



NAFECO

Business/Wholesale New Account Form

Via Fax: (256) 355-0852

Via Mail: PO Box 2928, Decatur, AL 35602

Via Email: info@nafeco.com

| | | |
|---------------------------------|----------------------|------------------------------|
| Initial Order Amount: \$ | <input type="text"/> | |
| Resale: | <input type="text"/> | Direct: <input type="text"/> |
| SM#: | <input type="text"/> | Acct#: <input type="text"/> |
| <i>Internal use only</i> | | |

Please return via our 24 hour fax line 256-355-0852.

Business / Wholesale Application For Open Account - Must Be Completed To Process

Terms: Net 30 Days-Established Account; First Order for all new accounts is on a pre-pay basis.

*Business Name:

*Billing Address:

*City:

*County:

*State:

*Zip Code:

*Ship to Name:

*Ship to Address:

*City:

*County:

*State:

*Zip Code:

*Phone:

*Fax:

Email:

*Owner(s) Name(s):

*Owner(s) Address(es):

*Owner(s) Email Address:

*Credit Line Desired:

NORTH AMERICA FIRE EQUIPMENT CO., INC.

1515 W. Moulton St. • Decatur, AL 35601 • Phone: (256) 353-7100 • Fax: (256) 355-0852

Toll Free: (800) 628-6233 • WWW.NAFECO.COM



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(*) REQUIRED FIELDS

*Nature of Business:

*Number of years established:

*Are you tax-exempt?

Please send copy of Federal ID #

If **yes** please provide a copy of tax-exempt form with information. If you are not tax-exempt, please provide tax rate information **and** current W-9.

Contact Person:

*State Rate:

*City/County Rate:

Phone:

Fax:

Position:

Email:

*Are purchase orders required?

*Will you accept partial shipment:

If you do not accept partial shipments, order will be held until complete.

Person(s) authorized to purchase:

*Accounts Payable Contact:

*Phone:

*Email:

Alternate Name for Contact:

Phone:

Email:

Comments or Special Request:

Signature

Date

Please Note - Our terms are net 30 days. Accounts over 45 days will be placed on CREDIT HOLD. Please notify us of any changes in the above information as they may occur.

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***Trade References:**

Name:

Address:

Phone:

Fax:

Name:

Address:

Phone:

Fax:

Name:

Address:

Phone:

Fax:

***Bank Reference:**

Name:

Address:

Phone:

Fax:

Contact:

Account #:

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I AUTHORIZE THE RELEASE OF ANY CREDIT INFORMATION FOR THE PURPOSE OF ESTABLISHING AN OPEN ACCOUNT TO NAFECO.

*Authorized Account
Signature:

Date:

Credit Agreement and Terms

- 1. Binding Terms:** By North America fire Equipment Company, Inc., an Alabama corporation, d/b/a **NAFECO**, herein "**NAFECO**" opening an account for Customer and/or by Customer accepting the merchandise, which is the subject of the sale, customer acknowledges and agrees, to be bound by the terms and conditions. This Credit Agreement, along with the terms of any Purchase Order acceptance by **NAFECO** constitutes the entire agreement between the parties relating to the merchandise ordered and/or delivered by **NAFECO** and shall supersede any other agreement whether written or oral. No modifications of any part hereof shall be binding unless in writing and signed by **NAFECO**. Different or Additional Terms or responses by Customer are rejected and no prior or subsequent conduct of **NAFECO** shall be deemed to be an acceptance of different or additional terms.
- 2. Disclaimer of Warranties:** Customer acknowledges and agrees that the seller is not a manufacturer of the merchandise, which is the subject of the sale, and the warranty, if any, on the merchandise is that made by the manufacturer. Seller makes no guaranty or warranty of any kind whatsoever, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the merchandise.
- 3. F.O.B.:** Material is quoted F.O.B. **NAFECO**, Decatur, AL. unless indicated otherwise.
- 4. Payment:** **NAFECO** accepts all major credit cards as payment of outstanding balances. Should you choose to pay an amount due by credit card, there will be a 3% surcharge applied, based upon the total amount being paid. Purchases made on account (to be invoiced following delivery) under this application are acknowledgment that the buyer agrees to pay for materials within 30-day term from the invoice date. Time is of the Essence of this Agreement. The buyer agrees that the payments made beyond the stated terms are subject to a finance charge not to exceed 18% per annum (1-1/2 % per month), or a lesser charge if required by law.
- 5. Collection:** Purchases, which requires the services of attorney and/ or court assistance for collection, shall be increased by the amount of collection expense involved, including a reasonable attorney's fee and court cost.
- 6. Taxes:** Any and all applicable taxes will be added to the prices quoted unless a state tax exemption certificate is submitted by the time the order is invoiced. **NAFECO** reserves the right to charge Customer with the amount of any taxes which **NAFECO** may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption, services or transportation of any of the products sold.
- 7. Delivery:** Request delivery dates and times will be adhered to as closely as order lead time, availability and transportation services will allow. However, **NAFECO** assumes no liability for any expenses that relate directly or indirectly to variations in material delivery dates and times.

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Signatures on the delivery document acknowledge verification of the material to be of the kind and quantity ordered. Any exceptions must be noted on the delivery document. Shipment and delivery shall be subject to any prohibition or regulation imposed by the Federal or any state or local government or any subdivision or agency thereof. **NAFECO** shall not be liable for any delay or failure to perform in whole or in part, directly or indirectly resulting from or contributed to by acts of God, war, riot, embargoes, acts of civil or military authorities, national emergencies, insurrection, or riots, fires, floods, strikes, work stoppage, accidents, casualties, inability to procure supplies, delays in transportation, shortage of cars, or other causes beyond **NAFECO's** control.

- 8. **Material Returns:** Only products in original containers, suitable for resale, will be considered for return. All returns must have a Return Goods Authorization (RGA) number issued by the salesman on the account. RGA's are valid for 30-days. All returns outside this time frame will be subject to a 15% restocking fee. Special orders are not returnable.
- 9. **Credit Hold:** A credit hold status on a customer account will prevent the shipment of new, existing, and back orders. Reasons for credit hold status on customer's account may include, but is not limited to the following:
 - a. Your account is past due. An account is considered past due when it contains unpaid invoices over 15 days late with no satisfactory resolution. Credit limits will only be waived at the discretion of the General Manager.
 - b. **NAFECO** receives adverse or questionable credit information regarding your account or status. The Credit Manager reserves the right, at **NAFECO's** sole discretion, to revoke an assigned credit limit or place your company on temporary credit hold for any reason without prior notice.
- 10. This Agreement shall be deemed made and performed in the State of Alabama. The construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the law of the State of Alabama, including Alabama's version of the Uniform Commercial Code. Buyer agrees and consents to the exclusive jurisdiction and venue of the Circuit or District Courts of Morgan County, Alabama in connection with any action between the parties and waives any objection based upon forum non conveniens.

I/we authorize **NAFECO** to seek credit information on my/our firm and myself. I/we agree to the terms of sales noted above. I certify all information given to be complete and accurate.

*Organization Name:

*Authorized Signature:

*Name (Typed/Written):

*Title:

*Date:

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(*) REQUIRED FIELDS

***PERSONAL GUARANTY**

(REQUIRED: IF CUSTOMER IS A SOLE PROPRIETORSHIP, PARTNERSHIP, OR PRIVATE COMPANY)

In consideration of any credit extended by **NAFECO**, its subsidiaries, brands, divisions, successors and assigns, to the above named applicant for goods and/or services rendered whether applicant is an individual or individuals, a sole proprietorship, a partnership, a corporation, or other entity (collectively "**NAFECO**"), the undersigned guarantor or guarantors each hereby contract and guarantee to **NAFECO** the faithful payment, when due, of all accounts of said applicant for goods and/or services rendered. The undersigned guarantor or guarantors each hereby expressly waive all notice or acceptance of this guarantee, notice of extension of credit to applicant, presentment, demand for payment on the applicant, protest and notice to the undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by **NAFECO**, extension of time of payment to applicant, acceptance of partial payment or partial compromises, all notices to which the undersigned guarantor or guarantors might otherwise be entitled to, and demand for payment under this guarantee. Any revocation of this guaranty must be in writing and received by **NAFECO**, but such revocation will not affect **NAFECO**'s rights against guarantor or guarantors for credit to the applicant prior to its receipt of any written revocation by **NAFECO**. This guaranty shall be deemed made and performed in the State of Alabama. The construction, interpretation and performance of this guaranty shall be governed by the law of the State of Alabama, including Alabama's version of the Uniform Commercial Code. Guarantor or guarantors agree and consent to the exclusive jurisdiction and venue of the Circuit or District Courts of Morgan County, Alabama in connection with any action between the parties and waives any objection based upon forum non conveniens.

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*Guarantor's Signature

Date

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*Guarantor's Printed Name

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*Guarantor's Signature

Date

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*Guarantor's Printed Name

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