



# FORM SERVICES, INC.

P.O. BOX 60  
LINTHICUM HEIGHTS, MD 21090  
410-247-9500

"TECHNICAL SUPPORT BEHIND EVERY PRODUCT"

TOLL FREE 800-638-3395  
FAX 410-636-8178

www.formservices.com

## CREDIT APPLICATION

PLEASE PRINT

TRADE NAME			CORPORATION NAME		
ADDRESS		P.O. BOX	CITY		STATE ZIP
PHONE NO.	FAX NO.	TAX EXEMPT NO.	JOB LOCATION		
<b>Type of Business:</b> <input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Concrete Subcontractor					
TYPE OF CONSTRUCTION PERFORMED				P.O. # Req. <input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/> Proprietorship		<input type="checkbox"/> Corporation		<input type="checkbox"/> Partnership	
PRINCIPAL NAME AND TITLE			PRINCIPAL NAME AND TITLE		MTHLY CREDIT REQUESTED
HOME ADDRESS			HOME ADDRESS		
CITY		STATE	CITY		STATE ZIP
HOME PHONE NO.	S.S. NO.	OWN %	HOME PHONE NO.	S.S. NO.	OWN %
AUTOMOBILE/TRUCK LICENSE PLATE NO.			DRIVERS LICENSE NUMBER & STATE		
HAS YOUR COMPANY, OR ANY OF ITS OWNERS, PARTNERS, OR OFFICERS EVER FILED A VOLUNTARY PETITION IN BANKRUPTCY, BEEN ADJUDGED BANKRUPT, OR MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS?					<input type="checkbox"/> YES <input type="checkbox"/> NO
HAS A TAX LIEN BEEN FILED AGAINST YOUR COMPANY OR ANY OF ITS OWNERS, PARTNERS, OR OFFICERS WITHIN THE PAST FIVE (5) YEARS?			IF *YES* EXPLAIN		
<input type="checkbox"/> YES <input type="checkbox"/> NO					
IS YOUR COMPANY PRESENTLY DOING BUSINESS UNDER ANOTHER NAME?			IF *YES* GIVE NAME AND LOCATION		
<input type="checkbox"/> YES <input type="checkbox"/> NO					

PLEASE PRINT

PRINCIPAL SUPPLIERS			
PRIMARY SUPPLIER	PHONE NO.	SECONDARY SUPPLIER	PHONE NO.
ADDRESS	FAX NO.	ADDRESS	FAX NO.
CITY	STATE ZIP	CITY	STATE ZIP
ADDITIONAL SUPPLIER	PHONE NO.	ADDITIONAL SUPPLIER	PHONE NO.
ADDRESS	FAX NO.	ADDRESS	FAX NO.
CITY	STATE ZIP	CITY	STATE ZIP

PLEASE PRINT

BANK REFERENCES			
NAME		ADDRESS	
CITY		PHONE NO.	CONTACT
CHECKING NO.	SAVINGS NO.	LOAN NO.	

I understand that this information is given in confidence and I authorize Form Services, Inc. to contact my bank and suppliers for credit references. I agree to the terms and conditions on the reverse side. **(MUST BE SIGNED BY PRESIDENT OR VICE PRESIDENT)**

**X**

APPLICANT'S SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

*Please Attach a Copy of your Latest Financial Statement.*

PERSONAL GUARANTEE OF PAYMENT	
This personal guarantee shall include any and all sums due for principal balance incurred, interest and late charges incurred, attorneys' fees assessable by FSI against the aforementioned business for default in payment, and any and all costs incurred by FSI in pursuing any legal action against the aforementioned business or against us individually. Such attorneys' fees shall be in the amount of Twenty-Five Percent (25%) of the total principals, interest and late charges due and owing.	
This personal guarantee shall be continuing in nature, and shall cover any and all past, current and future orders placed with FSI. This personal liability shall not be conditioned in any way on FSI's ability to collect from the business, but shall be an immediate and enforceable personal liability of the undersigned jointly and severally. This personal liability shall be binding on each and every of the heirs, personal representatives, assigns, transferees, of the undersigned.	
The undersigned hereby individually and jointly consent to the personal jurisdiction of the Maryland Courts, and agree that all matters arising hereunder shall be governed by Maryland Law. In the event of any default by any of the undersigned, the undersigned hereby, individually and jointly, authorize and direct any and all attorneys licensed in the State of Maryland, the selection of which shall be at the sole discretion of FSI, to enter judgement by confession against the undersigned, for all principal, interest, attorneys' fees and costs due and owing, in the appropriate District or Circuit Court in the State of Maryland as FSI shall choose.	
SIGNATURE _____	DATE _____

<b>FOR OFFICE USE ONLY</b>	SALES MANAGER-DATE _____	CREDIT MANAGER-DATE _____	SALES REP-DATE _____
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**TERMS AND CONDITIONS OF SALE / LEASE**

This Agreement contains the full, final and entire agreement between FSI and Customer. All orders placed by Customer shall be subject to the terms and conditions of sale / lease set forth below. Any additional or different terms proposed by Customer are deemed to be rejected unless expressly consented to in writing by an officer of FSI.

1. **DISCLAIMER OF WARRANTIES.** FSI does not manufacture Goods. ALL GOODS ARE DELIVERED "AS IS" AND "WITH ALL FAULTS". FSI MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO THE MERCHANTABILITY OF THE GOODS, THEIR QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, THEIR DESIGN, CONDITION OR WORKMANSHIP, THEIR FREEDOM FROM PATENT INFRINGEMENT, THE ENFORCEABILITY OF THE MANUFACTURER'S WARRANTIES AND GUARANTEES, OR AS TO THE TAX OR ACCOUNTING TREATMENT OF THE SALE / LEASE OF THE GOODS, AND HEREBY DISCLAIMS THE SAME. FSI ASSIGNS TO CUSTOMER ALL WARRANTY RIGHTS WITH LIMITATIONS AND EXCLUSIONS, IF ANY, RECEIVED BY FSI FROM MANUFACTURER OF FSI'S LESSOR.
2. **LIMITATION OF LIABILITY.** FSI SHALL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL RESULTING FROM ITS DELIVERY OF DEFECTIVE OR NON-CONFORMING SERVICES, WORK PRODUCT AND / OR GOODS, OR FROM ITS DELAY IN DELIVERING SERVICES, WORK PRODUCT AND / OR GOODS. CUSTOMER'S REMEDY IS LIMITED, AT FSI'S OR MANUFACTURER'S OPTION, TO MANUFACTURER'S OF FSI'S LESSOR'S LIMITED REMEDY OF, REPAIR, REPLACEMENT OR RETURN OF GOODS.
3. **CLAIMS.** Any claim must be made in writing within three (3) business days after receipt of the Goods, if for shortages, or within fifteen (15) days after receipt of the Goods, if for defects, and the Goods must be held at Customer's place of business for FSI's inspection, otherwise such claim shall be deemed waived. No claim may in any event be made after the Goods have in whole or in part been used or processed by the Customer. Time is of the essence concerning this notification. No goods may be returned to FSI without FSI's written consent.
4. **CONFESSION OF JUDGEMENT / PERSONAL LIABILITY.** In the event the Customer is a corporation, partnership, or any other legal entity, the individual(s) whose signature(s) appear hereon (the "Owner") agrees to and do personally guarantee payment for all Goods sold or leased to the Customer. The guarantee shall confer primary liability upon the Owner. Customer and Owner acknowledge that they have read and agree to all of the terms and conditions listed herein. Customer and Owner hereby jointly and severally irrevocably authorize any attorney of any court of record to appear for Customer and confess judgment, where such action is permitted by law, against Customer, for all unpaid amounts, resulting from a sale or lease of Goods, and for any other money due hereunder plus all expenses incurred in enforcing the terms of this Agreement including but not limited to court costs, expert witness fees, and attorney's fees in the amount of 33% of the amount due or actual attorney's fees whichever is greater, and waive any right or privilege of exemption, stay of execution or supplementary proceedings, or other relief from the enforcement or immediate enforcement of a judgment or related proceedings, on a judgment. If FSI shall successfully, defend any controversy, claim or suit instituted by Customer (whether as an original action or as a counter-claim or cross action or otherwise) Customer shall pay expert witness fees and attorney's fees incurred FSI in defending such controversy, claim or suit. The Customer and/or Owner agree that Maryland Courts shall have personal jurisdiction over them and that venue shall be proper in the Circuit or District Court of any county/city in the State of Maryland.
5. **INDEMNIFICATION.** Customer shall indemnify, save and keep FSI harmless against all liabilities, judgments, costs, damages and expenses arising out of or relating to personal injuries or debt sustained by any person or persons and for all damage to property directly or indirectly by any violation of law or act or omission of the Customer or any subcontractor, or any servant, agent or employee of the Customer, in the performance of work with the Goods or in which such Goods are used.
6. **CREDIT TERMS NET 30.** FSI reserves the right to bill for any part of the order which has been completed. FSI shall be entitled to collect a finance charge on the unpaid balance of any invoice(s) which has been outstanding for more than 30 days. Such finance charge shall be applied to the unpaid balance at the rate of 1-1/2% per month (corresponding to an annual percentage rate of 18%). All orders are subject to credit approval. If in FSI's judgment there is an impairment of the Customer's credit or any default in the payment of any of Customer's indebtedness to FSI, when due, then all indebtedness of Customer to FSI on all open accounts shall be due and payable. If the Goods are to be delivered in more than one shipment, FSI reserves the right to cancel or suspend deliveries if Customer fails to pay for prior shipment. If Customer's financial situation is unsatisfactory to FSI, cash on delivery or satisfactory security may be required by FSI.
7. **CHANGES TO TERMS.** This agreement contains the full and final agreement between the parties and no changes to any of these terms and conditions of sale / lease shall be binding upon FSI unless confirmed in writing by an officer of FSI.
8. **RESTOCKING CHARGE.** Orders regularly entered, verbal or written, cannot be canceled. All cancellations which are authorized in writing by FSI are subject to a 20% restocking charge for regular orders.


**9.SAFETY RESPONSIBILITY.** It is the Customer's responsibility to provide and use proper safety devices, equipment and operating procedures to safe guard its employees from injury at all times on a continuing basis from any set-up use or operation of the Goods. It is the Customer's responsibility to train all employees on the

Goods and in their proper and safe operation and usage. It is the Customer's and its employee's joint and several responsibility to set-up use and operate the Goods in conformity with all federal, state and local government safety standards and all industry safety standards.

- 10. DELIVERIES, LIMITATION OF LIABILITIES AND FREIGHT. Estimated date of shipping is computed from receipt at the factory of the manufacturer of the Goods of all written details pertaining to the purchase order. Shipment date and time is approximate only and is subject to delay. Under no circumstances shall FSI be responsible or liable for delays, non-performance, loss or damages, whether direct or consequential due to any circumstances beyond the control of FSI. All goods delivered by FSI of the manufacturer to the carrier at the agreed shipment point or consigned to the Customer in accordance with the Customer's instructions or purchase order, will travel totally at Customer's risk, and the Customer hereby assumes all risk of loss, injury or destruction occurring after the time of such delivery or consignment. No such loss, injury or destruction shall operate in any manner to release the Customer from the obligation to pay for such Goods or from any other terms or conditions of this Agreement.
- 11. DRAWINGS. Any drawings furnished by FSI to Customer are provided as a service to Customer to conceptually illustrate the assembly of FSI Goods only. Such drawings are not intended to be fully directive, and do not cover engineering details on Goods not furnished by FSI, or the interconnection of FSI Goods to other goods. Since FSI does not control jobsite assembly or procedures, grade or quality of materials or equipment supplied by others, it is the Customer's sole responsibility to integrate FSI drawings into composite drawings suitably complete for purposes consistent with safe practice and overall project objectives. In the case of custom designed formwork, at Customer's request, FSI will furnish design drawings for Customer's approval prior to any fabrication of custom form work. FSI shall not be responsible for any errors in the drawings or any deviations, changes or alterations to the recommended assembly details described in FSI's layout drawings.
- 12. SPECIAL ORDERS. All special orders for Goods not kept in stock are final, and require a 50% deposit at time of order with the balance due upon arrival at FSI. Returns will not be permitted on special orders.
- 13. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland.

**IN ADDITION TO THE ABOVE TERMS, THE FOLLOWING TERMS SHALL APPLY TO THE LEASE OF GOODS**

- 14. RENTAL CHARGE. The monthly rental charges and / or unit purchase price are specified for Goods as part of this Agreement are based on current unit purchase prices and are subject to adjustment for the prevailing rental charge and unit purchase price in effect at the time of invoicing. Rentals on all leased Goods commence immediately upon the date of shipment and cease on date of return to FSI warehouse as shown on shipping documents. All rentals shall be invoiced monthly. All invoices are due and payable within 30 days from date of invoice. For the purposes of this lease, each week is presumed to have 7 days and each month 28 days, and prorations will be made on this basis. Unless otherwise communicated to Customer by FSI, Customer shall have the right to return leased Goods at any time, subject to a minimum rental charge of one month's rent and all rental charges shall be prorated after the expiration of the one month period. FSI shall not be responsible for delays in performance in the event of strikes, labor or transportation interruption, accident to plant or equipment, fire, floods, acts of God, failure or delay in Customer approving design drawings or other contingencies beyond the control of FSI, and in such event FSI reserves the right without penalty or obligation to suspend shipment of Goods covered by this Agreement.
- 15. WOOD. Unless specifically provided in the product listing, the leased Goods do not include wood of any kind (except that which is part of a prefabricated handset panel or item), or the unloading, cleaning, assembly or erection of the leased Goods covered after delivery.
- 16. RETURN. Customer shall return all leased Goods to the shipping point at the termination of the lease, unless otherwise directed by FSI, in the same condition as at the beginning of the rental, reasonable wear and tear associated through careful use expected. Any leased Goods not returned shall be deemed purchased and billed at the prevailing unit price in effect at time of such billing, FSI may repair any leased Goods returned damaged in such manner as FSI decides is necessary in its sole discretion, at Customer's expense, and repair costs shall be considered as additional rental charges.
- 17. INSURANCE. Customer shall carry insurance to the full insurable value of the leased Goods, against loss by fire, theft, and other insurable hazards, naming FSI and its successors and assigns as additional insured.
- 18. ABUSE. Customer shall not subject the leased Goods to abuse or misuse, and shall comply with and conform to all laws, ordinances, rules and regulations relating to the possession, safe and proper use and maintenance of the leased Goods.
- 19. TITLE. Customer does not have title to the leased Goods. In the case of leased Goods, Customer shall permit FSI or its agents, during reasonable hours to enter Customer's premises or any construction site to inspect the leased Goods. Customer shall not move or transfer the leased Goods from one job-site to another nor shall any other person or entity be permitted to use the leased Goods for any purpose, without prior written consent of FSI.
- 20. TAXES. Customer agrees to pay promptly when due all taxes and other public charges against or upon the purchase, possession, use or rental of the leased Goods covered by this Agreement.

 Officer's Signature \_\_\_\_\_