

# Commercial Electronic Solutions, LLC

## Confidential Credit Application

Legal Entity  D/B/A

Address  City  State  Zip

Tel #  Fax#  Email Address

Billing Address  City  State  Zip

Tel #  Fax#

Business Structure:  Corporation  Partnership  LLC  Other  Years In Business

Name of Owner or Corporate Officer  Title

Accounts Payable Contact  Tel #  Email

Purchasing Contact  Tel #  Email

Purchase Orders Required?  Yes  No Verbal Orders Accepted?  Yes  No

SS #  Fed ID#  Sales Tax #

In consideration of Commercial Electronic Solutions, LLC extending credit to the above mentioned company, we/I undersigned personally guarantee payment of all goods purchased from Commercial Electronic Solutions, LLC.

Monthly Service Charges can be assessed on any balance not paid by the 20<sup>th</sup> of the following month. The undersigned applicant agrees that as part of the consideration for Commercial Electronic Solutions, LLC. selling goods or services on credit to the undersigned, the undersigned consents to the jurisdiction of any court, State or Federal, within Orange County, Florida and agrees that all litigation regarding any amounts due and owing for goods or services purchased by the undersigned shall be brought in Orange County, Florida, and further by execution of this agreement the undersigned waives its privilege of venue in suits brought by Commercial Electronic Solutions, LLC., or against Commercial Electronic Solutions, LLC. in connection with goods sold on credit, or on prepaid terms by Commercial Electronic Solutions, LLC. to the undersigned, and the undersigned further waives any and all rights he/she or it may have in the selection of venue. In the event it shall become necessary to collect any outstanding amount owed to Commercial Electronic Solutions, LLC. the purchaser agrees to pay all costs thereof, including a reasonable attorney's fee and appellate work.

The undersigned agrees that he/she is authorized on behalf of the above-named applicant for credit to bind the applicant to the above terms and conditions of sale. By signing the application below, the undersigned further agrees to be held personally liable for all debts both future and present.

The undersigned consents to an investigation into the credit worthiness of the applicant, and further agrees to dissemination of credit information about the applicant to inquiring sources.

**THIS APPLICATION MUST BE SIGNED BY AN OWNER OR AUTHORIZED CORPORATE OFFICER.**

Signature of Owner / Corporate Officer  Date

Print Name  Social Security #

\*\* The undersigned attests that he/she is authorized on behalf of the above-named applicant for credit to bind the applicant above to the Commercial Electronic Solutions, LLC. Terms and Conditions of Sale Agreement.

**Please Note: Page 1 and Page 2 must both be signed**



Commercial Electronic Solutions

**Bank Reference**

Bank Name  Account#  Account Type

Address  City  State  Zip

Telephone#  Fax#  Contact

**Trade References**

Company Name  Credit Line

Address  City  State  Zip

Telephone#  Fax#  Contact

Company Name  Credit Line

Address  City  State  Zip

Telephone#  Fax#  Contact

Company Name  Credit Line

Address  City  State  Zip

Telephone#  Fax#  Contact

The undersigned certifies the above information to be correct, that it is submitted for the purpose of obtaining credit, that the applicant for credit agrees to all the terms and conditions of sale of Commercial Electronic Solutions, LLC.

**PAYMENT** - Should credit be extended, payment must be made within 30 days of date on invoice. Any account that is not paid within this period is subject to a monthly service charge and the account will be placed on prepaid terms.

**SHIPMENT** - Shipment dates quoted are approximated and subject to manufacturer availability. Commercial Electronic Solutions, LLC. hereafter Commercial Electronic Solutions, does not guarantee a particular date for shipment or delivery. All shipments are bound to the terms and policies set forth in our "Shipping & Returns Procedures".

**DELAYS** - Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

**TERMINATION/EXPIRATION** - Commercial Electronic Solutions reserves the right to discontinue its service at any time if payments have not been made as agreed, or if applicant has not held its end of the agreement. All orders contain an expiration date of 90 days. Failure of Commercial Electronic Solutions, LLC. to cancel an order accordingly shall not be construed as an extension of an order. All extensions must be evidenced in writing.

**CLAIMS** - Any suits arising from the performance or non-performance of this agreement, whether based on contract, strict liability, negligence or otherwise shall be brought within one year from date the claim arose.

Any dispute arising under this agreement shall be governed under Florida State Law . Upon accepting this agreement, undersigned accepts that all action brought against Commercial Electronic Solutions, LLC. shall be disputed and resolved in Orange County, FL and brought in the venue of choice for Commercial Electronic Solutions, LLC.

Under no circumstance shall Commercial Electronic Solutions be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of goods, or economic damages based on strict liability, negligence or otherwise. Commercial Electronic Solutions maximum liability for any reason except personal injury, shall consist of all the monies paid by Customer to Commercial Electronic Solutions under this agreement.

**MODIFICATION/SUPERSEDURE** - This agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written statement. No modifications to this agreement shall be binding.

Signature of Owner / Corporate Officer  Date

Print Name  Title

\*\* The undersigned attests that he/she is authorized on behalf of the above-named applicant for credit to bind the applicant above to the Commercial Electronic Solutions, LLC. Terms and Conditions of Sale Agreement.

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Commercial Electronic Solutions

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