



## WCYW CREDIT APPLICATION

www.wireandcableyourway.com

## COMPANY INFORMATION

Legal Business Name: \_\_\_\_\_ dba \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Mailing Address \_\_\_\_\_

Street Address \_\_\_\_\_ Age of Business \_\_\_\_\_ yrs

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone # ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_

Cell # ( \_\_\_\_\_ ) \_\_\_\_\_ Email \_\_\_\_\_

## Type of Business:

- ☐ Residential Contractor  
☐ Commercial Contractor  
☐ Mechanical Contractor  
☐ General Contractor  
☐ Distributor  
☐ Manufacturer  
☐ School/Govt.  
☐ Other \_\_\_\_\_

## Ownership:

- ☐ Proprietorship  
☐ Partnership  
☐ Corporation  
 Date of incorporation \_\_\_\_\_  
 State where Registered \_\_\_\_\_  
 Federal ID# \_\_\_\_\_

## Local Owner or Executives Name:

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

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

Email: \_\_\_\_\_

Phone # \_\_\_\_\_

Current # of Employees : \_\_\_\_\_ Annual Sales \$ \_\_\_\_\_ Taxable? \_\_\_\_\_

If No, attach Exemption  
Certificate. Tax will be  
charged without valid  
certificate on file.

## MAJOR TRADE CREDITORS

Company Name \_\_\_\_\_ Contact \_\_\_\_\_ Phone# \_\_\_\_\_

Email: \_\_\_\_\_

Company Name \_\_\_\_\_ Contact \_\_\_\_\_ Phone# \_\_\_\_\_

Email: \_\_\_\_\_

Company Name \_\_\_\_\_ Contact \_\_\_\_\_ Phone# \_\_\_\_\_

Email: \_\_\_\_\_

## BANK REFERENCE

Bank	City, State	Checking Account #	Contact Name	Phone#	Fax#

I authorize the above-mentioned bank to release account information regarding my account

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**GENERAL INFORMATION**

Business Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Please review and complete both sides of the application, sign and return with purchase order to:****Credit@WireandCableYourWay.com****Credit will be evaluated and approval/denial E-Mail\* will be provided within 3-5 days of receipt.****\*E-Mail address:** \_\_\_\_\_

Authorized Buyer(s):

1. Name: \_\_\_\_\_ Max Amt.\$ \_\_\_\_\_

Anticipated Credit per Month? \$ \_\_\_\_\_

NOTE: WE DISCLAIM ANY LIABILITY FOR EXCEEDED CREDIT LINES, AS THEY ARE ONLY SET AS A GUIDE

2. Name: \_\_\_\_\_ Max Amt. \$ \_\_\_\_\_

Signature of Authorized Buyers: 1. \_\_\_\_\_ 2. \_\_\_\_\_

**OPEN ACCOUNT TERMS AND CONDITIONS**

1. **PAYMENT:** Payment terms are 30 days net from the invoice date or upon such other terms approved by Seller in writing. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Buyer expressly represents it is solvent at the time it places any purchase order with Seller. Seller, in its sole discretion, may determine that Buyer's financial condition requires full or partial payment prior to manufacture or shipment. If Buyer fails to make any payment when due, Seller reserves the right to suspend performance. In the event of non-payment, Buyer agrees to pay Seller's reasonable attorney fees and court costs, if any, incurred by Seller to collect payment, and all applicable interest charges. Seller may apply payments to any outstanding invoices unless Buyer provides specific payment direction.

2. **INTERPRETATION RESPONSIBILITY; PRODUCT USE AND SAFETY:** Seller does not guarantee that the Goods it sells conform to any plans and specifications or intended use. When plans and specifications are involved, Buyer is solely responsible for verifying Seller's interpretations of such plans and specifications, and it is Buyer's sole responsibility to assure that Seller's Goods will be accepted on any specific job. When Seller offers substitute Goods on any proposal, Buyer is solely responsible for confirming their acceptability. **BEFORE BUYER USES OR INSTALLS ELECTRICAL PRODUCTS, IT IS BUYER'S RESPONSIBILITY TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL, STATE OR NATIONAL CODES, RULES OR REGULATIONS FOR APPROVED INSTALLATION PROCEDURES AND PRECAUTIONS. NOTHING SELLER SELLS IS FOR USE IN CONNECTION WITH "SAFETY-RELATED" APPLICATIONS OF A NUCLEAR FACILITY OR ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY.**

3. **EXPORTS:** If Goods are sold for export, Seller's standard terms & condition for export sales apply. Acceptance of export orders is not valid unless confirmed in writing by Seller. Buyer, NOT Seller, is responsible for compliance with all United States export control rules and regulations. Buyer shall not name Seller as shipper or exporter of record in connection with the export of any Goods purchased from Seller.

4. **ANTI-MONEY LAUNDERING RESTRICTIONS:** Seller rejects questionable orders and payments: Except for pre-approved credit arrangements, Seller rejects third-party payments, cashiers' checks, money orders and bank drafts. Seller accepts only checks imprinted with Buyer's name; wire transfers originated in Buyer's account; letters of credit with Buyer as account party; and credit or debit cards in Buyer's name. All payments must be by single instrument in the amount of the invoice, less credits, from banks acceptable to Seller.

5. **PRICES AND TAXES:** Buyer agrees to pay the prices quoted by Seller, and is responsible for additional applicable shipping and handling charges, taxes and duties. Seller shall collect applicable taxes unless Buyer submits a valid tax exemption certificate, and indicates which Goods are covered by it. Prices on special-order Goods may be subject to change before shipment; Seller shall notify Buyer of any change, and Buyer may at its discretion cancel the special-order Goods if the revised prices are unacceptable, without charge other than applicable Vendor related charges.

6. **GOVERNING LAW:** These Terms & Conditions and all disputes related to it shall be governed by the laws of the State of Illinois, United States of America, without giving effect to its conflict of law rules.

**TO THE EXTENT NOT CONTRARY TO APPLICABLE LAW, THE FOLLOWING SHALL APPLY:**

7. Buyer waives any available homestead exemption as well as any and all requirements or rights with regard to notice, demand, presentment, or protest and appoint any employee of Seller or attorney to appear in any court of competent jurisdiction for the purpose of confessing judgment for all amounts due Seller pursuant to these terms and conditions.

8. Buyers and/or Guarantors transacting business in Illinois acknowledge that they have the right subject to certain limitations to notice of and hearing on Seller's right to obtain a prejudgment remedy, such as attachment or garnishment, upon commencing litigation against Buyers and/or Guarantors. Buyers and/or Guarantors hereby waive all rights to notice, judicial hearing or prior court order in connection with Seller's obtaining any prejudgment remedy in connection with said transactions or extensions of same. Buyers and/or Guarantors also waive any and all objection which they might otherwise be able to assert now or in the future to the exercise or use by Seller of any right of setoff, repossession or self-help as may presently exist under statute, including the Uniform Commercial Code and common law.

**IMPORTANT NOTICE: THIS INSTRUMENT PERMITS SELLER TO OBTAIN AND USE YOUR INDIVIDUAL CREDIT HISTORY FOR CREDIT EVALUATION PURPOSES. THIS INSTRUMENT FURTHER CONTAINS A CONFESSION OF JUDGMENT PROVISION AND OTHER WAIVERS, WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE, AND IF YOU DO NOT PAY ON TIME, ALLOWS SELLER TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE OR YOUR PRIOR KNOWLEDGE. BY ACCEPTING THESE TERMS YOU GIVE UP YOUR RIGHT TO NOTICE AND TRIAL. THE POWERS OF THE COURT CAN BE USED TO COLLECT THE AMOUNT DUE REGARDLESS OF ANY CLAIMS YOU MAY HAVE WHETHER FOR RETURNED OR FAULTY GOODS, FAILURE BY SELLER TO COMPLY WITH THIS AGREEMENT, OR ANY OTHER CAUSE.**

The undersigned hereby warrants and represents that he or she is a duly authorized representative of the Applicant with full legal authority to bind the same by the execution of this Application and that the information set forth in this application is provided for the purpose of obtaining credit from Wire and Cable Your Way ("WCYW") and is true and correct. WE AGREE TO THE ABOVE "OPEN TERMS AND CONDITIONS" AND ONLINE "TERMS AND CONDITIONS" OF SALE AT WWW.WIREANDCABLEYOURWAY.COM, WE AGREE TO PAY WCYW SOLELY BASED UPON WCYW'S PAYMENT TERMS AND INVOICE POLICY, AND WE WILL ACKNOWLEDGE THAT ALL TRANSACTIONS UNDER OUR OPEN ACCOUNT, INCLUDING THROUGH WCYW'S WEBSITE WILL BE SUBJECT TO ITS "TERMS AND CONDITIONS OF QUOTE" AND "TERMS AND CONDITIONS OF SALE", INCLUDING BUT NOT LIMITED TO THE SHIPPING POLICIES, LIMITATIONS AND DISCLAIMERS THEREIN, THE RECEIPT OF WHICH IS ACKNOWLEDGED IN HAND OR BY VIEWING ONLINE AT WWW.WIREANDCABLEYOURWAY.COM.

Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_