



83A Pearl St.  
Essex Junction  
Vermont, 05452

P: 802.316.3848  
F: 802.316.3849  
info@vtlamp.com  
www.vtlamp.com

Office Use

Approved by: \_\_\_\_\_

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

## CUSTOMER AGREEMENT APPLICATION

Please Type or Print Clearly In Ink

Account's Legal Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Type of Business \_\_\_\_\_

Business Premises:

Status of Business:

Year Established \_\_\_\_\_

Rent/Lease

Proprietorship

Tradename \_\_\_\_\_

Owned

Partnership

Corporation

Name of Owners/Officers	Title	Address	City/State/Zip	Phone #	SS #	% Ownership

Special Billing or Shipping Instructions (if any) \_\_\_\_\_

State of Vermont Tax Exempt # \_\_\_\_\_ Federal Tax I.D. # \_\_\_\_\_

TRADE REFERENCES – Concerns with whom you have done business for at least one year, include minimum of one electrical distributor, if possible.

Name	Address	City/State/Zip	Phone #	Fax #

Your Banking Information:

Bank Name	Address	City/State/Zip	Account #	Fax #

Contact Name	Title	Phone #	E-mail

Business Name on Account	\$ Amount Credit Requested	Salesman's Name

SUMS DUE ARE SUBJECT OT INTEREST CHARGES AT THE ANNUAL RATE OF **18%** AND REASONABLE COSTS OF COLLECTION, INCLUDING ATTORNEY'S FEES AND POST JUDGMENT ATTORNEY'S FEES, COLLECTION AGENCY FEES AND ANY OTHER PREJUDGEMENT OR POST JUDGMENT EXPENSES INCURRED BY VERMONT LAMP AND SHADE, LLC BASED ON CUSTOMER'S FAILURE TO PAY ACCOUNT WHEN DUE. Terms and Conditions printed on page 2 hereof constitute part of the credit agreement and shall bind and insure to the benefit of the successors, assigns and heirs of the parties hereto.

**- Please include a copy of your latest financial statement with this application**

INITIALS/DATE \_\_\_\_\_

## TERMS & CONDITIONS

1. *VERMONT LAMP AND SHADE, LLC* HEREINAFTER REFERRED TO AS SELLER, OFFERS NO GAURANTEES OR WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING ANY WARRANTIES OF MERCHANT ABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED, ON MERCHANDISE SOLD BY IT, AND BUYER HEREIN ASSUMES ALL RISKS AND LIABILITY FOR THE RESULTS OBTAINED IN THE USE OF ANY MERCHANDISE SOLD BY SELLER AND BUYER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM DEFECTIVE OR UNFIT MERCHANDISE. THE ONLY WARRANTIES ON THE MERCHANDISE SOLD BY SELLER ARE THE WARRANTIES MADE BY THE MANUFACTURER.
2. Price quotations shall not contain Vermont State Sales Tax, expressly indicated otherwise in writing, and the tax shall be added where applicable. Any quotations including sales tax are subject to adjustment in the event that the State Tax Rate shall be changed.  
  
Freight charges will not be included in price quotations, unless expressly indicated otherwise in writing, and shall all be added when applicable.
3. All sales shall be final and no merchandise may be returned unless consented to the Seller and unless Buyer provides Seller's invoice number.
4. To allow Seller the option of notifying the manufacturer of any defective merchandise and repairing or replacing any defective merchandise. Buyer agrees not to repair or replace any merchandise purchased from Seller or backcharge Seller or take a credit against any amount owed Seller for same without written authorization from Seller. Seller agrees to act within a reasonable time. None of the provisions of this paragraph shall all in any way modify or invalidate, either in part or in whole, any of the provisions of paragraph 1.
5. Seller does not guarantee delivery dates and all delivery dates given are estimated.
6. Any cash discount allowed and the terms of same will be printed on Seller's invoice and Buyer agrees not to take any such discount unless Buyer has complied with said terms and not to deduct any greater amount than allowed.
7. Cash discounts shall not be taken unless payment is made by the tenth day (prox.) of the month following the month of purchase. Payment in full must be made no later than the twenty-fifth of the month following the month of purchase and failure of Buyer to make timely payments shall constitute a default of this Agreement at the option of Seller.
8. Any invoice remaining unpaid as of the twenty-sixth of the month following the month of purchase shall be subject to a service charge of 1.5% per month (18% per annum.), or the maximum allowed by law.
9. All shipments of merchandise are F.O.B. point of origin and any damage in transit to merchandise in the responsibility of the carrier and it is the Buyer's responsibility to file a damage claim with the carrier. Buyer agrees that under no circumstances shall in withhold payments from Seller because of damage in transit.
10. Buyer agrees to pay all invoices for merchandise sold to it by Seller according to the terms hereof.
11. There are no understandings or agreements between Buyer and Seller other than those fully expressed and contained herein and no Agent or Salesman of Seller has any authority to obligate Seller by any terms, guarantees, warranties, stipulations or conditions not herein expressed. This agreement may be altered only by written consent of the parties hereto.
12. The undersigned hereby represents that all of the information on this form hereof is true and that said representations are made for the purpose of obtaining credit from *Vermont Lamp and Shade, LLC* and in return for the extension of credit, the undersigned hereby agrees to all the foregoing terms and conditions, and to any amendments of these terms and conditions upon 30 days written notice by ordinary mail.
13. The undersigned desires credit from you in a commercial transaction (such credit is not for personal, family, or household goods); and agrees that the Seller may exercise its rights under law with respect to notice under payment Bonds and/or Mechanics liens without notice.

---

Signature and title (*Duly Authorized, must be Corporate Officer or Principal*)

Date

Vermont Lamp and Shade Witness: \_\_\_\_\_

By signing this agreement, I hereby grant Vermont Lamp and Shade permission to investigate credit and bank account status through all available sources.



Vermont Lamp & Shade  
83A Pearl St.  
Essex Junction  
Vermont, 05452

P: 802.316.3848  
F: 802.316.3849  
info@vtlamp.com  
www.vtlamp.com

---

## PERSONAL GUARANTEE

Please Type or Print Clearly In Ink

Account Name \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

the undersigned hereby unconditionally and personally (and if more than one, each of them jointly and severally) guaranty the timely payments to *Vermont Lamp and Shade, LLC* of all sums which may hereinafter become due and payable by virtue of *Vermont Lamp and Shade, LLC's* extension of credit to the customer.

The undersigned also personally agree(s) to pay all reasonable costs of collection, including attorney's fees and post-judgment attorney's fees, should judgment be entered against customer and the undersigned, collection agency fees and any other expenses incurred by *Vermont Lamp and Shade, LLC* in the event of failure of the Customer to pay this account when due, and interest charges at the annual rate of eighteen percent (18%).

The undersigned acknowledge(s) that this personal guaranty is for the purpose of extending credit to the Customer, at the request of the undersigned, for business purposes. This guaranty shall continue in full force and effect and is not limited as to amount until at such time as the undersigned shall give *Vermont Lamp and Shade, LLC* written notice of revocation by registered or certified mail, return receipt requested. Such notice of revocation shall be ineffective as to existing indebtedness or as to any transactions or commitments undertaken by *Vermont Lamp and Shade, LLC* in reliance on this guaranty.

This guaranty shall extend and insure to successors, assigns, divisions, branches and subsidiaries of *Vermont Lamp and Shade, LLC* and shall be binding on the undersigned's heirs, executors, and administrators.

\_\_\_\_\_  
Print Name \_\_\_\_\_ Signature (Guarantor) \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_ Signature (Guarantor) \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Vermont Lamp and Shade Witness: \_\_\_\_\_ Date \_\_\_\_\_