



Credit Application and Agreement

Tel: (716) 614-6626 Fax: (716) 832-1312 Toll Free: (800) 500-NOCO creditdept@noco.com

This credit application and agreement is concurrent with and in addition to NOCO Inc.'s standard terms and conditions. This credit agreement must be fully completed, signed and returned to the credit department before your credit request will be considered. This agreement governs all sales to you from NOCO and its affiliates for products/services on terms and conditions as set forth by NOCO in conjunction with any contract(s)/work that will be performed.

Sales/Marketing/Customer Service representatives are not authorized to amend or change the terms of sale, or other terms and conditions of this agreement.

Date: _____ Sales Rep: _____ Date Received: _____ (Credit Use Only)

Tax ID #: _____ Company Name ("Customer"): _____

Legal/DBA Name: _____ Street Address: _____

City, State, Zip: _____ Telephone: _____ Fax: _____

Billing Email: _____ Customer MUST check here to receive non-electronic invoices: _____

Type of Business: Corporation _____ Partnership _____ Limited Partnership _____ Individual Proprietor _____ LLC _____

Year Established: _____ Line of Credit Desired \$ _____

Bankruptcy in last 7 years: Y / N Seasonal Business: Y / N If yes what season: _____

If a branch or division, please give parent company and home office address: _____

Principal Owners-Stockholders-Partners-Officers of the Company:

Name	Home Address	Title	Home Phone / Cell
1. _____	_____	_____	_____
2. _____	_____	_____	_____

References:

Company Name	Contact Name	Telephone Number	Fax Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____

Please read and sign the areas below before returning to NOCO:

In executing this credit application, the customer named above agrees that in the event the account is not paid according to terms, and NOCO places the account for collection, that in such instance, in addition to the principal balance due and owing and any outstanding service charges, attorney's fees/collection fees will also be due in an amount equaling 25% of the principal balance of the account then outstanding. This credit agreement is subject to the law of the State of New York. Any action to secure collection of the account may be instituted in Erie County, New York.

Customer Signature Here: X _____ Date ____/____/____

The undersigned consents to NOCO obtaining a consumer credit report on the undersigned and/or Customer for the purpose of evaluating the credit worthiness of the undersigned and/or Customer in connection with an application for credit. In consideration of the sale of merchandise, gas or electricity by NOCO to Customer, the undersigned hereby unconditionally guarantees the payment of any existing or future indebtedness which the Customer may or shall be liable to in any manner whatsoever without limitation as to the amount (The Debt). This guaranty shall be a continuing guaranty independent of and in addition to any other security or guaranty and shall not be impaired by any neglect, failure, or omission to realize upon any other additional security or guaranty or by the realization of all or any portion of such additional security or guaranty or any extension of credit in excess of Customer's credit limit, if any or by renewal, modification, compromise or discharge of the debt or any part thereof of any party obligated on the debt. The liability of the undersigned shall be direct, immediate and absolute and not be conditional or contingent upon the pursuit of prosecution of any other remedy or remedies whatsoever, and NOCO shall have against the undersigned any and all rights and remedies it might have against the Customer.

Dated this ____ day of _____ 20____

Signature of Guarantor Here: X _____ Witness: X _____

S.S. # _____ - _____ - _____ Home Address: _____

This guarantee and indemnity cannot be cancelled except in writing via certified mail return receipt requested to the following address:

NOCO -2440 Sheridan Dr. Tonawanda, NY 14150 - Attn: Credit Manager

The above credit application, consent and guarantee apply to the NOCO companies listed above.



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- 1 A cash deposit, credit card, or EFT authorization may be requested on incoming work if credit terms are not approved. When a credit card is given as security for obtaining a line of credit or as method of payment with NOCO, customer agrees that the cash deposit, credit card, or EFT authorization will be used in the event that the account becomes overdue. A courtesy call will be made to the client informing them that NOCO will be processing all past due balances to the cash deposit, credit card, or bank draft authorization.
- 1 All disputes on billing must be reported within 5 business days of receipt of invoice.
- 1 Interest will be charged on all past due accounts at the rate of 1.5% per month/18% annually.
- 1 Any account payments or unapplied cash/credit notes will first be used to offset interest on the account and then will be applied to the oldest invoice(s).
- 1 NSF Checks or bank drafts are subject to a \$40 administrative fee.
- 1 Failure to comply with these terms and conditions will result in cancellation of credit privileges without further notice.
- 1 Applicant agrees to bear all reasonable costs incurred by NOCO in collecting any unpaid amounts including but not limited to collection legal fees, as stated above, and court costs.
- 1 Applicant understands and agrees to NOCO's applicable standard terms and conditions.
- 1 NOCO and its affiliates may report monthly accounts receivable aging information to a national credit reporting agency.
- 1 NOCO and its affiliates may request financial statements for review during the initial credit review when opening a new account and annually thereafter or upon request.
- 1 The information given in this application/agreement is warranted to be true and correct and given for the purpose of obtaining credit from NOCO.

NOCO's credit review process is in complete compliance with the EOCA

VISIT US ON THE WEB AT WWW.NOCO.COM