



NEW CUSTOMER CREDIT APPLICATION

Full Legal Name of Company: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Shipping Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Website: _____

Type of business: _____ Date Est: _____ No. of Employees: _____

Dun & Bradstreet No: _____ Federal Tax ID: _____ Tax Exempt No: _____

***** To receive tax-exempt status, a complete blanket resale certificate must accompany this application *****

Type of Entity: Proprietorship Partnership LLC Corporation (year of incorporation _____ state of incorporation: _____)

AP Contact: _____ Phone: _____ Fax: _____ Email: _____

Receive invoices via: Mail Fax Email Send payment via: ACH Check Credit Card

Key Management Members/Owners:

Name: _____ Title: _____ Percentage of Ownership: _____

Name: _____ Title: _____ Percentage of Ownership: _____

Name: _____ Title: _____ Percentage of Ownership: _____

Bank Reference:

Name: _____ Account Number: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact: _____ Email: _____ Direct Phone: _____

Trade References:

Company1: _____ Contact: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

Company2: _____ Contact: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

Company3: _____ Contact: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

I certify that the foregoing information is accurate and I authorize Thermal Devices, Inc. to contact all references supplied herein, I/we agree to pay Thermal Devices within thirty days of shipment. If payment is not remitted within thirty days, I/we agree to pay interest at the maximum lawful rate and reimburse Thermal Devices, Inc. for all attorney fees, court and collection costs incurred by them resulting from failure to pay within specified time.

Authorized Signature: _____ Date: _____

Print Name: _____

Credit Application/Security Agreement

- (1) Thermal Devices, Inc. reserves complete discretion concerning all extensions of credit and shall have the right to refuse to extend credit to an applicant ("Customer") at any time for any reason.
- (2) Customer acknowledges and agrees that all purchases made shall be paid for in accordance with such payment terms to be made by Thermal Devices, Inc. Unless otherwise notified by Thermal Devices, Inc. *in writing*, the net amount of each invoice is due 30 days from the invoice date. Thereafter the invoice will be considered past due and in default of agreement. Customer agrees to pay interest on any unpaid purchases, beginning after the payment due date, at the rate of 1.5%per month; 18% per annum. Customer also agrees to pay a \$40 fee for each check issued by Customer to Thermal Devices, Inc. that is returned unpaid or marked NSF.
- (3) The following constitute Customer defaults: Non-payment in timely fashion of Customer's indebtedness to Thermal Devices, Inc.; bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between Thermal Devices, Inc. and Customer. In the event of default, Thermal Devices, Inc. may declare all unpaid balances due. Customer authorizes Secured Party to file a financing statement describing the collateral.
- (4) In the event that Customer's account is referred to an attorney or a third party for collection, Customer agrees that Thermal Devices, Inc. shall be entitled to collect, in addition to the principal amount and all accrued interest and fees, an attorney or agency fee of twenty percent (20%) thereof. Any disputes resulting in a court hearing shall be tried in the state of Maryland and the laws of that state shall apply.
- (5) This Agreement shall be governed by and construed in accordance with the laws of Maryland.
- (6) In consideration for credit, Customer hereby grants a security interest in and assigns to Thermal Devices, Inc. the collateral listed in paragraph A below to secure payment and performance of all debts, liabilities and obligations of Customer of any kind whenever and however incurred to Thermal Devices, Inc.
 - (A) All inventory supplied by Thermal Devices, Inc. to Customer, wherever located, now owned and hereafter acquired, including but not limited to industrial heating and electrical equipment and controls: all proceeds from the sale thereof: all existing or subsequently arising accounts, and all accounts receivable which may from time to time hereafter come into existence during the term of the security agreement.
- (7) Customer agrees to pay any and all service fees incurred for repairs of equipment performed under warranty consideration should warranty be denied for any reason.
- (8) The terms of this agreement remain in effect until cancelled upon thirty day written notice by either the Customer or Thermal Devices, Inc. This agreement cannot be cancelled by the Customer until all amounts owed to Thermal Devices, Inc. have been paid in full.

Customer name_____

Customer address_____

Printed Name of Authorized Signer_____ Title_____

Authorized Signature_____ Date_____