

NIKLYN Corp

PO Box 268, Durham CT 06422 203-624-1345 Fax 203-786-5041

Business Credit Application

Date: _____

Customer or Company Name: _____

Mailing Address: _____

Street Address: _____

City & State: _____ Zip Code _____

Business Phone: _____ Home Phone _____

Kind of Business: _____

Incorporated: _____ Partnership _____ Individual _____ Amount of Credit Requested _____

Special Invoicing Procedure _____

Principal Owner(s) or Officer(s) Are: _____

NAME	SOC. SEC. #	TITLE	RESIDENCE ADDRESS	PHONE
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_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
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Attorney's Name _____

Bank _____ Account Numbers _____ Loan Officer _____

Other Accounts: _____

Loans From _____ Loan Officer _____

Individual Information _____

Employment _____ Years _____

Credit References	Address	Dun & Bradstreet Number _____
_____	_____	Bonded <input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	Bonding Company _____
_____	_____	Address _____
_____	_____	City/ State/ Zip _____

Accounting Department Contact

Contact Name: _____ Phone: _____ Fax: _____

Address for Mailing Invoice / Email Address _____

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In consideration of the extension of credit by Niklyn Corp, the undersigned purchaser hereby agrees that the terms and conditions of all sales are as follows:

1. Terms of sale are: Net 15 or 30 days. Invoices not paid within such time are past due and subject to service charge of 1.5-3% percent per month.
2. Should this account upon default, be collected by or through an attorney at law, the undersigned agrees to pay reasonable attorney's fees in addition to the principal indebtedness and interest thereon.
3. Should purchaser be a corporation or partnership, for good and valuable consideration, including the extension of credit to the principal, the undersigned, whether officer, partner, agent, or otherwise agree that by execution hereof or behalf of the principal he or they is/ are personally liable, jointly and severally with the principal, as a guarantor(s) for the payment of all indebtedness or liabilities incurred pursuant to this agreement. Demand for payment and notice of indebtedness and default are expressly waived. In the event of default, each of the undersigned hereby assign to seller a sufficient portion of his homestead exemption to which he may be entitled under laws of the state of his residence to pay his obligation hereunder. The terms and conditions hereof and the guarantee herein given shall continue in full force and effect until such time as the seller, Niklyn Corp shall receive from the undersigned written notice of revocation, and such revocation shall not in any way relieve the undersigned from indebtedness or liability incurred prior to the actual receipt by seller of such notice of revocation
4. It is agreed that the sales, whether invoiced to the purchaser in his or its individual, corporate or partnership name or in any trade name or in the name of any subsidiary company or in the name of any officer or agent, shall nevertheless be an indebtedness of the purchaser hereon stated.
5. Purchaser agrees to examine all invoices and statements promptly upon receipt and to notify seller immediately of any failure of delivery, shortage, discrepancy, or error, and further agrees that such invoice or statement shall be presumed correct unless he or it shall notify seller in writing of such failure of delivery, shortage, discrepancy, or error within thirty (30) days of his or its receipt of such invoice or statement, which shall be presumed to have been received on or before the fifteenth (15th) day of the month succeeding purchases.
6. Seller disclaims all warranties, express or implied, to the extent permitted.
7. Purchaser agrees to hold Niklyn Corp, and all divisions along with its affiliates Harmless from any Liquidated damages, and recourse.
8. Purchaser agrees to indemnify Niklyn Corps, all divisions and its affiliates.
9. No Prorated or General charges of any nature shall be made against Niklyn Corps, all divisions and its affiliates.
10. The maximum liability on any one item is the price we provided for services of that item. Niklyn Corps. accepts no liability above and beyond that amount. This includes but not limited to damages to that item, thief, losses or product failure.
11. In all cases work delivered to us at any of our facilities is construed as a valid contract and subject to our terms and conditions. Regardless of purchase order.
12. If quantities or price on purchase order does not match price quoted, quoted values and completed quantities. Then quoted price and completed quantities are the value owed.
13. Color matches and consistency is the burden of the customer unless agreed upon prior to and certified samples are signed and distributed to customer and Niklyn Corp.
14. All coating will be applied in a best effort and Niklyn is not responsible for inaccessible areas or failures from welds, or joints that do not allow for coating to penetrate properly. Coating failures do to dissimilar metals or welding porosity are not the responsibility of Niklyn or its affiliates.
15. Niklyn Corp. Hold the right to revoke payment terms at anytime if we feel the financial situation of our customer has changed. Payment Terms are granted solely at our digression
16. Niklyn Corps. and its divisions and affiliates express no warranty on services unless in writing and signed by an officer of the Company.
17. All work will be processed and completed with the best effort. We assume no liability for cost due to late deliveries or completions. Unless otherwise stated in writing prior to the start of a project or Purchase order.
18. Niklyn Corps. and its divisions and affiliates have no control over the weather and other condition, which may arise from time to time. If a delay occurs due to, weather, national disasters, strikes, state of emergence, loss of power or gas we assume no liability for any delay, or losses that may have resulted from that occurrence or others.
19. No written warranty is valid until all invoices have been paid in full with good funds, in a timely manner. Any collections required will automatically void all writing warranties regardless of payments received.
20. Niklyn Corps. and its divisions and affiliates holds the sole rights to not enforce its companies terms or a term without forfeiting any futures rights or validity of any terms or terms thereto and there from
21. All sales are the direct liability of purchaser regardless of issuance or Purchase Order or formal documentation. The shipping of any product to Niklyn constitutes an agreement per all Niklyn Terms and Conditions as listed here and or as listed on all Quotes there too.
22. All special order materials are to be COD or the responsibility of Purchaser (Customer) and shall be billed and paid for in full plus 15% regardless if purchaser uses materials. No Materials will be ordered without writing Purchase Order.

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23. Purchaser agrees to immediately examine shipment and agrees to notify seller promptly of any errors in shipment and of any defective material supplied.
24. Use of material shall constitute a waiver of any error in shipment or defect in material, which might have been determined by a prompt and diligent inspection thereof.
25. Seller retains title and security interest in all products until paid for, and in all materials until such shall lose its character as personal property.

I/We authorize any government agency, be it federal, state, or county to furnish information to Niklyn Corp..

NOTICE: DO NOT SIGN AGREEMENT UNTIL YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS THEREOF.

CORPORATION NAME: _____ INDIVIDUALS & PARTNERSHIPS SIGN HERE:

By: _____
 President Individual Guarantor

By: _____
 Secretary Individual Guarantor
 - Treasurer

CORPORATE OFFICERS MUST ALSO SIGN AS
 INDIVIDUAL GUARANTORS

- Please include copy **State of Connecticut - SALES & USE TAX RESALE CERTIFICATE**, if applicable. Sales tax will accrue until received by Niklyn Corp.

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Niklyn Corp USE ONLY

Reference Check

1) Account Name:

Account Age:
Terms:
High Limit:
Average Account Balance:
Average Payment:
Times Late:

2) Account Name:

Account Age:
Terms:
High Limit:
Average Account Balance:
Average Payment:
Times Late:

3) Account Name:

Account Age:
Terms:
High Limit:
Average Account Balance:
Average Payment:
Times Late:

Acceptance and Approval

Terms: 15 ____ 30 ____ 45 ____

Financial Manager Approval

General Manager Approval

Signature _____ Date _____

Signature _____ Date _____

Managing Director : Signature _____ Date _____

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