

# Hughes Industries



**Hughes Industries, LLC is pleased to have you as our customer. Please review the following before filling out the application for credit terms:**

- Payment on a purchase is due 30 days from the day of receipt of goods.
- An account with Hughes Industries does not constitute any terms other than 30 days unless agreed to in writing with the President of Hughes Industries.
- Contact a representative with any questions regarding special terms.
- This service is offered as a convenience for purchases.
- Job and Bonding information must be provided to us on job-specific purchases.
- Accounts with past due balances and/or in excess of established credit limits may be subject to credit hold without notice.
- Finance charges will be applied to accounts carrying past-due balances.
- Please complete the form in its entirety; and return it via email to [amanda@HughesInds.com](mailto:amanda@HughesInds.com).
- The original signed application must be sent by USPS mail or other parcel service (UPS/FEDEX) to our address: Hughes Industries, LLC, 425 McLin Creek Rd N, Conover, NC 28613; however an emailed copy will allow us to immediately begin the approval process.
- Please contact our office if you have any questions.

**TERMS AND CONDITIONS OF CREDIT APPLICATION, AGREEMENT, VENUE DESIGNATION, DAMAGE LIMITATION,  
DISCLAIMER, WAIVER, LIMITED WARRANTY, PERSONAL GUARANTEE AND WAIVER OF TRIAL BY JURY**

**GENERAL INFORMATION**

Date: _____		Information Given By: _____	
Firm Name or Individual: _____		Telephone: (    ) _____ - _____	Fax: (    ) _____ - _____
Street Address: _____		City: _____	State: _____ Zip: _____
Email: _____		Date Established: _____	
Ownership Type (check one option): Individually Owned <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/>		Annual Sales: _____	State & Year of Incorporation: _____
If Partnership or Sole Owner: SS# _____		Fed.Tax ID# _____	Are you taxable? Yes <input type="checkbox"/> No <input type="checkbox"/>
If no, please send resale certificate. Nature of Business: _____			
Is this company a branch or division of another company? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, Name & Address: _____			
_____			Are purchase orders required? Yes <input type="checkbox"/> No <input type="checkbox"/>
Purchasing Contact: _____		Accts. Payable Contact: _____	
Credit Limit Requested: _____		Are you listed in Dun & Bradstreet? Yes <input type="checkbox"/> No <input type="checkbox"/> Duns # _____	

**BANK REFERENCES**

Institution Name: _____		Telephone: (    ) _____ - _____	Fax: (    ) _____ - _____
Address: _____		Account Officer: _____	
Checking Account # _____			
Institution Name: _____		Telephone: (    ) _____ - _____	Fax: (    ) _____ - _____
Address: _____		Account Officer: _____	
Saving Account # _____			
Institution Name: _____		Telephone: (    ) _____ - _____	Fax: (    ) _____ - _____
Address: _____		Account Officer: _____	
Loan Type: _____		Loan Balance: _____	

**TRADE REFERENCES (Suppliers Only)**

Company Name: \_\_\_\_\_ Account # \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Account Open since: \_\_\_\_\_ Credit Limit: \_\_\_\_\_ Current Balance: \_\_\_\_\_

Company Name: \_\_\_\_\_ Account # \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Account Open since: \_\_\_\_\_ Credit Limit: \_\_\_\_\_ Current Balance: \_\_\_\_\_

Company Name: \_\_\_\_\_ Account # \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Account Open since: \_\_\_\_\_ Credit Limit: \_\_\_\_\_ Current Balance: \_\_\_\_\_

HAS ANY OWNER OR OFFICER BEEN INVOLVED IN A BANKRUPTCY OR A FORCED LIQUIDATION? Yes ☐ No ☐

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

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

## TERMS AND CONDITIONS OF CREDIT APPLICATION, AGREEMENT, VENUE DESIGNATION, DAMAGE LIMITATION, DISCLAIMER, WAIVER, LIMITED WARRANTY, PERSONAL GUARANTEE AND WAIVER OF TRIAL BY JURY

Hereinafter, HUGHES INDUSTRIES, LLC., a North Carolina corporation, referred to as SELLER, The CUSTOMER shown on Page 1 of this contract is hereinafter referred to as CUSTOMER. In consideration of the SELLER selling to the CUSTOMER on open account or on other terms, the SELLER and CUSTOMER agrees as follows:

1. **PAYMENT AND COLLECTION TERMS.** Payments of all sums due hereinafter are due and payable to SELLER in CONOVER, CATAWBA COUNTY, NORTH CAROLINA. CUSTOMER agrees that all invoices are due upon receipt with the following terms: Net 30. CUSTOMER agrees to pay all costs of collection and out-of-pocket expenses, including an attorney's fee of not less than 25% of the CUSTOMER's account balance, or a reasonable attorney's fees for any lawsuit filed, a judgment obtained, and post-judgment proceedings to collect such judgment, whichever is greater, if CUSTOMER's account is placed with an attorney, whether suit be brought or not. CUSTOMER agrees to pay SELLER interest at the highest rate allowable by law on all sums not paid and hereby submits to the jurisdiction of the courts of the State of North Carolina, whose laws govern this agreement, agrees that it is doing business in the state of North Carolina and that venue for any action shall be in state or federal court as selected by SELLER in Catawba County, North Carolina.

2. **DISCLAIMER.** SELLER SHALL NOT BE LIABLE FOR FAILURE OR DELAY IN DELIVERY OF GOODS SOLD OCCASIONED BY LABOR DISPUTES, FORCE MAJEURE, OR OTHER CAUSES BEYOND SELLER'S CONTROL, NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF CONTRACT AS DEFINED BY THE UNIFORM COMMERCIAL CODE, RELATIVE TO SALE. THE GOODS SOLD ARE WARRANTED TO BE FIT FOR THE PURPOSE SOLD, BUT THE SOLE LIABILITY OF THE SELLER IS TO EITHER REFUND THE PURCHASE PRICE OR REPLACE WITH SIMILAR GOODS. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED AND ALL CLAIMS, DISPUTES, OR OBJECTIONS ARE WAIVED UNLESS MADE IN WRITING TO THE SELLER WITHIN TEN DAYS OF DELIVERY OR OCCURRENCE OF DEFAULT. THERE IS NO WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF MERCHANTABILITY.

3. **MODIFICATION.** This agreement is not subject to oral cancellation, modification, or change. If oral cancellation, modification, or change is claimed, then such must be in writing and signed by the parties to be charged, within ten days from the alleged date of the oral cancellation, modification, or change otherwise the same shall conclusively be deemed waived.

4. **NOTICE.** All notices required herein must be in writing with proof of delivery by Registered, or Certified Mail, Return Receipt Requested, or facsimile, and shall not take effect until received by SELLER. The rights provided for herein to SELLER are cumulative to all other rights.

5. **PERSONAL GUARANTY.** THE PERSON SIGNING THIS APPLICATION ON BEHALF OF THE CUSTOMER ALSO SIGNS AS GUARANTOR OF THIS AGREEMENT AND CUSTOMER'S ACCOUNT, AGREES TO THE TERMS HEREOF, ASSUMES PERSONAL LIABILITY THEREFOR AND WAIVES PRESENTMENT, DEMAND, PROTEST, NOTICE OF PROTEST, NOTICE OF DISHONOR, TRIAL BY JURY, AND ACKNOWLEDGES THAT SELLER IS RELYING ON SUCH GUARANTEE IN EXTENDING CREDIT TO CUSTOMER

6. **CONDITION OF GOODS RECEIVED.** All goods sold and delivered are conclusively deemed to be the goods ordered by the customer for the price specified therein and delivered in good order unless written notice to the contrary is received by the seller from the customer within ten days of the date the goods are shipped.

7. **COMPLETE AGREEMENT.** There are no side agreements or verbal understandings that would vary the terms of this agreement which can only be changed by writing signed by the SELLER and CUSTOMER.

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

**GUARANTOR**

**Print Name:** \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE** Sales of the goods furnished hereunder is expressly conditioned upon Buyer's assent to the terms and conditions as set forth hereof. If the terms and conditions stated in Buyer's order are inconsistent with the terms and conditions contained hereon, seller's acknowledge of said order shall constitute a counteroffer, and Buyer shall be deemed to have accepted these terms and conditions unless he notifies Seller to the contrary in writing within five (5) days after receiving Seller's acknowledgement.

2. **PRICES** Unless otherwise agreed. Seller's price shall be the price in effect at the time of the shipment. All prices exclude sales, use, occupation, license, excise and other taxes in respect of manufacture, sale or delivery, and export and import duties all of which shall be paid by the Buyer unless otherwise agreed between the parties. All prices are subject to change without notice until confirmed by the manufacturer's formal acknowledgement. Where the price specified herein does not provide for absorption by Seller of freight charges either in whole or in part. Seller shall have the right to select the means of transportation. If buyer requires a means of shipment other than selected by Seller any extra cost incurred by reason thereof shall be paid by Buyer

3. **DELIVERY** F.O.B. terms for the goods furnished hereunder are stated on the standard price list or quotation for those goods. Seller shall not be liable in damages for any delay in, or inability to complete, the manufacture any delivery of the goods on account of labor difficulties from whatever cause arising, weather, acts of God, shipping delays, ability to obtain equipment or material from the sources of supply or qualified labor sufficient to fill its orders, or any other cause beyond the reasonable control of Seller. Should delivery be delayed by any such causes more than thirty (30) days beyond the delivery period specified in the order, either Seller or Buyer may, by written notice delivered no later than five (5) days after the end of such thirty day period, cancel the order. If neither party should deliver notice of cancellation within such five day period, all terms and condition shall remain in full force and effect.

4. **DAMAGES AND RISK OF LOSS** Buyer assumes all responsibility for and risk of loss of, or damages to, the goods furnished hereunder, upon delivery F.O.B. Shipping Point or Destination, whichever applies under Section 3 hereof, even though Seller may have selected the carrier. In no event shall the Seller be liable for anticipated profits or for damages on account of negligence, or for incidental or consequential damages.

**5. WARRANTIES** Seller warrants to Buyer that the goods furnished hereunder shall meet Seller's current sales specifications, reserving to the Seller the right, without prior notice to change such sales specifications listed in its bulletins and other descriptive materials as the goods are altered and improved. The obligation of Seller, and Buyer's sole and exclusive remedy hereunder shall be limited at Seller's option to replacement of any goods which are returned to Seller's plant. Transportation charges prepaid, and there determined by Seller not be as warranted, or, in the event Seller is unable to remedy the replacement any defect in the goods, Buyer's sole and exclusive remedy shall then be a refund of the purchase price, or so much of the purchase price, as has been paid by Buyer. Buyer shall inspect the goods immediately upon delivery. Buyer's failure to give notice of any claim within fifteen (15) days from the date of delivery shall constitute a waiver by Buyer of all claims with respect hereto. EXCEPT AS SET FORTH HEREIN, AND EXCEPT AS TO TITLE, IT IS EXPRESSLY AGREED (A) THAT THERE IS NO WARRANTY OF MERCHANTABILITY NOR OTHER WARRANTY, EXPRESS OR IMPLIED, OR STATUTORY, NOR ANY AFFIRMATION OF FACT, OR PROMISES, BY SELLER WITH REFERENCE TO THE GOODS, WHICH EXTENDS BEYOND THE SPECIFICATIONS MUTUALLY AGREED UPON BY THE SELLER AND THE BUYER AND (B) THE BUYER ACKNOWLEDGES THAT HE IS PURCHASING THE GOODS SOLELY ON THE BASIS OF THE COMMITMENTS OF THE SELLER EXPRESSLY SET FORTH HEREIN.

**6. PAYMENT** Buyer agrees to pay finance charges at the rate of one and one half percent per month (or the highest rate permitted by law, whichever is lower) from date of shipment or invoice (whichever is earlier) unless invoice is paid in full within the time specified in the terms section.

**7. PATENTS** In the event a charge or notice of infringement of a U.S. Patent is directed to Buyer, or a suit instituted against buyer, which charge, notice or suit is based upon any claim that the goods sold by Seller, or normal use thereof, constitutes an infringement of a U.S. Patent, Buyer and Seller agree that Seller shall dispose of the charge in the manner it deems best, provided Buyer notifies Seller in writing within ten (10) days from receipt by Buyer of the first notice of infringement. Buyer agrees to assist Seller, at the expense of the Seller in all reasonable manner in the defense or settlement on any charge, or notices of, or suit for infringement. Seller shall have no patent obligation or other liability to Buyer for infringement or changes of infringement arising from use of the goods furnished hereunder in processes covered by patents, or in patented combinations with other materials or arising from any alterations made in the goods by Buyer. Buyer agrees to indemnify and save harmless Seller in similar fashion where the alleged infringement is the result of the design or other special requirements specified by the Buyer or the result of the application or use to which such goods are put by Buyer, or by others. The foregoing provisions of this section 7 state the entire liability of Seller in respect of potential patent infringement by the goods furnished hereunder and shall be in lieu of all other warranties, express or implied, respecting any potential infringement.

**8. SPECIAL ORDERS** In the event Buyer places an order for goods made especially for him/her or for the goods not customarily carried by Seller, a Buyer cancels such order. Buyer agrees to pay Seller as liquidated damages the Seller's published price for such goods as are completed and an equitable price based upon the percentage of completion of such goods as are in process at the time of cancellation.

**9. COMPLIANCE WITH LAWS** Seller warrants that all applicable laws, rules and regulations of governmental authority covering the production, sale and delivery of the material or services specified herein have been complied with.