



**95 Traffic Safety Supply Credit Application**

Legal Name of the Company : \_\_\_\_\_

Trade Name (D/B/A): \_\_\_\_\_

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Type of Business  Corporation;  LLC;  Partnership;  Sole Proprietorship,  Government Entity

Years in Business: \_\_\_\_\_ Credit limit Requested: \_\_\_\_\_ DUNS Number: \_\_\_\_\_

If incorporated or registered: State? \_\_\_\_\_ Year: \_\_\_\_\_ Website: \_\_\_\_\_

Tax Exempt Number & State: \_\_\_\_\_ Copy of Resale Exemption Certificate must be included

.....

Please list Corporate Officers/Partners/Managing Members/Owners: (Attach additional pages if necessary)

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

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

.....

A/P Contact: \_\_\_\_\_ Email Address: \_\_\_\_\_

Purchasing Contact: \_\_\_\_\_ Email Address: \_\_\_\_\_

Are Purchase Orders used?  None  Verbal only  Copy of PO Required

Primary Bank: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Account #: \_\_\_\_\_ Bank Contact: \_\_\_\_\_

.....

Trade References (Please provide minimum of three (2) references):

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

City & State: \_\_\_\_\_ Email: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

City & State: \_\_\_\_\_ Email: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

City & State: \_\_\_\_\_ Email: \_\_\_\_\_



Bank References (Please provide minimum of One (1) reference):

Bank Name: \_\_\_\_\_ Account Name: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**TERMS AND CONDITIONS**

**(Authorized Signature Required)**

Applicant certifies that it is solvent and capable of meeting its obligations hereunder, and that all information provided to 95TSS is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Applicant authorizes 95TSS to request credit reports from credit bureaus (including consumer reporting agencies) regarding commercial and/or personal credit and to otherwise investigate credit worthiness before extending credit now or any time in the future. Applicant agrees that all Terms and Conditions, shall apply to all sales and extensions of credit made to Applicant by 95TSS.

By selecting this box, I hereby consent to the following Terms and Conditions.

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

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

**Individual Name** : \_\_\_\_\_

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

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

**Terms & Conditions**

1. **Payment Terms:** Applicant agrees to pay for goods, rentals, and services within thirty (30) days of the invoice date. In the event that payment for goods, rentals, or services is not received by the due date specified in the invoice, Applicant shall be considered delinquent. A late payment charge of 2% per month (24% per annum) shall accrue on the outstanding balance from the due date until the date of payment in full. This late payment charge shall not exceed the maximum rate allowable by law. Additionally, 95TSS reserves the right to suspend further credit extensions or withhold further goods, rentals or services until all outstanding balances, including accrued late payment charges, are paid. 95TSS retains the right to file liens in accordance with applicable laws and does not waive such right. Any terms within the Applicant's purchase orders or other documents that seek to constrain the timing or method of invoicing by 95TSS are hereby waived by the Applicant. In the event of any conflict between this agreement and Applicant's purchase orders or other documents, this agreement shall control.

2. **Litigation and Attorney Fees:** 95TSS may take legal action to recover the outstanding amounts, including but not limited to, initiating litigation or engaging third-party collection agencies. All costs associated with such actions, including attorney fees, court costs, and collection agency fees, shall be borne by the Applicant. The jurisdiction for legal actions lies exclusively in Prince George's County, Maryland. This agreement shall be deemed to have been entered into in the State the Maryland for purposes of jurisdiction.

3. **Payment Allocation:** Payments received will be applied first to finance charges, then to attorney/collection fees, and finally to the principal balance due.

4. **Credit Card Fees:** Applicant will bear the responsibility for a 2.5% credit card fee if payments are delinquent.

5. **Ownership of Goods:** All goods remain the exclusive property of 95TSS until full payment is received. 95TSS may reclaim any goods not fully paid for, with Applicant bearing return freight costs and any damages not noted on the original delivery receipt.
6. **Return Policy:** Returns must be made within 30 days in sellable condition and original packaging. A Return Authorization number must be obtained, and a 25% restocking fee may apply. Special order items and custom-imprinted products are non-cancelable and non-returnable except for defects.
7. **Notification Requirements:** Applicant must notify 95TSS of any change in ownership, address, corporate structure, or disposition of assets within 10 days.
8. **Termination of Credit Arrangement:** 95TSS may terminate credit arrangements at its discretion at any time, requiring prompt payment of outstanding amounts upon termination. 95TSS may terminate or restrict orders immediately after notifying the Applicant of such termination. The Applicant confirms its solvency and agrees to report its insolvency promptly. This agreement solely benefits the Applicant and 95TSS, excluding third-party beneficiaries.
9. **Authorization for Credit Check:** Applicant authorizes 95TSS to obtain credit and financial information from any source at any time.
10. **Limitation of Liability:** To the extent permitted by law, 95TSS's liability for any damages arising from this agreement is limited to the total amount paid by Applicant to 95TSS under this agreement. In no event shall 95TSS be liable for any indirect, consequential, punitive or incidental damages.
11. **Force Majeure:** 95TSS is not liable for delays or defaults in delivery due to factors beyond its reasonable control, including governmental actions, labor disputes, fires, wars, terrorism, manufacturers' shortages, transportation availability, and acts of God (collectively referred to as "Force Majeure Events"). Upon the occurrence of a Force Majeure Event: (a) 95TSS's performance time shall be reasonably extended, with affected dates adjusted accordingly; (b) the purchase price may be adjusted to account for increased costs resulting from the Force Majeure Event; and (c) the Applicant is not entitled to any other remedy.
12. **Severability:** If any part of this agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remaining terms of this agreement. The Parties agree to substitute any void or unenforceable term with a new one that achieves substantially the same practical and economic effect and is valid and enforceable.