sale, delivery and/or placement of goods & services between the parties shall be venued in the county which seller maintains a business office and shall be selected at seller's sole discretion. Quoted prices are based on deliveries between 8:00 a.m. and 4:00 p.m. on normal working days, Monday through Friday. Special delivery fees apply for all off route deliveries made during business hours. Emergency delivery fees apply once our trucks have returned to the office for the day (regardless of the time), for all after-hours deliveries and deliveries made on weekends and holidays. The cost of the above fees shall be subject to change without notice at the sole discretion of the seller.

- B. Purchaser acknowledges and accepts charges for labor and services provided based on normal working days, Monday through Friday, 8 a.m. to 4:00 p.m. Emergency labor and service rates apply after hours, weekends and holidays. It is understood and agreed upon that there shall be additional charges levied for materials and parts used by all technicians. The cost of the above charges shall be subject to change without notice at the sole discretion of seller.

- C. Terms and Conditions of Sale. Prices as quoted, do not include state, county or city sales tax. Tax will be applied where applicable. All invoices are due net 10 days unless alternate arrangements are granted, in writing, by Seller; invoices remaining delinquent beyond 30 days shall bear a 1 1/2% monthly finance charge (18% per annum); Purchaser hereby accepts liability and responsibility for payment of reasonably attorney's fees, costs and expenses incurred by Seller in recovering any delinquent indebtedness referred to an attorney for recovery.

- D. Purchaser shall provide reasonable access to the delivery site for the seller's equipment. Any special equipment required to move seller's equipment while on the purchaser's job site will be the responsibility of purchaser subject to seller's approval as to equipment to be utilized. When deliveries are requested beyond the curb line, the purchaser shall assume liability, including loss of time, for any damage, direct or indirect, resulting from the delivery.

- E. The terms and conditions of this Credit Application shall wholly control the terms of product sale and shall not be superseded by any other preceding or subsequent agreement unless each such superseded term is expressly stated and agreed upon in writing signed by Seller. Seller will not accept terms of any Purchase Order which incorporate by reference terms and conditions of a separate and distinct agreement.

- F. Under the General Obligations Law, a penalty will be imposed for all dishonored checks tendered to any of the above listed companies. A \$25.00 fee will be assessed for each returned check (General Obligations Law 5-238), where applicable a \$30 protesting fee will also be incurred. If a customer fails to pay for a dishonored check plus double damages up to \$750.00 (General Obligations Law 11-104); a person who knowingly gives a bad check may be guilty of a Class B misdemeanor which is punishable by fine and/or imprisonment (Penal Code 190.05); depending upon the amount of the check, a person who commits the crime of issuing a bad check may be guilty of Petit or Grand Larceny, punishable by fine and/or imprisonment (Penal Code 155.05). In addition to these penalties imposed by law, individuals presenting bad checks will have their check cashing privileges revoked.

- G. You agree, in order to service your account or to collect any amounts you may owe, we may call you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages, emails or other forms of electronic means using email addresses and contact information that you provide. Methods of contact may include using pre-recorded/artificial voice messages and or the use of an automatic dialing device.

DO NOT WRITE BELOW THIS LINE

Line of Credit Approved _____ Date _____

Credit Declined _____ By _____ Advance Required _____ Amount _____

Comments _____