



# POWER & SYSTEMS INNOVATIONS

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## Agreement to Terms & Credit Application

Company Name: \_\_\_\_\_

Address (1): \_\_\_\_\_

Address (2): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Years In Business: \_\_\_\_\_ Federal Tax ID#: \_\_\_\_\_

Dun & Bradstreet ID Number: \_\_\_\_\_

Sales Tax Exempt? Yes: Certificate # \_\_\_\_\_ \* State: \_\_\_\_\_

\*(If sales Tax Exempt please provide a copy of your exemption certificate as required by the state in which it was issued. In Florida this must be done on an annual basis.)

### **BANK REFERENCE**

Bank Name: \_\_\_\_\_ Account Number# \_\_\_\_\_

Branch Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address : \_\_\_\_\_ Contact Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Contact Fax: \_\_\_\_\_

### **TRADE REFERENCES**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### **TRADE REFERENCES (Continued)**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_



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- 1. Changes.** This invoice embodies the entire Agreement and understanding with respect to the transactions contemplated herein and supercede all prior, written or oral commitments, letters, arrangements or understandings with respect thereto. No change or modification of this Agreement shall be valid unless it is in writing and signed by all parties who are bound by the terms of this Agreement.
- 2. Collection Expenses.** If timely payment is not made to Power & Systems Innovations, Inc. and collection procedures are then utilized by Power & Systems Innovations, Inc. or its assignee, Customer agrees to pay all costs of collection including, but not limited to collection fees, all attorney fees (minimum of \$150.00) plus twenty percent on all sums due Power & Systems Innovations, Inc., including late charges and court costs whether or not an action is commenced or proceeds to judgment.
- 3. Delivery.** All merchandise hereby purchased shall be shipped from the nearest Power & Systems Innovations, Inc. distribution center.
- 4. Security.** As security for payment of all amounts due and becoming due to Power & Systems Innovations, Inc. hereunder, Customer hereby grants to Power & Systems Innovations, Inc. a security interest in all merchandise and/or services which is the subject of this proposal or invoice. Customer hereby appoints Power & Systems Innovations, Inc. as the Customer's lawful attorney-in-fact to execute such Uniform Commercial Code financing statements as Power & Systems Innovations, Inc. shall require to perfect its security interest. This document shall constitute a security agreement. Title to the goods shall remain with Power and Systems Innovations, Inc. until full payment is received.
- 5. Limitation of Liability.** Power & Systems Innovations, Inc. shall not be liable to Customer or any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from, or caused directly or indirectly by equipment or any supplies or accessories or the use thereof or any deficiency, defect or inadequacy thereof or any delay in delivery or installation thereof.
- 6. Assignment.** This invoice may not be assigned by Customer without the prior consent of Power & Systems Innovations, Inc. but may be assigned at any time by Power & Systems Innovations, Inc.
- 7. Late Charge.** If payment is received later than ten (10) days after the due date hereof, a late charge of 1 ½ percent of the overdue amount per month (18 percent per annum), computed from date Power & Systems Innovations, Inc. received payment, shall be paid by Customer to Power & Systems Innovations, Inc. upon demand by Power & Systems Innovations, Inc. Customer agrees to pay Power & Systems Innovations, Inc. the total purchase price set forth above for the merchandise or services hereby purchased and all taxes (including without limitation, sales taxes) with respect to these items and all other charges set forth on the face of the invoice.
- 8. Proposed Installation Site.** Installation will only be done on customer's prepared site. Prepared site to include all electrical, plumbing and carpentry work.

**Customer Initials**



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**9. Software.** Software cannot be reproduced or copied without the written consent of its manufacturer and Power & Systems Innovations, Inc.

**10. Errors.** Typographical and stenographic errors are subject to correction.

**11. Return Check Fee.** A check returned for any reason shall be subject to a service charge of \$25.00 if the face value does not exceed \$50.00; \$30.00 if the face value exceeds \$50.00 but does not exceed \$300.00 or 5 percent of the face amount of the check, whichever is greater.

**12. Patent and Copyright Infringements.** Customer assumes liability for patent and copyright infringement when goods or services are made to Customer's specifications.

**13. Indemnification.** The Customer agrees to indemnify and hold Power & Systems Innovations, Inc. harmless, along with its subsidiaries and divisions for all costs, damages, claims or complaints arising from the Customer's wrongful acts or omissions in connection with the sales of goods and services to the Customer by Power & Systems Innovations, Inc.

**14. Litigation.** In connection with any litigation among the parties arising out of this invoice, the prevailing party shall be entitled to reimbursement from non-prevailing party for its reasonable attorney's fees and court costs incurred in trial, appellate or post judgment proceedings.

**15. Damages.** In no event shall Power & Systems Innovations, Inc. be liable to the Customer for any indirect, special, consequential or punitive loss or damages of any kind, including lost profits, by any act or omission of its performance under this Agreement.

**16. Waiver.** Any waiver by any party of any provision of this invoice must be in writing and shall constitute a waiver of that provision, on that occasion only, and shall not operate nor be construed as a waiver of any other provision or subsequent breach thereof.

**17. Laws.** This invoice shall be governed by the laws of the State of Florida as to all matters, including, but not limited to, matters of validity, construction, effect and performance. Jurisdiction is waived and venue for any action brought under this invoice shall be Orange County, Florida.

**18. Severability.** If any one or more of the provisions of this invoice shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this invoice shall not be affected thereby.

**19. Entire Agreement.** This invoice constitutes the entire agreement between the parties with respect to merchandise and/or services listed on the reverse side hereof and supersedes any prior agreements and understandings including without limitation any agreements contained in any purchase order forms of customer with respect to said merchandise and/or services. No representations have been made by Power & Systems Innovations, Inc. to Customer except as expressly contained herein. This invoice may not be amended or modified except in writing signed by Customer and a branch manager or officer of Power & Systems Innovations, Inc.

**20. Facsimile.** A facsimile copy of this Agreement and any signatures affixed hereto shall be considered for all purposes as originals.

**21. Payment.** Terms and Due Date, shall be as outlined in the PSI quotation or proposal and as shown of the face of the PSI Invoice. In no case will these terms exceed 30 days from the date of shipment unless noted on the invoice. Terms are net and not subject to a discount unless stated on the face of PSI quotation and or invoice.

**Customer Initials**



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Estimated Annual Purchase Volume: \$\_\_\_\_\_ Credit Line Requested \$\_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Extension: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

CFO Contact Name: \_\_\_\_\_ CFO Phone: \_\_\_\_\_

The signature below is verification that Power & Systems Innovations, Inc. (PSI) has been given permission by below signed company representative to verify both the company bank information including NSF history with the bank listed on this application as well as the listed trade references. In addition PSI is authorized to complete an investigation including D&B verification of your company's credit history.

**The below signed has received, read and understands their purchases from PSI are subject to PSI's Terms and Conditions of sale that are pages #4 and #5 of this document. Please initial pages #4 and #5 in the boxes provided on the bottom right corner of each page.**

Name of Authorized Representative (Printed): \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

The signed original of this document must be sent by mail to Power & Systems Innovations, Inc. within 10 working days of this application.