



EDWARDS SUPPLY CO., INC.

P.O. Box 4758
Oak Ridge, TN 37831-4758

(865) 483-1766
(865) 483-3562
www.edwardssupply.com

STANDARDS TERMS AND CONDITIONS

General

All sales are subject to Edwards Supply Co., Inc.'s (herein referred to as "Seller") Standard Terms and Conditions. No changes, additions, or different terms will apply to sales unless approved in writing.

Prices

Unless otherwise stated, Seller's prices do not include freight, duties, or any sales, use, excise, value-added, or similar taxes. Where applicable, such charges will be invoiced as separate line items and paid by the Buyer. Seller's prices are subject to change without notice, unless otherwise stated in our written quotation.

Payment

By receipt of ordered merchandise, **Buyer agrees to pay invoices within 30 days from invoice date**, unless otherwise approved by Seller in writing. A separate invoice will be issued for each shipment.

Any order placed represents that the Buyer is financially solvent. Seller reserves the right to require full or partial payment prior to shipping if the Seller believes that the Buyers' financial condition requires it.

If Buyer fails to make payment when due, Seller reserves the right to (1) suspend performance, and (2) assess finance charge on the past due amount at the rate of 1.5% per month (18% per year). In the event of non-payment, Buyer agrees to pay all associated attorney fees and court costs incurred by Seller to collect payment and interest charges.

Shipments

Unless otherwise quoted in writing, all sales are F.O.B. Point of Shipment. Factory shipping rates given in advance of actual shipment are approximate and not guaranteed.

Warranty

Standard Manufacturer Warranty applies to all sales. No additional warranty by the Seller is included or implied.

Excusable Delays

Buyer shall be excused from performance when, and to the extent that, such performance is delayed or prevented due to causes beyond reasonable control. These causes included, but are not limited to, acts of nature, labor disputes, government priorities, transportation delays, insolvency, or other inability to perform by the manufacturer, or any other commercial impracticality. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay.

Cancellation and Returns

In the event of cancellation or return of any part of an order, Buyer may be required to pay a restocking fee for non-stock items. Returns will be accepted only after prior approval from Seller.

The Buyer agrees that that placement of any order with Edwards Supply Co., is an acknowledgment and acceptance of the above-stated Terms and Conditions. No other terms shall apply.



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CREDIT APPLICATION

Company Name: _____

Address: _____

Phone: _____ Fax: _____

Bank: _____

Dun & Bradstreet No.: _____ TIN.: _____

Trade References

Company Name: _____

Address: _____

Phone: _____ Fax: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____



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BANK AUTHORIZATION

Company Name: _____

Address: _____

Phone: _____ Fax: _____

Bank: _____

Bank Personnel:

For the purpose of establishing an open account with Edwards Supply Co., Inc., we hereby authorize you to release information on our checking account.

Our Account Number is: _____

Thank you,

Company Name: _____

Signed: _____

Date: _____

THE FOLLOWING TO BE COMPLETED BY BANK

In order that we may consider granting open account terms to the customer, we ask you, in confidence, to supply us with the following information. We accept response by fax (865) 483-3562 or return mail in the enclosed envelope.

Checking Account: Account Number: _____

Opened: _____

Average Balance: _____

NSF Checks? _____ Yes _____ No

Other Comments:

Thank you for your cooperation,
EDWARDS SUPPLY CO., INC.



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JOINT PERSONAL GUARANTY

____/____/____
Date

We, _____ and _____, his wife, residing at
_____, for and in
_____ address

consideration of your extending at our request credit to _____ (hereinafter
name of company
referred to as the 'Company'), of which _____ is _____,
name title

hereby personally guarantee to you the payment at Edwards Supply Company, Inc. in the State of Tennessee of any obligation of the Company and we hereby agree to bind ourselves to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. We do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

_____ Social Security No. _____

_____ Social Security No. _____

_____ (Witness) _____

_____ (Address) _____

_____ (City, State, Zip) _____



BLANKET CERTIFICATE OF RESALE

TO: _____

Vendor

The undersigned hereby certifies that the merchandise purchased on each order we shall give, and until this notice is revoked by us in writing, is purchased for

- ☐ Resale as tangible personal property, or resale of a service subject to tax.
- ☐ A component part of an article to be produced for sale by manufacturing, assembling, processing, or refining.
- ☐ Rental or leasing of tangible personal property.
- ☐ Use in accordance with the provisions of Rule No. 68. (A copy of the letter must be given to the vendor.)
- ☐

(Indicate the purpose for which the property is bought when no Sales or Use Tax is to be collected.)

Sales Tax Registration Number _____
 of Purchaser _____
 Date _____
 Name of Business _____
 Name of Dealer _____
 By: _____
 Address _____

WARNING

This Certificate must be completed and signed before it is valid.
The vendor must know, within the use of ordinary care, that the merchandise obtained upon this certificate of resale is that normally sold by the vendee in his usual course of business. Vendors failing to exercise such care will be held liable for the Sales Tax due upon such purchases.
 Any merchandise obtained upon this resale certificate is subject to the Sales and Use Tax if it is used or consumed by the vendee in any manner, and must be reported and the tax paid thereon direct to the Department of Revenue.
SECTION 67-3041 OF THE "TENNESSEE CODE ANNOTATED" MAKES IT A MISDEMEANOR TO MISUSE A CERTIFICATE OF REGISTRATION WITHOUT PAYING THE SALES AND USE TAXES, AND SUBJECTS THE CERTIFICATE TO REVOCATION.

RV-F1300701

INTERNET (10-00)